



STAFF REPORT

Date: Tuesday, June 10, 2014
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer
Subject: Award of Contracts for Professional Services Agreements for "On-Call" Materials Testing Services

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Summary and Background

On July 13, 2010 the City Council adopted a resolution approving professional services with three qualified firms for materials testing services to assist Public Works Staff during construction projects. The contracts with these firms expire on June 30, 2014 and Staff is working to execute new, updated agreements. One of the original firms, Construction Testing Services, Inc. is no longer in business, but the other two, ENGEO, Inc. and Kleinfelder West, Inc., are still available to provide service.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute professional services agreements with ENGEO, Inc. and Kleinfelder West, Inc. with a not-to-exceed amount of \$50,000 per agreement, per fiscal year through June 30, 2016; with an option to extend the agreement at the City Manager's discretion. Private development projects will fund the services on an as needed basis, and capital improvement project budgets include materials testing funds as part of the individual project construction phase.

Recommendation

Adopt the resolution approving the Professional Services Agreements with ENGEO, Inc. and Kleinfelder West, Inc. and authorize the City Manager to execute the Agreement.

Attachments

1. Professional Services Agreement – ENGEO, Inc.
2. ENGEO, Inc. Statement of Qualifications
3. Professional Services Agreement – Kleinfelder West, Inc.
4. Kleinfelder West, Inc. Statement of Qualifications
5. Resolution

**CONTRACTING SERVICES AGREEMENT BETWEEN THE
CITY OF OAKLEY AND ENGEO, INC.
FOR ON-CALL MATERIALS TESTING SERVICES**

THIS AGREEMENT for **ON-CALL MATERIALS TESTING SERVICES** is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and ENGEO, INC. (hereinafter referred to as "Contractor") as of **JULY 1, 2014** (the "Effective Date").

Section 1. ATTACHMENTS. The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **JUNE 30, 2016**, and Contractor shall complete all the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of **JUNE 30, 2018**.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated in the e and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed **FIFTY THOUSAND DOLLARS (\$50,000) annually** as described in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquires;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Itemized - City Billing/Coding Number listed for each billed item.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above and in the exhibits to pay Contractor.

2.3 Total Payment. City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 Extra Work / Non-Contractual Work. Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a

recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.

- 2.5 Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while meeting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

- 3.1 Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:
- a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.
- b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/department/cd/recycle/.

c. Road Maintenance and Construction Projects. Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. Office Recyclables. If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.cccrecycle.org.

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance as set forth in Exhibit C against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section; as set forth in Exhibit C and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section and as set forth in Exhibit C throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached and incorporated herein as Exhibit D.

4.1 Notice of Reduction of Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4.2 Variation. The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.3 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with the Agreement, defend with Counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor will bear all loses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties on Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONTRACTOR.

6.1 Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Contractor No Agent. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of

such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

8.6 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

- Immediately terminate the Agreement;
- Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- Retain a different Contractor to complete the work not finished by Contractor; or
- Charge Contractor the difference between the cost to complete the work that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 Contractor's Books and Records.** Contractor and its subcontractors shall establish and maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.1.1 Dispute Resolution.** The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to

the Walnut Creek office of JAMS*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Engineer/Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Contractor shall be sent to:

ENGEO, Inc.
Attn: Steve Harris
580 N. Wilma Avenue, Suite A
Ripon, CA, 95366

Any written notice to City shall be sent to:

City of Oakley
Attn: Kevin Rohani
City Engineer/Public Works Director
3231 Main Street
Oakley, CA 94561

10.11 Integration. This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and the party will be bound by such signature.

The Parties have executed this Agreement as of the Effective Date.

CITY OF OAKLEY

ENGEO, INC.

Bryan Montgomery, City Manager

Macy Tong

Name, Title
Macy Tong, Associate

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

Derek Cole, City Attorney

EXHIBIT A

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the services shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for All hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services are to be performed for each craft or type of work needed to be published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.
- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services is not paid the general prevailing

per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services to employ for the services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum

wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

EXHIBIT C

SPECIFIC INSURANCE REQUIREMENTS

MAINTENANCE CONTRACTS

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

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 no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$4,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder's Risk** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability** (if Design/Build), with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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 both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that notice will be provided to City in the event that policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Worker's Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure

to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG20 10 10 01 and CG 20 37 10 01..

Special Risks or Circumstances

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

EXHIBIT D

VERIFICATION OF REQUIRED INSURANCE



STATEMENT OF QUALIFICATIONS

Public Works

GEOTECHNICAL ENGINEERING

ENVIRONMENTAL ENGINEERING

ENGINEERING GEOLOGY

WATER RESOURCES & HYDROLOGY

SPECIAL INSPECTION & MATERIALS TESTING

CONSTRUCTION MANAGEMENT

GHADs

ENTITLEMENT & PERMITTING SUPPORT

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COMPANY OVERVIEW

ENGEO is an employee-owned firm of geotechnical and civil engineers, geologists, hydrologists, environmental professionals, and construction-services field representatives. Founded in 1971, we have offices throughout California.

ENGEO serves projects in transportation, infrastructure, water resources, geologic hazards, flood control, critical facilities, residential and mixed-use communities, urban infill, Brownfields and transit-oriented developments. We assist in every phase of project development from the due diligence for land acquisition and planning through entitlement, permitting, construction and project build-out.



ENGEO is the premier choice for your upcoming projects, as we have the local presence, technical ability, and a high level dedication to client service. We are truly dedicated to providing the best service value to your agency and have a very strong technical resume for projects of this size and scope.

ENGEO engineers and geologists have a broad range of expertise and experience with many local public agencies and we are sensitive to the environment in which they operate. Public agencies, like private businesses, are faced with many challenges in the new millennium: competing in the global economy; accommodating changing demographics; and implementing a fundamental shift in the ways of doing business. We realize that you are facing unprecedented budget constraints and are seeking ways to strengthen your community in a rapidly changing environment.

ENGEO has consistently met the workload requirements on work performed under public contracts and has effectively brought team members together to deliver projects successfully and on time. ENGEO has extensive experience satisfying the requirements of regulatory agencies and working with the proper authorities in order to streamline permitting processes.

Commitment to Client Service

Client service is the cornerstone of ENGEO's business philosophy. ENGEO professionals are absolutely committed to outstanding service in every aspect of our clients' projects. We have invested in technology for the benefit of client service in the field, laboratory and office. We foster open lines of communication, immediate response to client concerns and questions, and an unflinching sense of accountability to place the success of our clients as our highest priority.

Technical Excellence

Our technical acumen is renowned, and our professionals are some of the absolute best in the business. We place significant emphasis on employee enrichment and demonstrate this through

Core Services
Geotechnical Engineering
Environmental Engineering
Engineering Geology
Water Resources & Hydrology
Construction-Phase Testing & Observation
Special Inspection & Materials Testing
Stormwater Management
GIS/GPS
Geologic Hazard Abatement Districts (GHADs)
Entitlement & Permitting Support

extensive in-house training and continuing education programs. Our very high rate of employee retention is a reflection of our commitment to providing challenging career opportunities and exciting projects for our most valuable resources – ENGEО’s people. The stability and long term commitment of our staff translate to continuity and experience to better serve our clients.

Rapid Response

ENGEО has provided engineering services to public agencies for more than 40 years. We have been retained for many on-call contracts, and we understand how important it is to be able to pick up the phone and schedule services without being told that 24 hours notice is needed. When you call, we will mobilize as quickly as possible every time. We recognize the difficulties in planning ahead for all possible construction activities, so we are continually on the alert for your needs.

For rapid response with minimal notification, ENGEО personnel can communicate directly to one another as well as clientele via wireless communication and our Project Managers are equipped with Blackberries, which allow 24/7 e-mail communication. Our construction services technicians are equipped with laptop computers and wireless capabilities to send reports directly from the field, if needed. Area Field Managers provide an essential “extra” link between our Project Managers and field technician personnel, assuring a higher level of direct involvement with the City’s Project Managers and Inspectors.

Resources

We have the depth of resources and expertise to tackle any type of project. Our long experience with all aspects of construction and our large, experienced field staff mean efficient and smooth project delivery. For our clients with direct responsibility for public safety, our emergency response track record and our quick action to mobilize have been instrumental in their success.

ENGEО can provide a multi-disciplined inspector for your project—a person who can save time and money by providing different types of inspections during the same visit. Our field representatives are trained to review plans and observe and report details on projects, thus potentially minimizing future problems. ENGEО’s staff of field representatives and inspectors is certified by, and in conformance with, the following:

ICC – The International Code Council
ACI – The American Concrete Institute
AWS – The American Welding Society
ASTM – The American Society for Testing and Materials
ACIL – The American Council of Independent Laboratories
ANSI – The American National Standards Institute
ASNT – The American Standard of Non Destructive Testing
AASHTO – The American Association of State Highway & Transportation Officials
NICET – The National Institute for Certification in Engineering Technologies
Caltrans – California Department of Transportation

Laboratory Testing

ENGEO maintains in-house soil and materials testing laboratories managed by registered civil engineers. Tests are performed in conformance with ASTM and AASHTO test methods in accordance with Caltrans, International and California Building Code standards. Our laboratories are certified and accredited through the following:

- U.S. Army Corps of Engineers (USACE)
- California Department of Transportation (Caltrans)
- Cement and Concrete Reference Laboratory (CCRL)
- AASHTO Materials Reference Laboratories (AMRL)
- Division of State Architects (LEA 92 and 70)

Technology

Our Network Administration and Information Technology professionals maintain our weather stations, servers, hardware, software, web sites, web cams and communication devices in order to keep ENGEO personnel and our clients merely a click or call away from real time project information.

Awards

ENGEO is honored to have received multiple awards for engineering excellence, employee satisfaction and community service. Most recently, ENGEO ranked as one of the top 10 Best Places to Work in America, presented by Entrepreneur®. In addition, we have been recognized as the #1 Best Place to Work in the Bay Area, presented by Bay Area Business Times/Journal. Technical excellence awards include:

CalGeo Outstanding Project of the Year Award

2010 Pacific Cannery Lofts, Oakland

2009 Trestle Glen Transit-Oriented Development, Colma

ASCE, San Francisco, Outstanding Project of the Year Award

2009 Trestle Glen Transit-Oriented Development, Colma

ASCE Sustainable Project of the Year Award

2009 Miners Ravine Off-Channel Detention Basin, Roseville

CELSOC Engineering Excellence Merit Award

2008 MSE Retaining Wall Design at Hunters Point Naval Shipyard

2007 Arroyo Crossings Quarry Redevelopment, Livermore

2006 Main Branch Alamo Creek Restoration, San Ramon



LIST OF SERVICES

Geotechnical Engineering

- Foundation Engineering
- Grading Design
- Slope Analysis & Stabilization
- Subsurface Characterization
- Seismic Analysis
- Earthquake Engineering
- Levee and Dam Design
- Slope Instrumentation & Monitoring
- Laboratory Testing
- Soil Stabilization
- Pavement Analysis & Design
- Sulfate Testing

Geology

- Geologic Hazard Appraisals
- Geologic Assessments
- Earthquake Fault Studies
- Geologic Mapping
- Landslide Delineation
- Geophysical Surveys
- Aggregate Resource Evaluation
- Rock Slope Stability Studies
- Rock Rippability Analysis
- Geologic Hazard Abatement
- District Plans (GHADs)
- Mine Suitability Studies
- Bedrock Stability Studies

Testing & Inspection

- Testing & Observation
- Special Inspection
- Steel, Concrete & Masonry Testing
- Asphalt Testing
- Soil Testing
- QA/QC

Environmental Engineering

- Phase I & II Environmental Site Assessments
- Preliminary Endangerment Assessments
- Brownfield/Infill Redevelopment
- Underground Storage Tank Consultation
- Soil & Groundwater Characterization
- Soil & Groundwater Remediation Consultation
- Groundwater Well Installation & Sampling
- Health Risk Assessments
- Input for EIR/EIS
- HAZMAT Assessments
- Hydrogeologic Characterization
- Asbestos Surveys & Monitoring

Water Resources

- Hydrologic Modeling
- Restoration & Hydraulic Design
- Creek Restoration & Realignment
- Erosion Control
- Stormwater Pollution Prevention Plans (SWPPP)
- Stormwater Management Plans (SWMP)
- Basin Management Plans
- Water Quality Management Plans
- Groundwater Supply Studies
- Lake Design

CM/PM

- Construction Management
- Project Management
- Multi-Disciplined Design
- GIS/GPS

Additional Services

- Earthwork Quantity Take-Offs
- Web-Based Project Delivery Systems
- Structural Engineering
- Entitlement & Permitting Support



ENGEO provides a full range of geotechnical, geologic, geoenvironmental, hydrologic, hydraulic and construction-phase testing and observation services.

Registered Professional Resources

Uri Eliahu, PE, GE President	Eric Harrell, PG, CEG Associate	Patrick Lam, PG, CEG, QSP Senior Geologist	Divya Bhargava, PE Project Engineer
Paul Guerin, PE, GE CFO / Principal	Macy Tong, PE, GE Associate	Zachary Crawford, PG, CEG Senior Geologist	Nicholas Broussard, PE Project Engineer
Brian Flaherty, PG, CEG, CHG Principal	Robert Boeche, PG, CEG, QSD Associate	Benjamin Serna, PE, GE Senior Engineer	Jacob White, PG Project Geologist
Donald Bruggers, PE, GE, CPEng, IntPE, MIPENZ Principal	Jeffrey Fippin, PE, GE Associate	Sean Cleary, PE, QSD Senior Water Resources Engineer	Richard Gandolfo, CPESC, QSD Environmental Scientist
Daniel Haynosch, PE, GE Principal	Steve Harris, PE, GE Associate	Matthew Swanson, PE Senior Engineer	Morgan Johnson, CPESC, QSD Environmental Scientist
Shawn Munger, CHG, PG, EM Principal	Brooks Ramsdell, PG, CEG Associate	Leroy Chan, PE, GE, LEED AP Senior Engineer	
Theodore Bayham, PE, PG, GE, CEG Principal	Jeffrey Adams, PhD, PE Associate	Paul Cottingham, PG, CEG Senior Geologist	
Mark Gilbert, PE, GE, QSD Principal	Stefanos Papadopoulos, PE, GE Associate	Craig Wright, PG, CEG Senior Geologist	By the Numbers: 24 GEs 31 PEs 15 CEGs 17 EITs
R. William Rudolph, PE, GE Principal	Jonathan Boland, PE, GE, QSD Associate	Andrew Firmin, PE, GE, QSD Senior Engineer	
Julia Moriarty, PE, GE, QSD Principal	Janet Kan, PE, PG, GE, CEG, LEED AP Associate	Joseph Gray, PE, GE, CPEng, IntPE Senior Engineer	Founders: Jean Meuris, PE, GE Shalom Eliahu, PE, GE Gery Anderson, PE, PG, GE, CEG
Josef Tootle, PE, GE Principal	Jonathan Buck, PE, GE, LEED AP, QSD Senior Engineer	Scott Johns, PE Project Engineer	
Raymond Skinner, PG, CEG Principal	Pedro Espinosa, PE, GE Senior Engineer	Jennifer Botelho, PG, CEG Project Geologist	
Philip Stuecheli, PG, CEG Associate	Matthew Harrell, PG, CEG, QSD Senior Geologist	Randy Hildebrant, PE Project Engineer	

ENGEO
— Expect Excellence —

SELECT PROJECT EXPERIENCE

On-Call Services Contracts

ENGEO has provided engineering services to public agencies for 40 years. We have been retained for many on-call contracts giving us the unique understanding of the intricacies of on-call services. We are recognized by over 100 Building Department jurisdictions throughout Northern California and Nevada authorizing ENGEO to provide services for numerous cities and counties. Since 1971, we have been fortunate to have cultivated long-term relationships with the personnel in many Public Works Departments. We have recently served or are currently serving the following on-call contracts:

- City of San Ramon, *Geotechnical Engineering Services*
- City and County of San Francisco, *Environmental, Materials Testing and Special Inspection Services*
- City of Monterey, *Geotechnical Engineering Services*
- City of Pittsburg, *Construction Testing and Observation, Geotechnical Engineering*
- City of Brentwood, *Materials Testing, Special Inspection, Geotechnical Testing and Observation*
- Contra Costa County, *Environmental and Geotechnical Engineering Services*
- City of Pleasanton, *Geotechnical Consulting and Materials Testing*
- City of Livermore, *Geotechnical Engineering and Materials Testing*
- Santa Clara Valley Urban Runoff Pollution Prevention Program (SCVURPPP), *On-call 3rd Party Review Services for Stormwater and Hydromodification Management Plans.*
- City of Oakley, *Materials Testing*
- City of Sunnyvale, *On-call 3rd Party Stormwater Management Review Services*
- County of Alameda, *Geotechnical Engineering Services and Peer Review*
- CAL-EPA, Department of Toxic Substances Control, *PEA/TSI Services*
- City of Roseville, *Materials Testing and Stormwater Monitoring*
- Diablo Water District, *Geotechnical Engineering Services, Materials Testing, Special Inspection*
- City of Sacramento, *Professional Service*
- County of Sacramento, *Environmental Services, Brownfield Services*
- City of West Sacramento, *Materials Testing Services*
- Sacramento County Water Agency, *Construction Management Support Services*
- County of Merced, *Geotechnical Engineering Services*
- City of Rio Vista, *Geotechnical, Materials Testing and Special Inspection for City Infrastructure*
- City of Concord, *Materials Testing*
- City College of San Francisco, *Special Inspection and Materials Testing*
- San Francisco Redevelopment Agency, *Environmental Services*

Water Resources

Flood Control

Department of Water Resources Urban Levee Evaluations and Upgrades—Sacramento and San Joaquin River Valleys, CA

ENGEO is a member of the consulting team selected by the Department of Water Resources (DWR) to assist in the geotechnical evaluation of the State's project levees. ENGEO is currently analyzing 12 miles of levee along the Sutter Bypass and Wadsworth Canal. The scope of work for this study currently includes performing subsurface explorations, laboratory testing, geotechnical analyses, and preparing reports. The purpose of this study is to identify which portions of the subject levee system can be certified as meeting applicable current standards and identifying feasible alternatives and preliminary costs for mitigation of portions of the system that don't meet the applicable standards.



Additional Projects:

- Miners Ravine Off-Channel Detention Basin, Roseville, CA
- Oakley and Trembath Detention Basins, Contra Costa County, CA
- Sewage Pond Levee Evaluation, Wastewater Treatment Plant, Riverbank, CA
- Nevada Irrigation District Combie Flume Repair Project, Nevada County, CA
- Hamilton Air Force Base – N2 Levee
- Catamaran Park Bulkhead Extension, Foster City, CA
- Reclamation District No. 17- Levee Underseepage Mitigation Project, San Joaquin County, CA
- Riparian and Flood Control Projects, Contra Costa Flood Control and Water
- Village 24 Dam in Twelve Bridges Residential Development, Lincoln, CA
- Victoria Canal, Victoria Island, CA
- San Pablo Dam Seismic Upgrades, Contra Costa County, CA

Creek Restoration

Main Branch Alamo Creek—Contra Costa County, CA

Main Branch Alamo Creek, which is the primary watercourse providing drainage through the new Dougherty Valley development in Contra Costa County, was categorized as a fluvial system that eroded heavily into its historic floodplain and was largely devoid of riparian habitat features or beneficial water quality mechanisms. In this severely eroded state, the creek banks and channel were structurally unstable and threatened the integrity of several bridge structures planned to span the fluvial system as part the new, residential Gale Ranch Development.



ENGEO's recommendations included the addition of an active, hydraulically rough overbank floodplain to reduce in-channel flood flow depths and velocities. We also recommended the construction of a series of rock vortex weir grade control structures to adjust the oversteepened creek bed slope to an 'equilibrium' slope that will theoretically balance the overall sediment transport throughout the project reach after the restoration is completed.

As part of the project, all tributary streams discharging into Main Branch Alamo Creek were stabilized with the installation of engineered rock step-pool systems in places where the smaller creeks steeply descended into the incised Main Branch channel. ENGEO also worked with County officials to provide a biotechnical engineering solution to erosion and channel migration problems in applicable areas, based on the root architecture of indigenous lower riparian plant species selected by a local restoration ecologist. Additional recommendations for the restoration project included brush mats and brush layering over buried rock toe scour protection.

The completed project has added aesthetic and biotic value to the Gale Ranch Development while addressing flood control and bank stability issues of the watercourse. *ENGEO won a CELSOC award in 2005 for our services on the project.*



Additional Projects:

- Windemere, Dougherty Valley, Contra Costa County, CA
- Gale Ranch Hydraulic Analyses, Contra Costa County, CA
- Wendt Ranch, San Ramon, CA
- Mitigation Creeks, Windemere, Contra Costa County, CA
- Freeborn Creek, Cordelia, CA
- Saint Vincent Development, Marin County, CA
- Casamira Valley Development, Dublin, CA

Water and Wastewater Treatment Facilities

Grass Valley Wastewater Treatment Plant—Grass Valley, CA

ENGEO performed the geotechnical report in support of the plant expansion. New improvements were planned to be constructed on "mill sand" left over from nearby gold mining operation. The sand posed difficult permeability and compaction challenges. The mill sand was also laden with lead at levels exceeding State standards. In addition, free mercury was discovered during project earthwork. We saved the City over \$750,000 by recommending cement soil treatment to the mill sand. Cement soil treatment also encapsulated lead, eliminating remediation measures. The Department of Toxic Substances Control agreed to our recommendation to encapsulate the free mercury areas on-site, saving over \$1 million in excavation and transport costs.



Additional Projects:

- City of West Sacramento Wastewater Treatment Plant Decommissioning and Demolition, West Sacramento, CA
- Modesto Waste Water Treatment Facility, Modesto, CA
- Water Reservoirs R-3 & R-4, Diablo Water District, Oakley, CA
- Potable Water Reservoir 20B and Pump Station 300B, Dublin, CA
- Palo Alto RWQCP, Palo Alto, CA
- Roseville Water Treatment Plant Expansions, Roseville, CA
- Rio Vista North Waste Water Treatment Plant, Diffuser System, Rio Vista, CA
- 10-Million-Gallon Water Tank, Roseville, CA
- Upper San Leandro Reservoir – Spillway Channel Project, Alameda County, CA
- Lockeford Wastewater Treatment Plant Expansion, Lockeford, CA
- Palo Alto RWQCP Facility Condition Assessment Palo Alto, CA
- Upper Highlands Water Tank, Tahoe City, CA
- Hercules Wastewater Treatment Plant, Hercules, CA
- Wildhawk Groundwater Treatment and Storage Facility, Sacramento County, CA
- Water Tank and Booster Pump Station, Brentwood, CA
- Sunridge Phase 1 Water Supply Facilities, Sacramento, CA
- OPUD Water Storage Tank and Booster Pump Station, Yuba County, CA
- City Of Dixon, Public Works Department, Dixon, CA

Groundwater Supply Studies

Bear Creek Property Groundwater Availability Evaluation—Contra Costa County, CA

ENGEO prepared an evaluation of groundwater availability for a proposed cemetery site. The scope of work included a review of available geologic/hydrogeologic maps, a review of test boring and pump test data, and an agricultural suitability analysis.



Test borings and pump tests performed at the site identified water-bearing strata from depths of 50 to 135 feet below the ground surface. The production capacity of alluvial aquifers was determined to be limited by the relatively shallow maximum alluvial soil depth (probably 30 feet or less for most of the valley) and by the relatively clayey, fine-grained nature of most of the alluvium.

ENGEO evaluated available water-quality tests for an existing onsite well. The measured parameters were compared to State primary and secondary drinking water standards. ENGEO determined that the underlying alluvial and bedrock aquifers would provide yields in excess of ultimate facility demand. Water quality was determined suitable for human consumption and irrigation, with some amendment application for plant/turf growth.

Additional Projects:

- Gibbs Ranch, Water Well Supply Site Evaluation, Rio Vista, CA
- Water Well Pump Test Results, Union City, CA
- Fox Creek Country Club, Hydrogeologic Evaluation for Groundwater Availability, Contra Costa County, CA
- Aquifer Yield and Water Quality Study, Santa Clara County, CA
- Allendale Road Project Site, Vacaville, CA
- Diablo Country Club, Hydrogeologic Evaluation of Groundwater Availability

Pipelines

Pillar Point Harbor—Half Moon Bay, CA

ENGEO was awarded the contract for the design-level geotechnical work for this project as well as a preliminary investigation for a desalination plant connected to the water system and various additional laterals lines. ENGEO personnel performed a preliminary geotechnical investigation for a portion of the Marina Coast Water District's recycled water distribution system. This involved about 106,000 linear feet of trunk and lateral pipelines traversing the cities of Marina, Seaside, Sand City, Monterey, and the former Fort Ord military base. Our professionals helped provide geotechnical input for preliminary design and identified geotechnical conditions which could have a significant impact on project costs. The scope of services included review of previously documented investigations and the development of preliminary conclusions and recommendations regarding soil and groundwater conditions at the site; probable foundation types and considerations for a pump station at the Blackhorse Reservoir; probable trenching conditions for the trunk and lateral pipelines; and the estimated range of E' values for pipeline design based on soil type along the alignment. Because of the geologic setting for these projects, we used Cone Penetration Test (CPT) methods (as opposed to drilling) to conduct preliminary investigation for the project. This decision avoided problems with caving sands below the water level and issues associated with disposal of the drilling cuttings.



Additional Projects:

- Diablo Water District Well Utilization Project, Oakley, CA
- City of Plymouth Treated Water Pipeline Project, Tanner Reservoir to Plymouth Water Treatment Plant, Amador County, CA
- Florin CSA Pipeline, Elk Grove, CA
- Roseville Recycled Water Facilities and Pipeline, Roseville, CA
- Lower Northwest Interceptor Project, West Sacramento, CA
- Amador County Water Transmission Main, Amador County, CA
- Placer County Water Agency Pipeline Projects, Placer County, CA
- 54/48 Inch Water Transmission Pipeline, Roseville, CA
- Amador County Water Transmission Main, Amador County, CA
- Rollingwood Sewer Improvements

Transportation

Intermodal, Stations and Maintenance Yards

Newhall Operations Maintenance and Storage Yard—Santa Clara and San Jose, CA

As part of the “BART to San Jose” initiative, ENGEO is providing geotechnical and environmental services to the Valley Transportation Authority (VTA) for the 50-acre complex. Site development will include a mainline track alignment, tail tracks, and a maintenance, storage and service yard which will include multiple shops and operations buildings. Typical buildings will include a blowdown facility with maintenance and vehicle inspection pits, car cleaner facility, an approximately 165,000 square foot (sf) Rolling Stock and Shops Service Building, a Yard Control Tower, a 24,000 sf non-revenue Vehicle Shop, a 32,000 sf Maintenance/Training Facility, a Police/Cash Handling facility, and miscellaneous support structures and other site improvements.



The scope of services is for the geotechnical characterization of site soils and subsurface stratigraphy to develop geotechnical recommendations for the proposed yard and shop facilities, and for confirmation on environmental sampling and testing. We will provide seismic design criteria for the various yard and shop structures.

Additional Projects:

- Altamont Commuter Express Rail (ACE) – Stockton, Manteca, Tracy, Livermore and Pleasanton, CA
- Sacramento Intermodal Transit Facility and Track Relocation, Sacramento, CA
- Hercules Train Station Project, Hercules, CA
- Union Pacific Rail Yard Reconstruction, Roseville, CA
- San Ramon Corporation Yard, San Ramon, CA

Rail and Transit

Pittsburg-Antioch BART Extension (PAX) — Contra Costa County, CA

As geotechnical consultant, ENGEO performed subsurface explorations and foundation design refinements. In order to develop a new set of pile capacity curves, we recommended and performed additional Cone Penetrometer Tests (CPT) along the proposed BART extension alignment after review of earlier representative test borings. A subsequent pile load was completed in order to confirm design capacity and shorten piles if load test data showed that the test pile had more capacity than originally predicted. The allowable vertical pile capacity was 284 kips as designed. Pile failure during the load test occurred at 560 to 700 kips. This result confirmed our finding as to pile capacity. The value engineering result allowed a 13% shortening in pile length, translating to estimated savings of more than \$600,000 on this section of BART.



Additional Projects:

- BART Earthquake Safety Program A-Line South, Fremont, CA
- Desert Express – Victorville, CA to Las Vegas, NV
- California High Speed Rail (contracts pending)
- Central Subway, San Francisco, CA (contract pending)

Bridges

Bradshaw Crossing Bridge—River Islands, Lathrop, CA

ENGEO prepared preliminary rip-rap revetment recommendations for the Bradshaw Crossing Bridge to provide information that will assist with the estimation of potential impacts to the San Joaquin riparian corridor caused by the proposed bridge improvement.



Hydraulic parameters used in the preliminary rip-rap recommendations were based on a UNET unsteady flow model prepared for the San Joaquin River by MBK Engineers for the project and provided to ENGEO. We understand that this model assumes levee failure when the stage of the river comes within 3 feet of the top of levee, on either side of the river. Based on information from this model, the depth of flow in the San Joaquin River is approximately 40 feet and the average velocity in the channel is 6 feet per second for a 200-year event. Rip-rap stone was sized using procedures outlined by Caltrans for type 'B' placement, which allows the stone to be dumped and spread in layers. Because of the empirical nature of formulas used to size rip-rap stone revetment, the results were compared with another similar method developed by the United States Corps of Engineers for sizing rip-rap stone in natural channels.

Additional Projects:

- Bay Bridge Seismic Monitoring Casings, Caltrans Project No. 04-0435U4, San Francisco, CA
- Golden Gate Bridge Seismic Retrofit, San Francisco, CA
- 4th Street Bridge, San Francisco, CA
- Fruitvale Avenue Railroad Bridge, Oakland, CA
- State Route 65/Eight Mile Road Interchange, Lincoln, CA
- Windemere Parkway Bridge, Windemere, Contra Costa County, CA
- Concannon Boulevard Bridge Replacement, Livermore, CA
- Ingram Slough Bridge on State Road 65, Placer County, CA
- River Islands Parkway North Bridge, River Islands, Lathrop, CA
- Dougherty Road Bridges, San Ramon, CA
- Orchard Creek Bridge, Placer County, CA
- El Capitan Drive Bridge and Creek Restoration, Danville, CA

Highways and Roadways

Loveridge Road/Highway 4 Interchange Improvements—*Contra Costa County, CA*

The Highway 4/Loveridge Road interchange was originally constructed with single lane width exit and on-ramps. ENGEО performed geotechnical studies to provide an appropriate pavement design section to support an increased traffic volume and pavement width. Our studies included performing exploratory soil borings to determine the subsurface soil profile, to obtain soil samples for laboratory testing for pavement design, and for corrosivity testing for buried steel pipe for stormdrain system design. During the construction of the interchange improvements, ENGEО provided full-time testing and observation services in accordance with Caltrans test procedures. ENGEО's field personnel and equipment were certified by Caltrans to perform these services during construction.



Additional Projects:

- Louise Avenue Pavement Evaluation, Lathrop, CA.
- Harlan Road Widening and Rehabilitation, Lathrop, CA
- Highway 4 Bypass (Lone Tree Way), Antioch, CA
- Alcosta Boulevard/Interstate 680 Interchange Improvement, San Ramon, CA
- Norris Canyon Road, Contra Costa County, CA
- Mountain House Grant Line Road Widening, San Joaquin County, CA
- Bollinger Canyon Road Extension, Crow Canyon Road, San Ramon, CA
- Routes 8, 15, 805 Fiber Optic System, TOS Elements, MVP Installation, San Diego, CA
- Bond Road Widening, Elk Grove, CA
- Folsom-Auburn Road Widening, Sacramento County, CA
- Roadway Resurfacing Projects, City of Roseville, CA
- Mount Diablo Roadway Evaluation, Contra Costa County, CA
- 10th Street Rehabilitation, Pittsburg, CA
- Sierra College & Interstate 80 Interchange, Rocklin, CA

Airports

Oakland International Airport Bulk Fuel Storage Facilities—Oakland, CA

ENGEO is providing ongoing geotechnical engineering services for the design of new bulk fuel storage tanks to replace the existing tanks at the Oakland International Airport. ENGEO's design recommendations addressed demolition and site preparation, foundation design and site drainage for construction of the proposed tank farm. The study also addressed additional site features and structures. During exploration we encountered significant deposits of soft and compressible material under the tanks. We recommended several alternatives including ground improvement with soil cement mixing to address the soft material. ENGEO is currently working with design-build contractors on tank construction.



Additional Projects:

- San Francisco International Airport On-Call Geotechnical Engineering Services, San Francisco, CA
- Sonoma County Airport Geotechnical Consulting and Taxiway Seal Coat Design, Santa Rosa, CA
- Cloverdale Airport Geotechnical Consulting, Cloverdale, CA
- Sacramento International Airport Terminal B-2 Tank Pull, Sacramento, CA
- Sacramento International Airport Overflow Parking Lot, Sacramento, CA
- Sacramento International Airport, LCNG Facility, CA
- Los Banos Airport, Los Banos, CA
- Nut Tree Airport Pavement/ Hanger Study, Vacaville, CA
- Rio Vista Airport Business Park, CA
- Nevada County Airpark, Grass Valley, CA

Geologic Hazard Response

ENGEO has performed characterization, analysis, remedial design and construction observation for literally thousands of landslides in California. In our 39-year history, we have literally performed “open heart surgery” on a vast area of Northern California. We maintain that our professionals know more about subsurface conditions in the region than anyone else. This has enabled us to provide efficiency and rapid response to our clients’ projects.

On-Call Landslide Repair Services—Alameda County, CA

ENGEO was awarded by the County of Alameda an on-call contract for emergency engineering services. Due to the heavy amounts of rainfall in early 2006, ENGEO was called to assess a total of eight threatening landslides throughout the County. ENGEO was responsible for quick-response landslide mitigation in order to clear roadways and provide safe conditions in the saturated hillsides. Our services provided Alameda County with the information needed to proceed with the appropriate mitigation and repair schemes.



Additional Projects:

- Storm Damage Sites, Clearlake County, CA
- Santos Ranch Road Landslide, Pleasanton, CA
- Creek Bank Failures on Front Street and El Pinto Road Repair, Danville, CA
- Conifer Terrace Landslide Repair Project, Blackhawk Contra Costa County, CA
- Cree Court Landslide Repair, City of San Ramon, CA
- Characterization of 1000 Landslides, Dougherty Valley, San Ramon, CA
- Fieldcrest, Fairfield, CA
- San Quentin Prison, Marin County, CA
- Emergency Creek Bank Repair, Town of Danville, CA
- Cascade Flume Replacement Project, Nevada County, CA

Essential Services and Critical Care Facilities

San Quentin Prison Emergency Slope Mitigation and Retaining Wall—Marin County, CA

El Niño Storms in 1997 and 1998 wreaked havoc on San Quentin Prison's steep slopes that had supported a guard tower, the perimeter security road and a sewer main that served three main cell blocks housing prisoners of the highest security levels. The guard tower could not be manned due to the slope failure. If the sewer line sustained operational damage, a significant number of prisoners would have to be moved immediately.



ENGEO provided emergency slope mitigation recommendations. We also evaluated slope conditions, performed exploratory borings, installed TDR cables (to define slip surface), designed compaction grouting program to temporarily stabilize slope and a slurry grouting program to fill voids in loose, cobble fill. We then performed slope stability analysis and designed rip-rap with a geotextile filter fabric for stability and erosion control.

ENGEO was also the lead consultant for the 1,200-foot shoreline retaining wall. Due to waterfront erosion, waves from the Bay were seriously eroding the parking lot. After receiving permission from the Corp of Engineers, our services included drilling to determine the weight bearing capacity of on-site materials for the new sea wall that would protect the parking lot; recommendations for riprap sizing for the seawall protection; and testing of the backfill for the sea wall and the slope above it.

Additional Projects:

- San Francisco VA Medical Center, San Francisco, CA
- Roseville Civic Center Expansion, Roseville, CA
- Sacramento County Corporation Yard Buildings, Sacramento, CA
- City of Rocklin Corporation Yard Expansion, Rocklin, CA
- Diablo Art Center and Parking Structure, Danville, CA
- Civic Center Parking Garage Shoring Walls, San Jose, CA
- City of Galt Police Facility, Galt, CA
- California Medical Facility, Vacaville, CA
- California Men's Colony, San Luis Obispo, CA
- California Correctional Center, Susanville, CA
- Roseville Fire Department Station No. 7, Roseville, CA
- Moffett Field AFRC Project
- SACOG STARNET Infrastructure Project, Roseville, CA
- Mahany Park/Sports Complex, Fire Station No. 5, Roseville, CA
- Camp Parks Fire Station, Dublin, CA
- Dougherty Valley Community Center and Police Substation, San Ramon, CA

Educational Facilities

Dougherty Valley High School—San Ramon, CA

The Dougherty Valley High School will serve 2,200 students. The new high school consists of four 2-story classroom buildings, a library/commons building, a 400 seat theater, a career tech building, an administration building, a main gymnasium, an auxiliary gymnasium, an Olympic size swimming pool, basketball courts, baseball fields, softball fields, soccer/lacrosse fields, a football stadium with an artificial turf field and rubberized track, tennis courts and approximately 700 student parking stalls.



Our scope of services for the project included:

- A geotechnical and seismic hazards analysis of the site, plans and specifications for approximately 2,000 linear feet of Mechanically Stabilized Earth (MSE) walls up to 11-feet in height.
- Testing and Observation services of all earthwork operations involved in the construction of the school.
- Special Inspection services for all on-site retaining wall structures including MSE walls and concrete masonry unit (CMU) walls.

Additional Projects:

- Woodcreek High School, Roseville, CA
- De La Salle High School, Concord, CA
- Granite Bay High School, Granite Bay, CA
- Northgate High School, Walnut Creek, CA
- Foothills High School, Pleasanton, CA
- St. Vincent's School for Boys, San Rafael, CA
- Angelo Rodriguez High School, Fairfield, CA
- Oroville Middle School, Oroville, CA
- Windemere Ranch Middle School Site, San Ramon, CA
- Olympus Drive Intermediate School, Roseville, CA
- Gale Ranch Middle School, San Ramon, CA
- Town Center Elementary and Middle School, Lathrop, CA
- Kolb Elementary School, Dublin, CA

Power and Energy

Port of Stockton Primafuel Biodiesel Production Facility—Stockton, CA

The project is being designed as a 100 million gallon per year biodiesel manufacturing facility. ENGEО performed a geotechnical exploration for a proposed biodiesel production facility at the Port of Stockton in Stockton, California. The project includes four 1.6 million gallon tanks approximately 86 feet in diameter and 40 feet in height for bulk storage of vegetable oil feedstock material. Several concrete tilt up structures



designed to hold one skid mounted biodiesel processing unit and assorted pipes, valves, metering equipment, and other related facilities are included. An approximately 5,000 square foot steel framed administrative facility building and parking lot, railway spurs and pavement areas are proposed.

Additional Projects:

- Solar Power Collection Facility, San Luis Obispo County, CA
- Panoche Valley Solar Farm, San Benito County, CA
- Roseville Energy Park, Roseville, CA
- Solar Power Collection Facility, Byron, CA
- City of Winters Waste Water Treatment Plant Solar Arrays, Winters, CA
- Mariani Packing Company Solar Arrays, Vacaville, CA
- Zero Waste Energy Anaerobic Digestion Facility (Phase I-III), San Jose, CA
- Northern California Power Agency Exhaust Stack Addition, Loomis, CA
- Mirant Pittsburg Power Plant, Babcock & Wilcox, Pittsburg, CA
- SEADOG Pump Trial Platform, Humboldt County, CA
- BP/ARCO Marine Oil Terminal, Richmond, CA
- NuStar Marine Oil Terminal, Selby, CA
- International Matex Tank Terminals Marine Oil Terminal, Richmond, CA
- Plains All American Pipeline Marine Oil Terminal, Richmond, CA
- Shell/Equilon Marine Oil Terminal, Martinez, CA

Parks and Recreation

Middle Harbor Enhancement Area—Oakland, CA

The Middle Harbor Enhancement Area (MHEA) is the site of the former active Middle Harbor berthing docks and supply depot. The project is a cooperative effort by the US Army Corps of Engineers (USACE), the Port of Oakland, and several Resource Agencies. ENGEO's work is contracted through the USACE San Francisco District.



The site is an open water harbor that has been filled with dredged spoils from the Port of Oakland's 50-foot deepening project. Between 2001 and 2006, approximately 6 million cubic yards of dredge spoils were placed in the Middle Harbor. The fill was placed to restore approximately 225 acres of shallow water habitat. The MHEA currently provides public access to a 37-acre park that surrounds the marine habitat and provides areas for active use and nature observation. The MHEA also provides potential foraging habitat for the endangered California least tern, spawning habitat for Pacific herring, promotes fish production, and provides newly opened access to the shoreline and Bay.

ENGEO and staff from Land Marine Geotechnics (a firm acquired by ENGEO) have been working on this project for more than 20 years. Work on this project includes performing geotechnical investigations, characterization and analyses of the Young Bay Mud and underlying sand deposits in the Middle Harbor prior to filling, mapping of materials in the dredge areas and evaluation of the settlement behavior of the dredge spoil material placed in the former harbor. We helped the design team manage the design aspects of reaching surface elevations critical for long-term health of the proposed wetland habitat. Final sculpting of the MHEA fill will be accomplished to provide habitat enhancements such as low flow channels, and areas for growing eel grass, marshland and bird islands. The MHEA is expected to become a sustainable natural habitat area within the larger, busy, industrial setting of the port.

Our most recent work includes performing sampling of dredge material on a grid pattern to obtain samples for lab testing and general characterization of the existing fill. The purpose of this work is to assist in the prediction of ultimate mudline elevation and estimation of what soil types will be encountered during final grading. We performed 50 vibacore samples to depths of approximately 10 feet and 11 direct push samples to depths of approximately 30 feet. Work was performed off-shore from a pontoon barge.

Additional Projects:

- Auburn School Park Preserve, Auburn, CA
- Alta Mesa Park (now Memorial Park), San Ramon, CA
- All Wars Memorial, Danville, CA
- Lafayette-Moraga Trail Pavements, Lafayette, CA
- Leo J. Ryan Memorial Park Improvements, City of Foster City, CA

www.engeo.com

ENGEO
Expect Excellence

Corporate

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Santa Clara County

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San Jose, CA 95119
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Alameda County

1330 Broadway, Suite 730
Oakland, CA 94612
(510) 451-1255

San Joaquin County

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Ripon, CA 95366
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Placer County

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Los Angeles County

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Santa Clarita, CA 91351
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Expect Excellence

GEOTECHNICAL
ENVIRONMENTAL
WATER RESOURCES
CONSTRUCTION SERVICES

PREFERRED CLIENT FEE SCHEDULE

Effective April 2014

PROFESSIONAL SERVICES

President	\$285.00 per hour
Principal Engineer/Geologist.....	\$235.00 per hour
Associate Engineer/Geologist.....	\$215.00 per hour
Senior Engineer/Geologist.....	\$190.00 per hour
Project Engineer/Geologist/Manager	\$170.00 per hour
Environmental Scientist.....	\$170.00 per hour
Staff Engineer/Geologist.....	\$150.00 per hour
Assistant Engineer.....	\$125.00 per hour
Sr. Engineering Services Representative	\$135.00 per hour
Construction Services Manager.....	\$145.00 per hour
Senior Field Representative II	\$135.00 per hour*/**
Senior Field Representative I	\$120.00 per hour*/**
Field Representative.....	\$115.00 per hour*/**
Laboratory Technician.....	\$120.00 per hour*
Network Administrator.....	\$150.00 per hour
CAD Specialist.....	\$125.00 per hour
Project Assistant.....	\$105.00 per hour

- * Two-hour minimum portal to portal. Travel time, pick-up and delivery will be billed based on normal hourly rates, portal to portal.
- * **OVERTIME RATES:** Rates increased by factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates increased by factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday and all hours worked on Sunday and holidays.
- ** For Prevailing Wage projects, increase the hourly rate by \$15.
- ** Rates increased by factor of 1.25 for night shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates increased by factor of 1.875 (an additional factor of 1.5) for all night shift hours in excess of eight (8).

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 20%
- Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge). \$1,600.00 half day/\$3,200.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four-week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of client. A principal risk is the potential for human error by ENGEO. For client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, client agrees to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or twice ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
All-Terrain Vehicle (Mule)	25.00	hour
Bailers (Disposable)	8.00	each
Camera - Video	10.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	25.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	20.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Percussion Penetrometer)	50.00	hour
Floor Flatness/Floor Level Equipment	20.00	hour
Generator	15.00	hour
GPS Hand Held (Garmin)	5.00	hour
GPS Survey Grade (Trimble)	90.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	15.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	8.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	15.00	hour
R Meter (Pachometer)	15.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Skidmore Wilhelm Bolt Tension Calib.	10.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	12.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	25.00	hour
Vapor Emission Test Kit	25.00	kit
Vector Conversion	60.00	conversion
Vehicle, mileage, nuclear gauge, misc. equipment, wireless communication	20.00	hour
Vehicle, mileage, misc. equipment, wireless communication	11.00	hour
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.78	mile
Parking	actual	actual
Trailer	15.00	hour
AutoCAD, Terramodel (Hardware & Software)	20.00	hour
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

**CONTRACTING SERVICES AGREEMENT BETWEEN THE
CITY OF OAKLEY AND KLEINFELDER WEST, INC.
FOR ON-CALL MATERIALS TESTING SERVICES**

THIS AGREEMENT for ON-CALL MATERIALS TESTING SERVICES is entered into by and between the City of Oakley, a municipal corporation in the State of California (hereinafter referred to as "City") and KLEINFELDER, INC. (hereinafter referred to as "Contractor") as of JULY 1, 2014 (the "Effective Date").

Section 1. ATTACHMENTS. The attached exhibits are made a part of this Agreement. Exhibit "A" contains the prevailing wage requirements. Prevailing wages are required in the performance of this Contract as set forth in Exhibit "A". Exhibit "A" contains the Hours of Work provisions, Exhibit "B" contains the Scope of Services and Compensation Schedule, Exhibit "C" contains the Specific Insurance Requirements, and Exhibit "D" contains the Verification of Required Insurance. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in Exhibit "B" at the place(s) and in the manner specified therein.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on JUNE 30, 2016, and Contractor shall complete all the work described in Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8. The City reserves the right to extend the contract an additional two years from the original completion date for a revised completion date of JUNE 30, 2018.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards and specifications stated in the e and as observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. Contractor shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. If conflict exists between standards and specifications the more strict of the two shall be adhered to.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Contractor's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Contractor a sum not to exceed FIFTY THOUSAND DOLLARS (\$50,000) annually as described in Exhibit B, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Name of company and remittance address;
- Name and telephone number of contact for billing inquires;
- The beginning and ending dates of the billing period (Date(s) of work performed);
- A Task Summary containing the original contract amount, the amount of prior billings with dates, and the total due this period.
- Itemized - City Billing/Coding Number listed for each billed item.
- Attachment of approved proposals to monthly invoice if extra work (separate from regular maintenance work payment schedule) was performed.
- The Contractor's signature.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above and in the exhibits to pay Contractor.

2.3 **Total Payment.** City shall pay for the services to be rendered by Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.4 **Extra Work / Non-Contractual Work.** Any work not specifically included in Exhibit B that is either required to be done for Contractor to do proper maintenance or is a

recommendation by the Contractor, shall be submitted in writing to the City prior to start of work, and no work shall commence until signed approval is provided by the City to the Contractor for said work. All cost proposals shall be listed as a Time and Materials work with each line item listed for each material cost and labor costs, unless otherwise requested by the City.

- 2.5 **Payment of Taxes.** Contractor is solely responsible for the payment of employment and income taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 **Payment upon Termination.** In the event that the City or Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.7 **Authorization to Perform Services.** The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Contractor's use while meeting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

3.1 **Recycling Requirements.** Contractor agrees to comply with all City recycling requirements, and as set forth in the Oakley Municipal Code, including, but not limited to:

a. **Construction and Demolition.** Contractor must contact a customer service representative (CSR) at Oakley Disposal Service, Inc. to arrange for service for any and all construction and demolition work to be performed as part of this project unless Contractor has been approved by the City as a "self-hauler" as defined in Oakley Municipal Code §4.20.308. The CSR will ask if the drop box contains recycle material and will direct the Contractor to drop the construction and demolition debris, including dirt and cement, to a permitted processing facility. The Contractor must indicate on their order form, by checking the applicable box, that they need documentation to comply with the Oakley Municipal Code. This documentation must be provided to the City within ten (10) days of receipt of said documentation by Contractor.

b. **Commercial Self-Haul.** Business self-haul materials are accepted at various Oakley Disposal Service, Inc. local facilities for recycling and include, but are not limited to, wood, inerts, metals, tires, greenwaste, plastics, cardboard, mattresses, foam padding, propane tanks, e-waste and appliances. Contractor agrees to drop any and all business self-haul materials at a site designated on the website www.cccounty.us/depart/cd/recycle/.

c. Road Maintenance and Construction Projects. Contractor agrees to recycle greenwaste, asphalt, concrete and metal from any and all road maintenance and construction projects at Oakley Disposal Service, Inc. designated locations.

d. Office Recyclables. If Contractor has an office, temporary office, or trailer within the City of Oakley, Contractor agrees to recycle all paper, cardboard, bottles, cans, and toner cartridges at Oakley Disposal Service, Inc. designated locations.

e. Special Waste Materials. Contractor shall dispose of inert materials, including, but not limited to, concrete, asphalt and rubber, at Oakley Disposal Service, Inc. designated locations. Shingles and wood waste shall be diverted to the Recycling Center and Transfer Station (RCTS) located at 3700 Loveridge Road, Pittsburg, CA 94565. Scrap metal shall be dropped off at a large-scale scrap metal recycle facility operating within Contra Costa County which may be found at www.cccrecycle.org.

f. Universal Waste. Contractor shall dispose of batteries, mercury containing devices and lamps, and certain consumer electronics at a recycling center designated by Oakley Disposal Service, Inc.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance as set forth in Exhibit C against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section; as set forth in Exhibit C and under forms of insurance satisfactory in all respects to the City. Contractor shall maintain the insurance policies required by this section and as set forth in Exhibit C throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Verification of the required insurance is attached and incorporated herein as Exhibit D.

4.1 **Notice of Reduction of Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than five (5) days after Contractor is notified of the change in coverage.

4.2 **Variation.** The City may approve a variation in the insurance requirements, upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.3 **Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES. Contractor shall to the fullest extent allowed by law, with respect to all Services performed in connection with the Agreement, defend with Counsel acceptable to the City, and indemnify and hold the City and its officials, officers, employees, agents, and volunteers harmless from and against any and all losses that arise out of, pertain to, or relate to negligence, recklessness, or willful misconduct of the Contractor ("Claims"). Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liability is caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Contractor, the Contractor waives any and all rights of any type of express or implied indemnity against the indemnitees.

However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law. In addition, and notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties on Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONTRACTOR.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Contractor No Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an

agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.

Contractor shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Contractor.

Contractor may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of

such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or the City in connection with this Agreement.

- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- Immediately terminate the Agreement;
 - Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - Retain a different Contractor to complete the work not finished by Contractor; or
 - Charge Contractor the difference between the cost to complete the work that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described

above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

- 9.2 **Contractor's Books and Records.** Contractor and its subcontractors shall establish and maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time cards, invoices, receipts, vouchers, and other documents.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.1.1 **Dispute Resolution.** The Contract Administrator is empowered to issue orders and instructions to Contractor to effectuate the performance of the work and to ensure that the work complies with this Agreement. If Contractor receives a written direction or order from the Contract Administrator that the Contractor believes is inappropriate or not within the scope of work under this Agreement, the Contractor may appeal the Contract Administrator's order to the City Manager. Any such appeal must be filed within ten (10) business days after receipt of the contested order. The Contractor shall continue performing the work under the Agreement until the appeal is determined. In the event of any dispute between Contractor and the City, before either party may commence litigation to resolve such dispute, the matter shall be referred to nonbinding mediation. Each party shall bear its own costs and expenses for participation in the mediation, and each pay an equal share of the mediator's fees. In the event that the parties are unable among themselves to appoint a mutually satisfactory mediator, the matter shall be submitted to

the Walnut Creek office of JAMS*ENDISPUTE and a panelist shall be assigned by the administrator of that office.

- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by the City Engineer/Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Contractor shall be sent to:

Kleinfelder, Inc.
Attn: Fernando Silva
981 Garcia Avenue
Pittsburg, CA 94565

Any written notice to City shall be sent to:

City of Oakley
Attn: Kevin Rohani
City Engineer/Public Works Director
3231 Main Street
Oakley, CA 94561

10.11 Integration. This Agreement, including the Scope of Work, Compensation Schedule, Insurance requirements, and Verification of Required Insurance attached hereto and incorporated herein as Exhibits A, B, C, and D, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and the party will be bound by such signature.

The Parties have executed this Agreement as of the Effective Date.

CITY OF OAKLEY

Kleinfelder, Inc.

Bryan Montgomery, City Manager

Neil A. Steyer V.P. Regional Manager

Name, Title

Attest:

Libby Vreonis, City Clerk

Approved as to Form:

Derek Cole, City Attorney

EXHIBIT A

**PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.**

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the services shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for All hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Contractor and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services are to be performed for each craft or type of work needed to be published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Contractor and subcontractors engaged in the performance of the services shall pay no less than these rates to all persons engaged in performance of the services.
- B. In accordance with Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the services shall comply with Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services that the Contractor or any subcontractor pays less than the specified prevailing wage or such other amount as may be designated in that section from time to time. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of their obligations under the California Labor Code. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless

the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:

1. The contract executed between the Contractor and the subcontractor for the performance of part of the services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services.
 4. Prior to making final payment to the subcontractor, the Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the services shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.
- The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.
- D. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the services shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the services to employ for the services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the

Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

EXHIBIT B

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

EXHIBIT C

SPECIFIC INSURANCE REQUIREMENTS

MAINTENANCE CONTRACTS

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

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 no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$4,000,000)
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Builder's Risk (Course of Construction)** insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Professional Liability (if Design/Build)**, with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
6. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. 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 both CG 20 10 10 01 and CG 20 37 10 01 forms if later revisions used).

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that notice will be provided to City in the event that policy is terminated. Contractor shall immediately notify City of any insurance cancellation or termination and shall provide replacement insurance policy documentation to the City.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution 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 contract 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

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

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Worker's Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure

to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG20 10 10 01 and CG 20 37 10 01..

Special Risks or Circumstances

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

EXHIBIT D

VERIFICATION OF REQUIRED INSURANCE

Statement of Qualifications for On Call Materials Testing and Inspection Services

City of Oakley

May 30, 2014



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Cover Letter

May 30, 2014

Keith Coggins, P.E.
Senior Engineer
City of Oakley
3231 Main Street
Oakley, CA 94561

Re: **Statement of Qualifications
Provide On-Call Consultant Services – Materials Testing Services
City of Oakley, California**


Dear Mr. Coggins,

Thank you for the opportunity to present our statement of qualifications to provide Materials Testing Services for the City of Oakley (City) for various tasks and projects. We believe that we are strongly positioned to be one of the City's choices for these services for the following reasons:

- **Strong Project Manager and Technical Staff.** Leading the City's contract will be Fernando Silva, Senior Project Manager and Operations Manager for Kleinfelder's Pittsburg Office, a registered civil and geotechnical engineer with over 29 years of experience in geotechnical and materials testing services. Mr. Silva will be the primary contact person for this contract. Mr. Silva will be supported by strong, local field personnel who are multi-qualified to perform soils, asphalt, concrete, masonry, and steel inspection and testing to allow continuity within any project environment. **All of our staff is based out of our Pittsburg office and the vast majority of our field personnel live within a 30 minute drive of Oakley, making "on-call" weekend and evening assignments easily manageable.**
- **We offer economy of service**, in that our Pittsburg laboratory and office is located within 15 minutes of the City. We offer cost-effective services with prevailing wage labor rates that include vehicles and standard testing equipment used in performing our services. We anticipate that all personnel dispatched will come out of this office, as will 90 percent of the laboratory testing required. Should additional support be required, we can supplement with staff from four other offices located within a short drive of the City. **Our personnel are equipped with smart phones and laptop computers to respond immediately** to dispatch calls and to discuss immediately additional solutions with our professional staff when needed.
- **We believe our AASHTO, CALTRANS, CCRL, and DSA-certified laboratories** in Pittsburg and Hayward demonstrates our commitment to excellence and reflects the level of quality and experience required to effectively service the City's projects.
- **Kleinfelder has been providing materials testing and special inspection work for over 20 years** in Contra Costa, Solano, and Alameda Counties and we have provided as-needed materials testing services to over 30 public agencies throughout the Bay Area, including city, county, special districts, K-12 and community college clients such as the City of Oakley, City of Concord, City of Pittsburg, City of Brentwood, City of Antioch and other agencies such as Contra Costa County, Contra Costa Water District, Vallejo City Unified School District, Antioch Unified School District, Liberty Union High School District, and Pittsburg Unified School District. **Our clients are pleased with the responsiveness that our local office brings to them.**

If you have any questions or require additional information, please call me at (925) 427-6477 or on my cell at (925) 766-9417, or email at fsilva@kleinfelder.com. Thank you for your consideration.

Respectfully Submitted,
KLEINFELDER, INC.


Fernando J. Silva, PE, GE
Senior Project Manager / Operations Manager



Section 1 FIRM DESCRIPTION AND EXPERIENCE

FIRM DESCRIPTION

Kleinfelder is an employee-owned science, design, and engineering consulting firm providing solutions to meet our world's complex infrastructure and natural resource challenges. We specialize in geotechnical, seismic, environmental, and civil engineering and materials testing and inspection.

Since its founding in 1961, Kleinfelder has grown and developed steadily to become one of the largest 100% employee-owned engineering companies. Our reputation as an innovative industry leader is based on the high-quality work we've performed on literally thousands of environmental planning, engineering, scientific, technical, and construction management projects involving numerous varied and complex services. We have the expertise, breadth of experience, and global capabilities to serve the water, energy, transportation, and targeted segments of the major retail and commercial, industrial, governmental, and institutional markets with unrivaled service.



We operate from more than 70 offices globally and are fully staffed with experts from multiple disciplines; this allows us to provide the added benefit of local experience which results in cost-effective and timely service. Our ability to provide the right solutions to clients across disciplines has earned us recognition and awards from high-profile industry partners, government agencies, and national and international associations.

FIRM INFORMATION

	<u>Corporate</u>	<u>Local Office</u>
Firm Name:	Kleinfelder, Inc.	Kleinfelder, Inc.
Firm Address:	5015 Shoreham Place San Diego, CA 92122	981 Garcia Avenue, Suite A Pittsburg, CA 94565
Firm Phone #:	858.320.2000	925.427.6477
Firm Fax #:	858.320.2001	925.427.6478
Firm Website:	www.kleinfelder.com	www.kleinfelder.com
# Employees:	1,840 (company-wide)	100 (Bay Area Employees)
# Offices:	70+ (company-wide)	7 (Bay Area Offices)
Year Established:	1961 (Incorporated in 1962)	1990 (year Pittsburg office was opened)

PRIMARY CONTACT

Primary Contact (Pittsburg Office)

Fernando Silva, PE, GE
Senior Project Manager/Operations Manager
Phone: 925.427.6477
Cell: 925.766.9417
Fax: 925.427.6478
Email: fsilva@kleinfelder.com

FIRM CAPABILITIES

Kleinfelder has a wealth of experience with public works projects, and has a long, successful track record of providing services on public works-related projects. For over five decades, more than half of all projects completed by Kleinfelder have been in and/or for the public sector. Approximately 80% of our current projects in California are public works-related, either being performed directly for public agencies or through design/civil engineering firms. As a result, Kleinfelder is well versed in the requirements for timeliness and efficiency when working on public sector projects. After 50 years in the business, we have worked with many federal, state and local agencies and are knowledgeable of applicable codes, regulations, and ordinances associated with public works design and construction.

Typical Types of Public Works Projects

- | | | | |
|-----------------------|----------------------------------|------------------------------|-----------------------|
| • Roadways/Pavements | • Parks | • Water Treatment Facilities | • Creeks |
| • Bridges | • Libraries | • Pipelines/Storm Drains | • Culverts |
| • Airports | • Correctional Facilities | • Reservoirs And Dams | • Water Storage Tanks |
| • Redevelopment Areas | • City/Administrative Buildings | • Dams | • Water Mains |
| • Parking Structures | • Hospitals Schools/Universities | • Flood Control | • Sewers |

Kleinfelder has successfully completed over 3,000 projects throughout the San Francisco Bay Area. Our materials testing and inspection services combine over 50 years of expertise with quality assurance, project management, and responsive personal service. In addition to our extensive public works experience, we are extremely effective at managing as-needed contracts.

MATERIALS TESTING AND INSPECTION SERVICES

Kleinfelder's materials engineers work with design and owner/client professionals to provide technical knowledge and expertise in the analysis of construction materials, using both non-destructive and destructive testing programs suited to specific needs. By working closely with project team members throughout the project's duration, Kleinfelder is able to assist in balancing the often-competing elements of time, budget and quality. Services include:

Geotechnical Testing and Inspection

- Laboratory Testing of Soils
- Compaction Testing of Fill and Backfill
- Field Testing of Soils
- Monitoring of Fill Placement
- Evaluation of Suitability of Fill and Backfill Materials
- Monitoring of Foundation Construction, such as Driven Piles, Drilled Piers, Footings, etc.

Special Inspection (SI)

- Reinforced & Pre-Stressed Concrete
- Reinforcing Steel
- Spray-applied Fire Proofing
- Structural Welding
- Piling, Drilled Piers, and Caissons
- High-strength Bolting
- Shotcrete
- Structural Masonry

Materials Testing

- Soils
- Structural and Reinforcing Steel



- Aggregates
- Wood
- Rock
- Concrete
- Asphaltic Concrete
- Guniting and Shotcrete
- Paint and Protective Coatings
- Masonry Block, Brick, Grout, Mortar, and Assembled Prisms

Materials Engineering

- Building Performance Evaluations
- Failure Analysis
- Production Quality Control
- Product Testing
- Materials Research
- Forensic Engineering
- Materials Design

CURRENT/PRIOR MUNICIPAL PROJECT EXPERIENCE

The following list is a small sampling of services Kleinfelder has provided to local agencies on public works projects. These services are typical of city contracts similar to those the City of Oakley may require.

CITY OF OAKLEY, ON-CALL SERVICES (GEOTECHNICAL AND MATERIALS TESTING)

Client: City of Oakley, 3231 Main Street, Oakley, CA 94561

Contact: Mr. Jason Kabalin (925.625.7040)

Year: Ongoing

Key Staff: Fernando Silva, Qassim Siddiqyar, Aaron Bocchi, Gary Delabriandais, Joe Ochoa

Description of Services: Services include geotechnical, geological and seismic investigations and reports that provide recommendations for earthwork, foundations, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base and asphalt concrete; materials testing/inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing and quality control on various other on-call services. Projects have included the City of Oakley Sierra-Crete Investigation and Remediation study, the Landmark Plaza geotechnical design study, construction testing and inspection for Fire Station 93, and construction testing for several roadway widening and improvement projects throughout the City.

CITY OF CONCORD, ON-CALL GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING

Client: City of Concord, 1455 Gasoline Alley, Concord, CA 94520

Contact: Mr. Mark Migliore (925.671.3422), Mr. Mario Camorongan (925.671.3021)

Year: Ongoing

Key Staff: Fernando Silva, Qassim Siddiqyar, Gary Delabriandais, Joe Ochoa

Description of Services: Services include geotechnical, geological and seismic investigations and reports that provide recommendations for earthwork, landslide repairs, foundations, new bridge structures, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base and asphalt concrete; materials testing/inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing and quality control on various other on-call services. Representative projects include the Senior Center at Baldwin Park, City Center Building B, Meadow Homes Park Pool Rehabilitation, Ygnacio Valley Road Landslide Investigation and Repairs, Commerce Avenue Extension and Pine Creek Bridge, Marsh Drive Bridge Seismic Retrofit, Concord Blvd. Sidewalk Improvements, Wren Elementary

School Pedestrian Corridor Improvements, Lime Ridge Slide Investigation, and Concord Community Park Solar Panels project.

CITY OF PITTSBURG, ON-CALL SERVICES

Client: City of Pittsburg, 65 Civic Avenue, Pittsburg, CA 94565
Contact: Mr. Joe Sbranti (925.252.4923), Mr. Keith Halvorson (925.252.4928)
Year: Ongoing
Key Staff: Fernando Silva, Qassim Siddiqyar, Gary Delabriandais, Joe Ochoa

Description of Services: Kleinfelder has provided on-call geotechnical, and materials testing services to the City of Pittsburg for the past eleven years. Geotechnical services have included test borings to evaluate soil conditions, soil property determinations, pavement evaluations, pavement design, pavement rehabilitation and engineering analyses. Kleinfelder's materials testing services has included observation and testing during fill placement and compaction, roadway preparation, trench backfill, asphalt placement, concrete placement and compliance testing services in accordance with ASTM and Caltrans standards. Projects have included materials testing and inspection services on the Harbor Street Undercrossing, Highlands and Oak Hill Reservoirs, various storm drain improvements, storage tanks, and various road reconstruction projects. Under separate contract, Kleinfelder was selected to provide services for the new City Hall construction and the City's new Senior Center. Kleinfelder also provided peer review services for the Vista Del Mar and Bailey Estates residential projects.

CENTRAL CONTRA COSTA COUNTY SANITATION DISTRICT, ON-CALL MATERIALS TESTING

Client: Central Contra Costa County Sanitation District, 5019 Imhoff Place, Martinez, CA 94553
Contact: Mr. Edgar Lopez (925.229.7366), Mr. Paul Seitz (925.335.7743)
Year: Ongoing
Key Staff: Fernando Silva, Qassim Siddiqyar, Gary Delabriandais, Joe Ochoa

Description of Services: Kleinfelder has a long history of providing quality materials testing and inspection services to this client for locations throughout Contra Costa County. Services include soil testing, concrete sampling, engineering, and special inspection services. Projects involve numerous miles of pipeline with various concrete support structures. Representative projects include the A-Line Relief Interceptor Project in Concord, Dougherty Valley Pipeline, North and South Orinda Sewer Pipeline projects, Pleasant Hill Relief Interceptor, Phase I and III, Lakewood Sewer Renovations (various locations), Alhambra Trunk Sewer, City of Martinez Downtown Sewer Improvements, Lafayette Sewer Improvements, CSOD Administration, Crew, and Warehouse Facility, and seismic improvements for HOB.

CONTRA COSTA COUNTY CAPITAL PROJECT MANAGEMENT DIVISION, ON-CALL SERVICES (GEOTECHNICAL AND MATERIALS TESTING)

Client: Contra Costa County, Capital Projects Management Division, 255 Glacier Drive, Martinez, CA 94553
Contact: Mr. Rob Lim (925.313.7200, Mr. Ramesh Kanzaria (95.313.7200)
Year: Ongoing
Key Staff: Fernando Silva, Christopher Nardi, Joe Ochoa

Description of Services: Kleinfelder has worked closely with the Contra Costa County Capital Projects Management Division on numerous projects throughout Contra Costa County, including various Fire Station projects, the Contra Costa Regional Medical Center, the Social Services Building, the Headstart Center, the new Animal Shelter, the Contra Costa County Public Works Building Addition, the new Contra Costa County District Attorney's Office Building, and Contra Costa County Psychiatric Facility.

Section 2 CUSTOMER SERVICE

PROJECT SUPPORT SERVICES

We believe excellence in engineering goes hand in hand with effective project management. Strict compliance to budget, schedule and regulatory issues, while maintaining quality, requires the effective management of resources, manpower, equipment, materials and capital.

That is why we assign a highly competent and experienced professional project manager for each project. The project manager, with his/her staff, plans, directs, coordinates, and controls project execution. He or she is supported by a task force of specialists selected specifically for the anticipated scope of work. The project manager maintains overall control and is responsible to the client and Kleinfelder management for all aspects of the work.

COST CONTROL

Every client dreads cost overruns and we consider minimizing or eliminating these overruns an integral part of our commitment to excellence. We use a centralized computer accounting system (Deltek Vision 7.0) that tracks project activity on a weekly basis. This provides us with regular status reports on project costs and work activity so that we can monitor job progress for comparison to projected budgets. Project Managers are alerted when they are within 75% and 90% of the project budget. This reduces the chances of cost overruns and when necessary allows enough time to arrange for change orders before a project goes over budget.

Our invoices include all necessary backup and the format is tailored to suit the City's needs. Our objective is to produce invoices that are clear, accurate and easy to understand.

QUALITY CONTROL

Kleinfelder has built its reputation in large part because of our commitment to quality services. This commitment includes the development of a comprehensive and fully implemented quality control/ quality assurance (QC/QA) program that is applied company-wide.

The program governs our technical work and services, including geotechnical and environmental services, inspection and special inspection services, soil and aggregate sampling and testing, sediment testing, asphalt-concrete sampling and testing, pavement evaluation and analysis, concrete/masonry sampling and testing, and testing of miscellaneous materials such as wood, steel, and so forth.

Additionally, Kleinfelder is a 100 percent employee-owned firm. With a personal as well as professional stake in the outcome of our work, we believe in doing the job right the first time.

Section 3 APPROACH TO COMPLETING SCOPE OF WORK

APPROACH

Our approach to materials testing and inspection projects is to work diligently to assure accuracy, timeliness and thoroughness in communicating with the City. To facilitate this approach, our technicians will prepare a written daily field report (DFR) prior to leaving the project site each day. A copy of this report will be left on site with the City's Field Inspector. If the Field Inspector is not onsite, we can email or fax a copy of the report to the inspector at the end of each workday. Any concerns will be discussed with the City's Field Inspector immediately on site or via telephone.

At project completion, a final report will be prepared and submitted to the City summarizing the results of all tests performed on the project. We will mail concrete break reports to the City after each break is performed, and will fax the results of laboratory conformance tests for soils, aggregates, asphalt, and other materials as they become available.

Just the location of our lab in Pittsburg allows us to fast-track laboratory testing in that the majority of the samples will only require about 15 minutes of drive time from the City's construction sites to the Pittsburg Kleinfelder Lab. Use of the optional web site service will also greatly reduce response time for access to reports by allowing the reports to become available to City personnel immediately following test completion. The fact that we are local also means that chances are we may often be able to dispatch personnel from a nearby site thereby providing quicker response time than other companies.

Samples of materials requiring laboratory testing will be picked up on the same day they are requested and delivered to our Pittsburg laboratory. Testing turnaround times are based on requirements set forth in the appropriate Test Methods, and are carried out as rapidly as the test method will allow. Our standard turnaround time for Moisture-Density Relationships (compaction curves) is one day from delivery to the laboratory. If requested, checkpoints can be performed and reported on the same day. Turnaround times associated with other soils tests are usually one to two days dependent on test method requirements. Results will become available to the City the same day that the test is completed. Concrete strength specimens are returned to the laboratory within 24 hours of being cast, and are cured with compression test results becoming available at 7, 14, and 28 days from the date of placement. Shrinkage specimens are returned to the laboratory within 24 hours of being cast, and then undergo a 7-day soak period and have measurements taken over 28 days. Results will become available the same day that the test is completed.

Although we prefer 24 hours advance notice for required field work in order to ensure scheduling and availability of our field personnel, the City can be assured that we will 'turn on a dime' to service the City's projects. We can do this due to our close proximity to the City and the dedication that our field personnel have to City projects. We can schedule and dispatch field personnel on a minimum advance notice of 4 hours, if necessary. ***In addition, the majority of our field personnel live within close proximity to our Pittsburg office and are thereby readily available to work overtime and on weekends, if needed.***

We are committed to meeting your needs. Kleinfelder has a long history of providing on-call consulting services to the City of Oakley and various other cities and municipalities in the area. This experience gives us the knowledge of procedures that will enable us to respond in a timely, efficient manner to the City's needs. In addition, because of our long history of working on City of Oakley projects requiring soils and construction materials testing, we have developed a deep understanding of the City's requirements. What we do offer is the most local, responsive, well-qualified, and certified staff who will work with the City to reduce costs and complete your projects in a timely manner.

PROPER LICENSES

Kleinfelder is a California Corporation incorporated in 1961 in Stockton, California. Our California State engineering license is 467252 in which we operate under. All of our Principals, Project Managers, and technical staff leads are California registered civil engineers, geotechnical engineers, geologists, and engineering geologists.



Kleinfelder's accredited laboratories are inspected and certified regularly by the appropriate agencies. In order to meet our accreditation requirements, we maintain an in-house quality assurance program to ensure that qualified personnel are assigned to projects, testing equipment is calibrated at specified intervals with calibrations performed in accordance with applicable ASTM standards. Calibration, where applicable, is traceable to the National Bureau of Standards, and our field and laboratory activities are supervised by registered engineers.

Reliable data is critical to the success of any project. A sophisticated QA/QC program is imperative for assuring data is reliable. Consistent with our goal of achieving high levels of data accuracy and reproducibility, Kleinfelder maintains a strict QA/QC program which is enhanced by regular government agency inspections. The most significant outside QA/QC inspections of our laboratories are conducted by the National Bureau of Standards through the Commercial Testing Laboratory Accreditation Program and Cement, Concrete Reference Laboratory Program. These inspections, conducted by special teams, consist of extensive and detailed evaluations of laboratory testing equipment and procedures.

At Kleinfelder, specified inspections and tests are performed in accordance with the applicable test procedures and governing code. To meet this high quality standard, we are involved with many governing agencies and QC/QA organizations. For our efforts, Kleinfelder has been acknowledged by several Governmental and/or Regulatory Agencies overseeing our profession. A primary standard for professional laboratory services is ASTM E329; Kleinfelder meets the requirements of ASTM E329, Standard Practice for "Use in the Evaluation of Testing and Inspection Agencies as used in Construction." ASTM and Caltrans test methods are employed in our testing services on a daily basis. Our soils and concrete laboratories are inspected by a department of the Federal government through the Cement and Concrete Reference Laboratories (CCRL) program, and our laboratories are also inspected by CALTRANS and AASHTO.

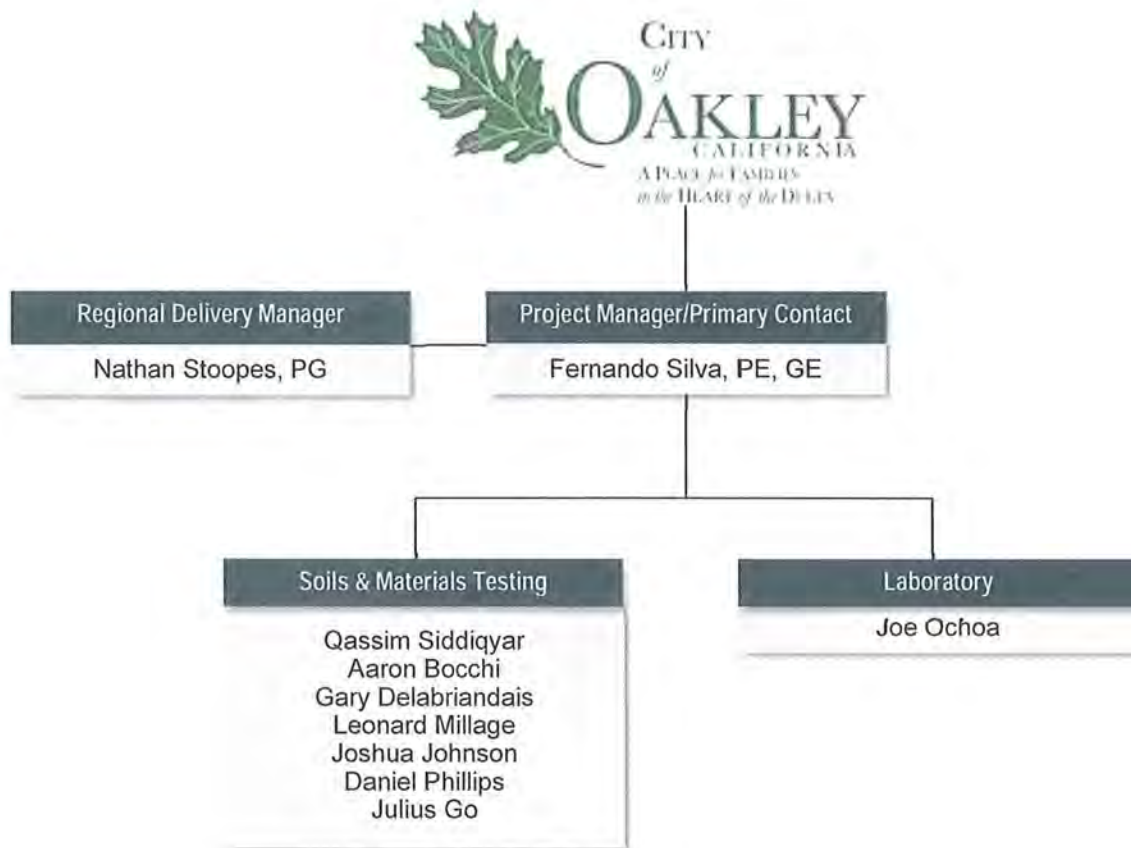
Organization	Kleinfelder Certifications
ACI - American Concrete Institute	Many field and laboratory personnel are ACI certified.
AASHTO - American Association of State Highway and Transportation Officials	Approved laboratory for construction related to roads, bridges, highways and railroads.
ASTM - American Society for Testing and Materials	Laboratory testing complies with ASTM procedures and standards.
AWS - American Welding Society	Many field personnel are AWS certified welding inspectors.
Organization	Kleinfelder Certifications
CALTRANS - California Department of Transportation	Personnel certified to perform laboratory testing and batch plant inspection in accordance to Caltrans test procedures.
CCRL - Cement and Concrete Reference Laboratories	Approved laboratory for testing services and quality control. CCRL reviews laboratory procedures bi-annually and audits all testing procedures we are currently certified to perform.
DSA/ORS - Division of the State Architect, Office of Regulation Services	Approved LEA (#87) laboratory for materials testing and geotechnical services, a distinction not held by all firms in our profession.
ICC - International Code Council	Approved testing and inspection agency on the current list of approved testing firms for all construction that is enforced by the local building departments in the Bay Area. Many of our field personnel have multiple ICC certifications.
NICET - National Institute for Certification in Engineering Technologies	Many field and laboratory personnel are NICET certified.
Nuclear Gauge Safety Certification	Many personnel have their State of California, Nuclear Gauge Safety Certification.

KEY PERSONNEL

Our Project Manager, Mr. Fernando Silva, PE, GE is dedicated to this contract for its duration. Likewise, all proposed staff members have been selected with a commitment to remain available for this contract. Key staff will be available up to 100% of the time on an as-needed basis. The ability to perform on this contract is well within Kleinfelder's Pittsburg office's capacity. We possess the geographic proximity, the technical personnel, and equipment resources, as well as the administrative support, to perform the services requested for this contract.

The following key project staff are available and prepared to devote the necessary time and resources for timely completion of the City's projects under this contract. Our overall Project Manager, Mr. Silva, has the authority to commit additional resources in the Pittsburg office, and our Regional Delivery Manager, Nathan Stoopes, PG, has the authority to commit additional resources from other office staff to assist with projects in the event that the assigned project team requires additional support. This will help to ensure on schedule completion of the projects. We are committed to utilizing local bay area staff when at all possible.

ORGANIZATIONAL CHART



FERNANDO SILVA, PE, GE

Role:
Project Manager/Primary Contact

Experience:
29 Years (16 with Kleinfelder)

Education:
MS, Structural Engineering, University of Manitoba
BS, Civil Engineering, University of Manitoba

Registration/Certification:
CA: Professional Engineer, Civil, No. 48569
CA: Geotechnical Engineer, No. 2519

Mr. Silva has 29 years of diversified experience in geotechnical engineering and materials testing services involving various public works projects including city streets, highways and bridges. His expertise includes managing field investigations, performing engineering analyses, preparing geotechnical engineering reports, plan reviews, and providing engineering consultation during construction of projects. He is experienced in design of shallow and deep foundations, retaining walls, pavement design, earthwork including hillside grading, drainage, subgrade stabilization, and slope stability analysis. Mr. Silva's materials testing background includes the supervision and management of construction inspection/testing services related to concrete, soil, masonry, and structural steel. Other responsibilities have included field inspection services, review of concrete mix designs, and forensic studies of distressed concrete and pavement. He is experienced with Uniform Building Code (UBC), California Building Code (CBC), ASTM and AASHTO test methods, and Caltrans standards and methods in the areas listed.

City of Oakley, On-Call Services (Geotechnical and Materials Testing), Oakley, California. Mr. Silva is the project manager for this contract, which includes geotechnical, geological and seismic investigations and reports that provide recommendations for earthwork, foundations, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base and asphalt concrete; materials testing/inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing and quality control on various other on-call services. Projects have included the City of Oakley Sierra-Crete Investigation and Remediation study, the Landmark Plaza geotechnical design study, construction testing and inspection for Fire Station 93, and construction testing for several roadway widening and improvement projects throughout the City.

City of Concord, On-Call Geotechnical and Construction Materials Testing Services, Concord, California. Mr. Silva has been the project manager for this contract, which includes geotechnical, geological and seismic investigations and reports that provide recommendations for earthwork, landslide repairs, foundations, new bridge structures, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base and asphalt concrete; materials testing/inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing and quality control.

City of Pittsburg, On-Call Services, Pittsburg, California. Mr. Silva is the Project Manager for this contract where Kleinfelder has provided on-call geotechnical, environmental engineering, and materials testing services to the City of Pittsburg for the past 12 years. Geotechnical services have included test borings to evaluate soil conditions, soil property determinations, pavement evaluations, pavement design, pavement rehabilitation and engineering analyses. Projects have included materials testing and inspection services on the Harbor Street Undercrossing, Highlands and Oak Hill Reservoirs, various Storm Drain and Sewer Improvements, and various New Roads and Roadway Reconstruction projects. Under separate contracts Kleinfelder was selected to provide services for the new City Hall construction, the City's new Senior Center, a new Fire Station, a new mixed-use commercial/residential project, and peer review services for the Vista Del Mar residential development.

Contra Costa County, On-Call Services, Contra Costa County, California. Project Manager for this contract where Kleinfelder has been providing services to Contra Costa County for over 14 years. Projects have included construction testing and inspection services at the pipeline placement for the Los Vaqueros Water Conveyance Pipeline project. In the last three years, Kleinfelder has worked closely with the Contra Costa County Architect's office and the Fire Protection District on numerous pavement repair investigation and construction projects for various fire stations throughout the County.

QASSIM SIDDIQYAR

Role:

Lead Field Technician

Experience:

28 Years (15 with Kleinfelder)

Education:

BS, Civil Engineering, Technical University, Berlin

Registration/Certification:

DOT Caltrans: Various Test Methods
Nuclear Gauge

Mr. Siddiqyar has 28 years of experience in all phases of geotechnical field testing. He is proficient in testing with both the nuclear gauge and the sand cone. He has extensive experience in quality control for soil and material testing of highways, bridges, large and small scale grading projects, and estimation of material quantities and costs. He has performed plant and field testing during embankment construction and select fill placements. He also has extensive experience in laboratory soil- index testing, calibration and maintenance of nuclear gauges.

City of Oakley, On-Call Services (Geotechnical and Materials Testing), Oakley, California. Mr. Siddiqyar provided testing and observation services for this contract. Projects have included the City of Oakley Sierra-Crete Investigation and Remediation study, the Landmark Plaza geotechnical design study, construction testing and inspection for Fire Station 93, and construction testing for several roadway widening and improvement projects throughout the City.

City of Concord, On-Call Geotechnical and Construction Materials Testing Services, Concord, California. Mr. Siddiqyar provided testing and observation services for this contract. Representative projects include the Senior Center at Baldwin Park, Civic Center Building B, Meadow Homes Park Pool Rehabilitation, Ygnacio Valley Road Landslide Investigation and Repairs, Commerce Avenue Extension and Pine Creek Bridge, Concord Boulevard Sidewalk Improvements, Wren Elementary School Pedestrian Corridor Improvements, and Lime Ridge Slide Investigation.

City of Pittsburg, On-Call Services, Pittsburg, California. Mr. Siddiqyar provided testing and observation services for this on-call contract where Kleinfelder has provided on-call geotechnical, environmental engineering, and materials testing services to the City of Pittsburg for the past 12 years. Projects have included materials testing and inspection services on the Harbor Street Undercrossing, Highlands and Oak Hill Reservoirs, various storm drain and sewer improvements, and various new roads and roadway reconstruction projects.

Contra Costa County, On-Call Services, Contra Costa County, California. Mr. Siddiqyar provided construction testing and inspection services on numerous projects throughout Contra Costa County, including various fire station projects, the Contra Costa Regional Medical Center, the Social Services Building, the Headstart Center, the Animal Shelter, the Contra Costa County Public Works Building Addition, and the new Contra Costa County District Attorney's Office Building.

Contra Costa Water District, On-Call Materials Testing & Inspection Services, Contra Costa County, California. Mr. Siddiqyar provided soil and concrete testing and inspection on various construction projects under multiple contract periods. Services have included concrete field inspection services, concrete cylinder compression tests, concrete shrinkage tests, shotcrete inspection and testing services, welding inspections, soil compaction curves, R-values and Nuclear Density testing.

Central Contra Costa County Sanitary District, On-Call Materials Testing & Inspection Services, Contra Costa County, California. Performed soil and concrete observation and testing under an on-call materials testing and inspection services contract for locations throughout the County.

City of Brentwood Pavement Management Program 2008, Brentwood, California. Mr. Siddiqyar provided construction testing and inspection services for the 2008 Pavement Management Program, which included soils, aggregate base, and asphalt concrete testing.

AARON BOCCHI

Role:
Field Technician

Experience:
20 Years (9 with Kleinfelder)

Registration/Certification:
ICC: Structural Masonry, Reinforced
Concrete, Spray-Applied Fireproofing
ACI: Field Testing Technician, Grade I
DOT Caltrans: Various Test Methods
Nuclear Gauge

Mr. Bocchi has over 20 years of experience in the Geotechnical Engineering and Materials Testing profession. He has provided field inspection, laboratory testing, project issued report writing, project management, marketing, and industry related services.

His materials testing experience includes soil, asphaltic concrete, reinforced concrete, pre-stressed/post-tension concrete, batch plant inspection/quality control, proof load testing, epoxy anchorage, shotcrete, structural masonry, spray-applied fireproofing, and related laboratory testing.

His geotechnical engineering experience includes testing and observation services during mass grading, landslide repair, expansive soil grading, underground utility installation, and exploratory drilling for use in soil classification. He has also observed and recorded data during the installation of helical pier, concrete pier, pipe pile, concrete pile, and pressure grouting.

City of Oakley, On-Call Services (Geotechnical and Materials Testing), Oakley, California. Mr. Bocchi provided testing and observation services for this contract. Projects have included the City of Oakley Sierra-Crete Investigation and Remediation study, the Landmark Plaza geotechnical design study, construction testing and inspection for Fire Station 93, and construction testing for several roadway widening and improvement projects throughout the City.

Vallejo Water District, On-Call Materials Testing 2010-2011 and 2011-2012, Vallejo, California. Mr. Bocchi performed project management, laboratory testing, field testing and observation services during the installation of several new water main lines for various streets throughout the city and performed concrete sampling for the Hollywood Avenue Pump Station.

Vallejo Sanitation and Flood Control District, On-Call Materials Testing 2010-2011 and 2011-2012, Vallejo, California. Mr. Bocchi performed project management, laboratory testing, field testing and observation services during the installation of new sanitary sewer lines for various streets throughout the city.

City of Benicia, On-Call Materials Testing 2010-2011 and 2011-2012, Benicia, California. Mr. Bocchi performed project management, laboratory testing, field testing and observation services during several construction projects throughout the city.

Contra Costa County Sanitation District, Walnut Creek Sewer Rehabilitation 2010-2011 and 2011-2012, Contra Costa County, California. Mr. Bocchi performed project management, laboratory testing, field testing and observation services during the installation of several new sanitary sewer lines for various streets throughout Walnut Creek and Clyde.

City of Pittsburg Pavement Management Project, Pittsburg, California. Mr. Bocchi performed project management, laboratory testing, field testing and observation services during asphaltic concrete placement for various streets throughout the city.

City of Pittsburg Railroad Avenue Water Main Project, Pittsburg, California. Mr. Bocchi performed, project management, laboratory testing, field testing and observation services during the installation of a new water main along Railroad Avenue.

GARY DELABRIANDAIS

Role:
Field Technician

Experience:
18 Years (14 with Kleinfelder)

Registration/Certification:
ICC: Structural Masonry, Reinforced
Concrete
ACI: Field Testing Technician, Grade I
DOT Caltrans: Various Test Methods

Mr. Delabriandais has 18 years of experience in the construction/inspection and supervision of construction projects. His experience includes reinforced concrete, earthwork monitoring, post tension, precast, and cast-in-place concrete, and reinforced masonry construction. He has performed the above-mentioned services for K-12 schools and community colleges, municipal agencies, developers, and contractors.

City of Oakley, On-Call Services (Geotechnical and Materials Testing), Oakley, California. Mr. Delabriandais provided testing and observation services for this contract. Projects have included the City of Oakley Sierra-Crete Investigation and Remediation study, the Landmark Plaza geotechnical design study, construction testing and inspection for Fire Station 93, and construction testing for several roadway widening and improvement projects throughout the City.

City of Concord, On-Call Geotechnical and Construction Materials Testing Services, Concord, California. Mr. Delabriandais provided testing and observation services for this contract. Representative projects include the Senior Center at Baldwin Park, Civic Center Building B, Meadow Homes Park Pool Rehabilitation, Ygnacio Valley Road Landslide Investigation and Repairs, Commerce Avenue Extension and Pine Creek Bridge, Concord Boulevard Sidewalk Improvements, Wren Elementary School Pedestrian Corridor Improvements, and Lime Ridge Slide Investigation.

Contra Costa Water District, On-Call Materials Testing & Inspection Services, Contra Costa County, California. Mr. Delabriandais provided soil and concrete sampling and testing as part of Kleinfelder's on-call materials testing and inspection services contract with CCWD. His responsibilities included concrete field inspection services, concrete cylinder compression tests, concrete shrinkage tests, shotcrete inspection and testing services, welding inspections, soil compaction curves, R-values and nuclear density testing.

City of Brentwood Senior Center / Concession Complex, Brentwood, California. Mr. Delabriandais was the lead field technician for this project. The project consisted of the construction of a Senior Center building and a Concession Stand building, new underground utilities, exterior concrete flatwork, asphalt concrete paved parking lot and driveways, concrete curb-and-gutters, and landscaping. The Senior Center building is a pre-fabricated two-story structure of steel framed construction with lower masonry walls and upper insulated panel exterior walls. The building is supported on a shallow foundation system consisting of isolated and continuous footings with a slab-on-grade floor. The Concession Stand building is a single-story masonry structure supported on continuous shallow footings with a slab-on-grade floor. Kleinfelder provided materials testing and special inspection of reinforced concrete, structural masonry construction, structural steel construction, which included shop and field welding inspections, high strength bolting, and installation of epoxy bolts and dowels. Kleinfelder also performed testing of soils, aggregate base and asphalt for parking and driveway areas.

State Route 4 Bypass, Eastern Contra Costa County, California. Mr. Delabriandais performed concrete sampling and testing services on this transportation improvement project in eastern Contra Costa County involving approximately 9 miles of highway and 6 overpasses/bridges.

State Route 4 East - Railroad to Loveridge Widening Project, Pittsburg, California. Mr. Delabriandais performed materials testing/special inspection services for this Caltrans project, including continuous observation and field density testing during subgrade preparation, as well as special inspection during concrete construction.

JOE OCHOA

Role:

Laboratory Supervisor

Experience:

25 Years (20 with Kleinfelder)

Registration/Certification:

ICC: Structural Masonry, Reinforced Concrete

ACI: Field Testing Technician, Grade I

DOT Caltrans: Various Test Methods

Mr. Ochoa has over 25 years of experience in the construction industry. His responsibilities include observation, inspection, and testing of concrete, soils and masonry. Laboratory duties include compaction curves, sieve analyses, and compression testing of concrete, grout and mortar.

City of Oakley, On-Call Services (Geotechnical and Materials Testing), Oakley, California. Mr. Ochoa provided testing and observation services for this contract. Projects have included the City of Oakley Sierra-Crete Investigation and Remediation study, the Landmark Plaza geotechnical design study, construction testing and inspection for Fire Station 93, and construction testing for several roadway widening and improvement projects

throughout the City.

City of Concord, On-Call Geotechnical and Construction Materials Testing Services, Concord, California.

Mr. Ochoa provided testing and observation services for this contract. Representative projects include the Senior Center at Baldwin Park, Civic Center Building B, Meadow Homes Park Pool Rehabilitation, Ygnacio Valley Road Landslide Investigation and Repairs, Commerce Avenue Extension and Pine Creek Bridge, Concord Boulevard Sidewalk Improvements, Wren Elementary School Pedestrian Corridor Improvements, and Lime Ridge Slide Investigation.

City of Pittsburg, On-Call Services, Pittsburg, California.

Mr. Ochoa provided testing and observation services for this contract where Kleinfelder has provided on-call geotechnical, environmental engineering, and materials testing services to the City of Pittsburg for the past 12 years. Projects have included materials testing and inspection services on the Harbor Street Undercrossing, Highlands and Oak Hill Reservoirs, various Storm Drain and Sewer Improvements, and various New Roads and Roadway Reconstruction projects.

Central Contra Costa County Sanitary District, On-Call Materials Testing & Inspection Services, Contra Costa County, California.

Mr. Ochoa is the laboratory manager under this contract. Kleinfelder has a long history of providing quality materials testing and inspection services to this client for locations throughout Contra Costa County. Services include soil testing, concrete sampling, and engineering and special inspection services. Projects involve numerous miles of pipeline with various concrete support structures. Representative projects include Dougherty Valley Pipeline, North and South Orinda Sewer Pipeline projects, Pleasant Hill Relief Interceptor, Phase I and III, Lakewood Sewer Renovations (various locations), Alhambra Trunk Sewer, City of Martinez Downtown Sewer Improvements, and the A-Line Relief Interceptor project in Concord. Provided testing and observation services for this contract.

Contra Costa Water District, On-Call Materials Testing & Inspection Services, Contra Costa County, California.

Mr. Ochoa provided soil and concrete testing and inspection on various construction projects under this on-call contract.

City of Brentwood Senior Center / Concession Complex, Brentwood, California.

Mr. Ochoa provided testing and observation during construction of a new Senior Center and Concession Stand building with new underground utilities, exterior concrete flatwork, asphalt concrete paved parking lot and driveways, concrete curb-and-gutters, and landscaping. The Senior Center building is a pre-fabricated two-story structure of steel framed construction with lower masonry walls and upper insulated panel exterior walls. The building is supported on a shallow foundation system consisting of isolated and continuous footings with a slab-on-grade floor. The Concession Stand building is a single-story masonry structure supported on continuous shallow footings with a slab-on-grade floor.

Section 4 REFERENCES

City of Oakley, On-Call Services (Geotechnical and Materials Testing)

Client: City of Oakley, 3231 Main Street, Oakley, CA 94561

Contact: Mr. Jason Kabalin (925.625.7040)

Description of Services: Services include geotechnical, geological and seismic investigations and reports that provide recommendations for earthwork, foundations, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base and asphalt concrete; materials testing/inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing and quality control on various other on-call services. Projects have included the City of Oakley Sierra-Crete Investigation and Remediation study, the Landmark Plaza geotechnical design study, construction testing and inspection for Fire Station 93, and construction testing for several roadway widening and improvement projects throughout the City.

City of Concord, On-Call Geotechnical and Construction Materials Testing

Client: City of Concord, 1455 Gasoline Alley, Concord, CA 94520

Contact: Mr. Mark Migliore (925.671.3422), Mr. Mario Camorongan (925.671.3021)

Description of Services: Services include geotechnical, geological and seismic investigations and reports that provide recommendations for earthwork, landslide repairs, foundations, new bridge structures, retaining walls, pavement design, and trench backfill; groundwater investigations; pavement repair investigations; third party reviews of other firms' geotechnical reports; earthwork testing/inspection services for trench backfill, structural backfill, engineered fill, street subgrades, aggregate base and asphalt concrete; materials testing/inspection services for reinforced concrete and steel; non-destructive and destructive testing of Portland cement and asphalt concrete; and general materials sampling, testing and quality control on various other on-call services. Representative projects include the Senior Center at Baldwin Park, City Center Building B, Meadow Homes Park Pool Rehabilitation, Ygnacio Valley Road Landslide Investigation and Repairs, Commerce Avenue Extension and Pine Creek Bridge, Marsh Drive Bridge Seismic Retrofit, Concord Blvd. Sidewalk Improvements, Wren Elementary School Pedestrian Corridor Improvements, Lime Ridge Slide Investigation, and Concord Community Park Solar Panels project.

Central Contra Costa County Sanitation District, On-Call Materials Testing

Client: Central Contra Costa County Sanitation District, 5019 Imhoff Place, Martinez, CA 94553

Contact: Mr. Edgar Lopez (925.229.7366), Mr. Paul Seitz (925.335.7743)

Description of Services: Kleinfelder has a long history of providing quality materials testing and inspection services to this client for locations throughout Contra Costa County. Services include soil testing, concrete sampling, engineering, and special inspection services. Projects involve numerous miles of pipeline with various concrete support structures. Representative projects include the A-Line Relief Interceptor Project in Concord, Dougherty Valley Pipeline, North and South Orinda Sewer Pipeline projects, Pleasant Hill Relief Interceptor, Phase I and III, Lakewood Sewer Renovations (various locations), Alhambra Trunk Sewer, City of Martinez Downtown Sewer Improvements, Lafayette Sewer Improvements, CSOD Administration, Crew, and Warehouse Facility, and seismic improvements for HOB

Section 5 FEE SCHEDULE

CITY OF OAKLEY FEE SCHEDULE

A summary of our staff rates as they may relate to this contract are presented below.

PROFESSIONAL STAFF RATES*

Professional	\$130/hour
Staff Professional	\$155/hour
Project Professional	\$165/hour
Project Manager	\$185/hour
Senior Project Manager	\$205/hour
Principal Professional	\$205/hour
Senior Principal Professional	\$215/hour

ADMINISTRATIVE/TECHNICAL STAFF RATES

Administrative/Word Processing	\$75/hour
Field Technician (Testing & Inspection)	\$90/hour
Designer/Drafter	\$115/hour

Minimum Charges for Office Time Per Day	One Hour at Applicable Rate
Minimum Charges for Testing and Inspection	Two Hours at Applicable Rate

A 2-hour minimum charge will be made for all field testing and inspection services, with 1-hour increments thereafter. Mileage is charged separately at \$0.75 per mile. No separate charges will be invoiced for vehicle or standard testing equipment. Field work cancellations made after the technician/inspector has arrived onsite will be charged at the 2-hour minimum rate. All other cancellations will be at no charge. Time is measured portal to portal from our Pittsburg office to the project site.

Technician/Inspector rates are covered by California Prevailing Wage laws, and are subject to increases during the course of the contract based on increases in Prevailing Wage Rates as dictated by the DIR. Time worked in excess of 8 hours per day and Saturday work will be charged at 1.5 times the hourly rates. Time worked in excess of 12 hours per day, as well as Sunday and Holiday work, will be charged at 2 times the hourly rate.

Subcontractors: Markup for subcontractor work (if needed) is 15%.

*Applies to all professional rates including but not limited to civil, mechanical, chemical, electrical, geotechnical and environmental engineers; industrial hygienists; geologists; hydrogeologists; and computer specialists.

SOIL TESTS

SOIL DENSITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Standard Proctor, 4" Mold	STANDARD PROCTOR, 4"	D698, T99	\$210.00 each
Standard Proctor, 6" Mold	STANDARD PROCTOR, 6"	D698, T99	\$235.00 each
Modified Proctor, 4" Mold	MODIFIED PROCTOR, 4"	D1557, T180	\$215.00 each
Modified Proctor, 6" Mold	MODIFIED PROCTOR, 6"	D1557, T180	\$240.00 each
Proctor Check Point	PROCTOR CHECK POINT	T272	\$115.00 each
Proctor Oversize Correction	PROCTOR CORR OVRSZ	D4718	\$65.00 each
Treated Soil Proctor	TREATED SOIL PROCTOR	D558	\$280.00 each
Minimum/Maximum Relative Density	MIN-MAX REL DENS	D4352, D4253	\$360.00 each
Moisture/Density, TEX 113-E	MOIST DENS TEX 113-E	TEX113-E	\$260.00 each
Moisture/Density, TEX 114-E	MOIST DENS TEX 114-E	TEX114-E	\$260.00 each
California Impact, CTM 216, Dry Method	CTM 216, DRY	CTM216	\$215.00 each
California Impact, CTM 216, Wet Method	CTM 216, WET	CTM216	\$185.00 each

SOIL CLASSIFICATION AND INDEX TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Visual Classification	CLASSIFICATN, VISUAL	D2488	\$10.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	\$80.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136, D422, D6913	\$120.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136, D422, D6913	\$100.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, D422, D6913	\$150.00 each
Hydrometer Analysis*	HYDROMETER ANALYSIS	D422	\$165.00 each
Water Content	WATER CONTENT	D2216, D4643	\$25.00 each
Water Content and Dry Unit Weight	WATER/DENSITY, SOIL	D2216, D2937, D7263	\$45.00 each
Atterberg Limits, Single Point	ATTERBERG, ONE PT.	D4318-Method B	\$110.00 each
Atterberg Limits, Multiple Point	ATTERBERG, MULTI PT.	D4318-Method A	\$170.00 each
Atterberg Limits, Liquid Limit Only	LIQUID LIMIT ONLY	D4318	\$110.00 each
Soil Specific Gravity	SOIL SPEC. GRAV.	D854	\$140.00 each
Soil Organic Content	SOIL ORGANIC CONTENT	D2974-Method C	\$105.00 each
Pinhole Dispersion Classification	PINHOLE DISPERSION	D4647	\$300.00 each
Soil pH	SOIL PH	D4972, G51	\$55.00 each
Soil Resistivity	SOIL RESISTIVITY	G187	\$160.00 each
Chloride Content	CHLORIDE CONTENT		\$50.00 each
Sulfate Content	SULFATE CONTENT		\$100.00 each
Thermal Resistivity, Soil, Point	THERMAL RES, POINT	D5334, IEEE 422	\$300.00 each
Thermal Resistivity, Soil, Curve	THERMAL RES, CURVE	D5334, IEEE 422	\$900.00 each

*Note: Requires a Sieve Analysis, not included.

SOIL BEARING PRESSURE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
California Bearing Ratio, Single Point *	CBR, 1 POINT	D1883	\$350.00 each
California Bearing Ratio, 3 Points *	CBR, 3 POINTS	D1883	\$600.00 each
Resistance R-Value	R-VALUE	D2844	\$300.00 each
Resistance R-Value of Treated Material	R-VALUE, TREATED	D2844	\$350.00 each
Rock Correction for R-Value	R-VALUE, ROCK CORR.	D2844	\$80.00 each
Stabilized Soil UC Strength, 1 Point *	STABIL. SOIL UC PT.	D1633, D5102	\$150.00 each

*Note: Does not include Proctor Test

SOIL TESTS (continued)

SOIL BEARING PRESSURE TESTS (continued)

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Stabilized Soil UC Strength, Set of 3	STABIL. SOIL UC SET	D1633, D5102	\$900.00 each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM 373, CHECK POINT	CTM373	\$150.00 each
CTM 373, 1 Lime Content	CTM 373, 1 LIME %	CTM373	\$350.00 each
CTM 373, 3 Lime Contents	CTM 373, 3 LIME %'S	CTM373	\$950.00 each
Eades and Grim Test (Opt. Lime Content)	EADES AND GRIM TEST	C977	\$135.00 each
Resilient Modulus	RESILIENT MODULUS	T307	\$450.00 each
CTB Strength, Individual Specimen	CTB STRENGTH, EACH		\$175.00 each
CTB Strength, Set of 3, Without Design	CTB STRENGTH, SET		\$400.00 each
CTB Complete Mix Design	CTB COMPLETE DESIGN		\$1,200.00 each

SOIL STRENGTH AND PERMEABILITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Pocket Penetration Value	POCKET PENETRATION		\$10.00 each
Unconfined Compressive Strength	UNCONFINED COMP STR.	D2166	\$135.00 each
Direct Shear, 1 Point	DIRECT SHEAR, 1 PT.	D3080	\$125.00 each
Direct Shear, 3 Points	DIRECT SHEAR, 3 PTS.	D3080	\$350.00 each
Direct Shear, Residual Strength, Each Pt	DIRECT SHEAR, RESID.	D3080-Modified	\$200.00 each
Consolidation without Time Rate Plots	CONSOL. W/O TR	D2435	\$330.00 each
Consolidation with 2 Time Rate Plots	CONSOL. W/2 TR	D2435	\$425.00 each
Consolidation, All Loads with Time Rates	CONSOL. ALL TR	D2435	\$600.00 each
Consolidation, Additional Rebound	CONSOL. ADD. REBOUND	D2435	\$75.00 each
Collapse Potential	COLLAPSE POTENTIAL	D5333	\$175.00 each
One Dimensional Free Swell	ONEDIM FREE SWELL	D4546	\$150.00 each
One Dimensional Swell, Percent Heave	ONEDIM SWELL % HEAVE	D4546	\$240.00 each
One Dimensional Swell with Consolidation	ONEDIMSWELL W/CONSOL	D4546	\$450.00 each
Expansion Index	EXPANSION INDEX	D4829	\$175.00 each
Denver Swell Test	DENVER SWELL TEST		\$65.00 each
Permeability, Rigid Wall	PERMEABILITY, RIGID	D2434	\$400.00 each
Permeability, Flexible Wall	PERMEABILITY, FLEX	D5084-Method C	\$358.00 each
Triaxial Shear, CU, 1 Point	TRIAx, CU, 1 POINT	D4767	\$450.00 each
Triaxial Shear, CU, 3 Points	TRIAx, CU, 3 POINTS	D4767	\$1,200.00 each
Triaxial Shear, UU, 1 Point	TRIAx, UU, 1 POINT	D2850	\$200.00 each
Triaxial Shear, UU, 3 Points	TRIAx, UU, 3 POINTS	D2850	\$500.00 each
Triaxial Shear, UU Saturated, 1 Point	TRIAx, UU SAT, 1 POINT	D2850-Modified	\$270.00 each
Triaxial Shear, UU Saturated, 3 Points	TRIAx, UU SAT, 3 POINTS	D2850-Modified	\$750.00 each
Triaxial Test, TEX117E, Part I	TRIAx,TEX117E-PART I	TEX117E	\$2,200.00 each
Triaxial Test, TEX117E, Part II	TRIAx,TEX117E-PARTII	TEX117E	\$2,200.00 each
Resonant Column Torsional Shear	RCTS		\$4,000.00 each

AGGREGATE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Acid Solubility	SOLUBILITY, ACID	AWWA B100	\$175.00 each
Air Degradation	AG AIR DEGRADATION	ODT TM208	\$200.00 each
ASR Reactivity, Long Method	AG ASR REACT., LONG	C227, C1293	\$1,500.00 each
ASR Reactivity, Short method	AG ASR REACT., SHORT	C1260, C1567	\$850.00 each

AGGREGATE TESTS (continued)

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Cleanness Value	AG CLEANNESS VALUE	CTM227	\$150.00 each
Clay Lumps and Friable Particles, per sz *	AG CLAY LUMP/FRIABLE	C142	\$100.00 each
Coarse Specific Gravity & Absorption	AG COARSE SPG/ABSORP	C127	\$60.00 each
Fine Specific Gravity & Absorption	AG FINE SPG/ABSORP	C128	\$100.00 each
Coarse Durability	AG COARSE DURABILITY	D3744	\$150.00 each
Fine Durability	AG FINE DURABILITY	D3744	\$110.00 each
Flat and Elongated Particles, per size *	AG FLAT&ELONG/SIZE	D4791	\$75.00 each
Fractured Faces, per size *	AG FRACT. FACES/SIZE	D5821	\$100.00 each
Lightweight Pieces **	AG LIGHTWT. PIECES	C123	\$330.00 each
Los Angeles Abrasion, Large Aggregate	AG LA ABRASION, LG	C535	\$200.00 each
Los Angeles Abrasion, Small Aggregate	AG LA ABRASION, SM	C131	\$175.00 each
Mortar Sand Strength	AG MORTAR SAND STR.	C87, CTM515	\$550.00 each
Organic Impurities	AG ORGANIC IMPURITIES	C40	\$60.00 each
Potential Reactivity (Chem. Method)	AG ASR. REACT., CHEM.	C289	\$700.00 each
Sand Equivalent, 1 point	AG SAND EQUIV., 1PT.	D2419	\$70.00 each
Sand Equivalent, 3 points	AG SAND EQUIV., 3PT.	D2419	\$130.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	\$80.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136	\$120.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136	\$100.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136	\$150.00 each
Soundness of Aggregate, per size *	AG SULFATE SOUND/SZ.	C88	\$140.00 each
Unit Weight	AG UNIT WEIGHT	C29	\$60.00 each
Water Content	WATER CONTENT	D2216, C566	\$25.00 each
Texas Wet Ball Mill	TX WET BALL MILL	TEX116E	\$250.00 each
Calcium Carbonate	AG CALCIUM CARBONATE		\$750.00 each
Decantation Wash	AG DECANTATION WASH	TEX406A	\$85.00 each
Disintegration	AG DISINTEGRATION	IDT T-116	\$100.00 each
Uncompacted Void Content of Fine Agg.	AG UNCOMP VOIDS FINE	C1252	\$130.00 each
Idaho Degradation	AG IDAHO DEGRADATION	IDT T-15	\$300.00 each

*Note: Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and specific test method.

**Note: Tests are billed by each specific gravity of heavy liquid used (2.0 and/or 2.4).

FILTER MEDIA TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Filter Media, Sieve Analysis*	FILTER MEDIA, SIEVE	AWWA B100	\$175.00 each
Filter Media, Mohs Hardness	FILTER MEDIA, MOHS	AWWA B100	\$175.00 each
Filter Media, Percent Silica	FILTER MEDIA, SILICA		\$200.00 each
Acid Solubility	SOLUBILITY, ACID	AWWA B100	\$175.00 each

*Note: Includes determination of d10, d 60, effective size and uniformity coefficient.

ROCK TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Rock Sample Preparation	ROCK SAMPLE PREP.		\$80.00 each
Direct Shear, 1 Point	ROCK DIR. SHEAR, 1PT	D5607	\$140.00 each
Direct Shear, 3 Points	ROCK DIR. SHEAR, 3PT	D5607	\$350.00 each
Direct Shear, 5 Points	ROCK DIR. SHEAR, 5PT	D5607	\$600.00 each
Mohs Hardness	ROCK MOHS HARDNESS		\$25.00 each
Point Load Index	ROCK PT. LOAD INDEX	D5731	\$20.00 each
Point Load, Set of 10	ROCK PT LOAD SET/10	D5731	\$125.00 each
Slake Durability	ROCK SLAKE DURABIL.	D4644	\$185.00 each
Splitting Tensile Strength	ROCK SPLIT. TENSILE	D3967	\$125.00 each
Triaxial Shear, Hard Rock	ROCK TRIAX, HARD	D7012	\$225.00 each
Triaxial Shear, Weak Rock	ROCK TRIAX, WEAK	D7012	\$350.00 each
Triaxial Shear, Weak w Mod. of Rup.	ROCK TRIAX, WEAK/MOD	D7012	\$450.00 each
Triaxial Shear, Weathered Rock	ROCK TRIAX, WEATHERD	D7012	\$225.00 each
Unconfined Compression	ROCK UNCON. COMP.	D7012	\$125.00 each
Unconfined Compression W/Mod of Rup	ROCK UC/MOD OF RUP	D7012	\$250.00 each

CONCRETE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Compression	CONCRETE COMPRESSION	C39	\$30.00 each
Core Compression	CONCRETE CORE COMP.	C42	\$65.00 each
Creep	CONCRETE CREEP	C512	\$2,000.00 each
Cylinder Unit Weight	CONC. CYL. UNIT WT.	C567	\$100.00 each
Drying Shrinkage, set of 3	CONC. DRY SHRINKAGE	C157	\$440.00 each
Flexural Strength	CONC. FLEX STRENGTH	C78	\$100.00 each
Modulus of Elasticity	CONC. MOD OF ELAST	C469	\$250.00 each
Splitting Tensile Strength	CONC. SPLIT. TENSILE	C496	\$80.00 each
Concrete Core Thickness	CONC. CORE THICKNESS	C174	\$10.00 each
Laboratory Trial Batch	CONCRETE TRIAL BATCH	C192	\$1,000.00 each
RCC Compression	RCC COMPRESSION	C39	\$60.00 each
Shotcrete Compression	SHOTCRETE COMPRESS.	C1140	\$80.00 each
Concrete Absorption after 3-Hour Boil	CONC. ABSP. 3HR BOIL	C497	\$125.00 each
Concrete Absorption after 5-Hour Boil	CONC. ABSP. 5HR BOIL	C497, C642	\$150.00 each
Concrete Absorption after 10-Minute Soak	CONC. ABSP. 10M SOAK	C497	\$100.00 each
CLSM Compression	CLSM COMPRESSION	D4832	\$40.00 each
Concrete Permeability	CONC. PERMEABILITY	COE CRD C 48	\$2,800.00 each
Concrete Chloride Ion Penetration	CONC. CHLORIDE ION	C1202	\$750.00 each

MASONRY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Grout Compression	GROUT COMPRESSION	C1019	\$30.00 each
Non-Masonry Grout Compression	NON-MAS. GROUT COMP.	C579	\$30.00 each
Mortar Compression	MORTAR COMPRESSION	C942	\$30.00 each

MASONRY TESTS (continued)

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Core Compression	MASONRY CORE COMP.	CA DSA	\$60.00 each
Core Shear	MASONRY CORE SHEAR	CA DSA	\$50.00 each
Prism Compression	MASONRY PRISM COMP.	C1314	\$110.00 each
CMU Absorption and Received Moisture	CMU ABSORP/MOIST.	C140	\$75.00 each
CMU Compression	CMU COMPRESSION	C140	\$100.00 each
CMU Dimension Verification	CMU DIMENSION VERIF.	C140	\$25.00 each
CMU Lineal Shrinkage	CMU LINEAL SHRINKAGE	C426	\$175.00 each
Masonry Brick Absorption	MASONRY BRICK ABSORP	C67	\$80.00 each

ASPHALT TESTS

BINDER TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Absolute Viscosity	AC ABSOLUTE VIS.	D2171	\$210.00 each
Bitumen Penetration	AC BIT. PENETRATION	D5	\$75.00 each
Kinematic Viscosity	AC KINEMATIC VISC.	D2170	\$190.00 each
Recovery by Roto-Vapor	AC RECOVERY ROTOVAP	D5404	\$365.00 each
Softening Point, Ring & Ball	AC SOFT. PT., R & B	D36	\$100.00 each
Bitumen Recovery by Abson Method	AC ABSON RECOVERY	D5404	\$350.00 each
Ductility of Bitumen	AC BITUM. DUCTILITY	D113	\$125.00 each
Resilience of AR Binders	AC RESILIENCE	D5329	\$75.00 each

EMULSION TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Emulsion Elastic Recovery	EM ELASTIC RECOVERY	D6084, T301	\$250.00 each
Emulsion Settlement	EM SETTLEMENT	D6930, T59	\$225.00 each
Emulsion Sieve Test	EM SIEVE TEST	D6933, T59	\$100.00 each
Emulsion Storage Stability	EM STORAGE STABILITY	D6930, T59	\$175.00 each
Emulsion Torsional Recovery	EM TORSION RECOVERY	CTM332	\$150.00 each
Particle Charge	EM PARTICLE CHARGE	D7402, T59	\$100.00 each
Residue by Evaporation	EM RESIDUE BY EVAP	D6934, T59	\$110.00 each
Saybolt Viscosity	EM SAYBOLT VISCOSITY	D7946, T59	\$155.00 each

MIX PROPERTY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Air Voids Determination*	AC AIR VOIDS DETERM	D3203	\$50.00 each
VMA Determination*	AC VMA DETERM		\$50.00 each
VFA Determination*	AC VFA DETERM		\$50.00 each
Gradation of Extracted Aggregate	AC AGG. GRADATION	D5444	\$100.00 each
Core Thickness	AC CORE THICKNESS	D3549	\$10.00 each
AC Content by Extraction	AC EXTRACTION	D2172	\$200.00 each
Hveem Stability	AC HVEEM STABILITY	D1560	\$325.00 each
Hveem Stability without Compaction	AC HVM STAB W/O COMP	D1560	\$165.00 each

*Note: Calculation only, other test methods required.

**Note: Does not include compaction of test briquettes

ASPHALT TESTS (continued)

MIX PROPERTY TESTS (continued)

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
AC Content by Ignition Oven	AC IGNITION OVEN	D6307, T308	\$140.00 each
Ignition Oven Calibration	AC IGNT. OVEN CALIB.	D6307	\$300.00 each
Moisture Content	AC MOISTURE CONTENT	T329	\$50.00 each
AC Content by Nuclear Gauge	AC NUC. CONT. GAUGE	D4125	\$200.00 each
Marshall Stability and Flow**	AC STABILITY & FLOW	D6927	\$150.00 each
Swell	AC SWELL	CTM305	\$100.00 each
Core Unit Weight & Thickness	AC CORE WT./THICK.	D1188,D2726,D3549	\$50.00 each
Slurry Seal Wet Track Abrasion	AC WET TRACK ABRAS.	D3910, ISSA TB100	\$300.00 each

DESIGN AND DENSITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Centrifuge Kerosene Equivalent	AC CKE	CTM303	\$240.00 each
Film Stripping	AC FILM STRIPPING	CTM 302	\$120.00 each
Index of Retained Strength	AC INDEX RET. STRGTH	D1075	\$1,000.00 each
Unit Weight, Gyrotory Method	AC UNIT WT., GYRA.	T312	\$350.00 each
Unit Weight, Hveem Method	AC UNIT WT., HVEEM	D1561	\$285.00 each
Unit Weight, Marshall Method	AC UNIT WT., MARSH.	D6926	\$210.00 each
Maximum Theoretical Specific Gravity	AC MAX THEO. SPG	D2041	\$145.00 each
Moisture Induced Damage	AC MOIST. IND. DAM.	T283	\$1,400.00 each
Caltrans Tensile Strength Ratio	AC CALTRANS TSR	CTM371	\$2,100.00 each
Moisture Vapor Susceptibility	AC MOIST. VAPOR SUS.		\$250.00 each
Mix Design, Hveem Method W/RAP	HVEEM DESIGN W/RAP		\$7,600.00 each
Mix Design, Hveem Method	HVEEM MIX DESIGN		\$5,400.00 each
Mix Design, Marshall Method	MARSHALL MIX DESIGN		\$3,000.00 each
Mix Design, Superpave Method	SUPERPAVE MIX DSGN		\$6,000.00 each
Caltrans Opt Bitumen Content OGFC	CTM368 OBC OPENGRADE	CTM368	\$1,500.00 each

METAL TESTS

BOLT TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Bolt Assembly Suite (Bolt, Nut, Washer)*	BOLT ASSEMBLY SUITE	F606	\$180.00 each
Bolt Hardness	BOLT HARDNESS	E18	\$25.00 each
Bolt Proof Load	BOLT PROOF LOAD	F606	\$35.00 each
Bolt Wedge Tensile	BOLT WEDGE TENSILE	F606	\$35.00 each
Nut Hardness	NUT HARDNESS	E18	\$25.00 each
Nut Proof Load	NUT PROOF LOAD	F606	\$35.00 each
Washer Hardness	WASHER HARDNESS	E18	\$25.00 each

*Note: An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.

METAL TESTS (continued)

STRUCTURAL METAL TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Bend	METAL, BEND	A370, E290	\$40.00 each
Rebar Coupler Slippage	METAL, COUPLER SLIP	A370, CTM 670	\$130.00 each
Rebar Coupler Tensile	METAL, COUPLER TENS.	A370, CTM 670	\$80.00 each
Rebar Coupler Tensile ≥ 2 Sq.In. CrossSect	METAL, COUP TENS >2 "	A370, CTM 670	\$140.00 each
CTM 670 Strain (Elongation)	METAL, CTM670 STRAIN	CTM670	\$15.00 each
PT Strand Tensile	METAL, PT TENSILE	A370	\$145.00 each
Spliced Specimen Tensile	METAL, SPLICE TENS.	A370	\$80.00 each
Tensile <2.0 Sq. In. Cross-Sect.	METAL, TENSILE <2 "	A370, E8	\$85.00 each
Tensile and Bend <2.0 Sq. In. Cross-Sect.	METAL, TENS/BEND <2 "	A370, E8, E290	\$125.00 each
Tensile ≥ 2.0 Sq. In. Cross-Sect.	METAL, TENSILE >2 "	A370, E8	\$140.00 each
Tensile and Bend ≥ 2.0 Sq. In. Cross-Sect.	METAL, TENS/BEND >2 "	A370, E8, E290	\$180.00 each
Rockwell Hardness	ROCKWELL HARDNESS	E18	\$30.00 each
Macroetch	METAL, MACROETCH	E381	\$125.00 each
Charpy Impact, Set of 3 *	METAL, CHARPY, SET/3	A370, A673	\$300.00 set
Fireproofing Density	FIREPROOFING DENSITY	E605	\$50.00 each

**Note: Price does not include cost of machining test specimens. Price is for testing at 40 °F; other test temperatures will result in additional fees.*

DIMENSION STONE AND ROOFING MATERIAL TESTS

DIMENSION STONE

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Dimension Stone, Absorption/Spec. Grav.	DIM STONE-ABS/SPG	C97	\$210.00 set/5
Dimension Stone, Compressive Strength	DIM STONE-COMPRESS	C170	\$210.00 set/5
Dimension Stone, Flexural Strength	DIM STONE-FLEX STR	C880	\$210.00 set/5
Dimension Stone, Modulus Of Rupture	DIM STONE-MD OF RUP	C99	\$210.00 set/5
Dimension Stone, Anchor Pull Out Strngth	DIM STONE-PULL OUT		\$150.00 each

ROOFING MATERIAL TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Roof Tile Absorption	ROOF TILE ABSORPTION		\$100.00 each
Roofing, Unit Weight of Surfacing	ROOF UNIT WT. SURF.	D2829	\$100.00 each
Roof Tile Breaking Load	ROOF TILE BREAK LOAD	UBC 15-5	\$50.00 each
Roof Tile Permeability	ROOF TILE PERM.		\$150.00 each

MISCELLANEOUS TESTS

MISCELLANEOUS TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Hydraulic Ram Calibration	HYDRAULIC RAM CALIB.		\$200.00 each

SAMPLE PREPARATION

SAMPLE PREPARATION

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method†</u>	<u>Price</u>
Rock Sample Preparation	ROCK SAMPLE PREP.		\$80.00 each
Sample Crushing	SAMPLE CRUSHING		\$100.00 each
Sample Cutting and Trimming	SAMPLE CUT & TRIM		\$30.00 each
Sample Mixing and Processing	SAMPLE MIX&PROCESS		\$40.00 each
Sample Preparation	SAMPLE PREPARATION		\$25.00 each
Sample Preparation, per hour	SAMPLE PREP./HR.		\$90.00 hour
Sample Remolding	SAMPLE REMOLDING		\$75.00 each
Contamination Fee	CONTAMINATION FEE		\$250.00 each
Sample Disposal Fee	SAMPLE DISPOSAL FEE		\$10.00 each

OTHER EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT

<u>Equipment</u>	<u>Invoice Name</u>	<u>Test Method†</u>	<u>Price</u>
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$150.00 / day
Asphalt Sampling Box	ASPHLT SAMPLE BOXES		\$1.15 each
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$20.00 / day
British Pendulum Tester	BRITISH PENDULUM	E303	\$150.00 / day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$55.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
Coring Machine	CORING MACHINE /DAY		\$85.00 / day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$165.00 / day
Cylinder Mold	CYLINDER MOLDS		\$3.00 each
Diamond Bit Core Barrel Charge			
2" Diameter	CORING, 2" DIAM./IN		\$2.20 / inch
3" Diameter	CORING, 3" DIAM./IN		\$3.30 / inch
4" Diameter	CORING, 4" DIAM./IN		\$4.40 / inch
6" Diameter	CORING, 6" DIAM./IN		\$6.60 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$50.00 / day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$275.00 / day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.10 / sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$150.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 /day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$45.00 /day
Nuclear Asphalt Content Gauge	NUC ASPHLT CON GAUGE		\$110.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$75.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENSOMTR/TST	D6938	\$4.40 / test
Thin-Lift Nuclear Asphalt Density Gauge	THIN LFT ASPHT GG/DY		\$110.00 / day
Rebar Locator	REBAR LOCATOR/DAY		\$75.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$55.00 / day
Thermal Resistivity Meter	THERMAL RES, METER	D5334, IEEE 422	\$200.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$50.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$75.00 / day

RESOLUTION NO. __-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY APPROVING PROFESSIONAL SERVICES AGREEMENTS WITH ENGEO, INC. AND KLEINFELDER WEST, INC. FOR ON-CALL MATERIALS TESTING SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENTS

WHEREAS, on July 13, 2010 the City Council adopted a resolution approving professional services with three qualified firms for materials testing services to assist Public Works Staff during construction projects;

WHEREAS, the contracts with these firms are about to expire and need to be renewed and updated;

WHEREAS, one of the original firms is no longer in business; however, two of the three; ENGEO, Inc. and Kleinfelder West, Inc. will be renewed with a not-to-exceed contract amount of \$50,000 per agreement, per fiscal year through June 30, 2016.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the attached Professional Services Agreements with ENGEO, Inc. and Kleinfelder West, Inc. are hereby approved, and the City Manager is authorized to execute the agreements.

PASSED AND ADOPTED by the City Council of the City of Oakley at a meeting held on the 10th of June, 2014 by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTENTIONS:

APPROVED:

ATTEST:

Randy Pope, Mayor

Libby Vreonis, City Clerk

Date