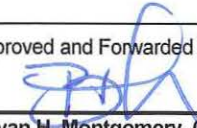




STAFF REPORT

Date: Tuesday, July 14, 2015
To: Bryan H. Montgomery, City Manager
From: Kevin Rohani, Public Works Director/City Engineer
Subject: Award of Contract for Professional Services Agreement for "On-Call" Materials Testing Services with Cal Engineering and Geology, Inc.

Approved and Forwarded to City Council:


Bryan H. Montgomery, City Manager

Summary and Background

On June 14, 2014 the City Council approved via Resolution 50-14 professional services with two qualified firms for materials testing services to assist Public Works Staff during construction projects. On April 28, 2015 the City Council approved via Resolution 45-15 amending these agreements to increase the not to exceed amount of the contracts due to a significant increase in the demand for these services. Since that time, construction activity in the City has continued to increase with both the development projects as well as capital improvement projects. Consequently, the need for additional material testing services has also increased. Staff received a Statement of Qualifications from Cal Engineering and Geology, Inc. (CE&G) and, after reviewing it, found CE&G to be very competent in the area of the services needed.

Fiscal Impact

Approval of the resolution will authorize the City Manager to execute a professional service agreement with CE&G with a not-to-exceed amount of \$50,000 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 Cal Engineering and Geology, Inc. and authorize the City Manager to execute the Agreement.

Attachments

1. Professional Services Agreement
2. CG&E Statement of Qualifications
3. Resolution

**CONTRACTING SERVICES AGREEMENT BETWEEN THE
CITY OF OAKLEY AND CAL ENGINEERING AND GEOLOGY, 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 EN GEO, INC. (hereinafter referred to as "Contractor") as of **JULY 14, 2015** (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:

Cal Engineering and Geology, Inc.
Attn: Dave Buscheck, Senior Engineer
1870 Olympic Blvd. Suite 100
Walnut Creek, CA 94596

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

Cal Engineering and Geology, Inc

Bryan H. Montgomery, City Manager

Phillip Gregory, Principal

Attest:

Approved as to Form:

Libby Vreonis, City Clerk

Derek Cole, City Attorney

**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



CAL ENGINEERING & GEOLOGY

STATEMENT OF QUALIFICATIONS



CONSTRUCTION MATERIALS TESTING AND INSPECTION

Cal Engineering & Geology, Inc.

Main Office
1870 Olympic Blvd., Ste. 100
Walnut Creek, California 94596
(925) 935 - 9771

San José Office
6455 Almaden Expwy., Ste. 100
San José, California 95120
(408) 440 - 4542

Oakland Office & Laboratory
119 Filbert Street
Oakland, California 94607
(510) 451 - 2350

TABLE OF CONTENTS

1. About CE&G.....	1
2. CE&G Testing & Inspection.....	4
3. Service Approach.....	5
4. Featured Projects.....	6
5. Resumes.....	11

1. About CE&G

PROFILE

HISTORY

Cal Engineering & Geology, Inc. (CE&G) was founded in 1993 to provide geotechnical consulting, design, and materials testing services to public agency and private industry clients throughout California. CE&G has grown to become a full-service geotechnical engineering consulting, design, testing, and inspection firm with offices in Walnut Creek, San José, and Oakland, California. CE&G is a well-established and respected regional leader in providing a complete range of geologic and geotechnical engineering services for municipalities and public works agencies.

AREAS OF EXPERTISE

- Geotechnical engineering investigations
- Engineering geology investigations
- Laboratory soil testing and report preparation
- Pavement analysis and design
- Construction observation
- Material testing
- Subsurface exploration and in-situ testing
- Construction monitoring
- Landslide hazard evaluation
- Landslide stabilization system design
- Earth retaining structure design
- Seismic hazard evaluation
- Liquefaction and settlement evaluation
- Culvert/pipeline trenchless installation design
- Creek stabilization, restoration, and design
- Preparation of PS&E
- Construction management and administration
- Construction material submittals review
- Shop drawing review
- GIS-based geotechnical asset management
- Forensic engineering and expert witness
- Geotechnical and geologic peer review
- Geologic Hazard Abatement District services

STAFF

CE&G employs 17 fulltime equivalents including five registered geotechnical engineers, three certified engineering geologists, and four special

inspectors. Most of CE&G's project managers have been with the company for over 10 years.

The professional staff provides clients with an excellent breadth of geotechnical and related technical capabilities. The firm's highly experienced project managers and professionals will enable CE&G to comprehensively handle any and all of the anticipated types of projects that could be assigned as part of a municipal on-call geotechnical services contract.



ON-CALL EXPERIENCE

CE&G has been providing on-call geotechnical engineering and design services to local East Bay municipalities since 1993. We are currently and/or have previously provided services to the following public agencies:

- | | |
|----------------------------|------------|
| • Concord | since 2000 |
| • Dublin | since 2006 |
| • Lafayette | since 1993 |
| • Martinez | since 1998 |
| • Moraga | since 1993 |
| • Oakland | since 2002 |
| • Orinda | since 2002 |
| • San Ramon | since 2009 |
| • Vallejo | since 2011 |
| • Alameda County | since 1995 |
| • Contra Costa County | since 2005 |
| • Santa Clara Valley Water | since 2014 |

LOCAL EXPERIENCE

For 22 years, CE&G has worked closely with many public works, engineering, and planning staffs in the nine county bay area. CE&G has recently utilized this local experience on a current project for the City of Oakland. As a subconsultant, CE&G has been providing geotechnical and special inspection support services for the redevelopment of a major shopping center. The 40-year old retail center was occupied by several one-story retail buildings and asphalt-paved parking lots. During the course of work CE&G has provided timely QA (quality assurance) services with regard to the geotechnical aspects of the construction, including fill placement and soil stabilization (lime treatment). This work has included over 350 site visits, 120 concrete pours, and some 2,000 soil compaction tests performed just minutes from our Oakland office and laboratory.

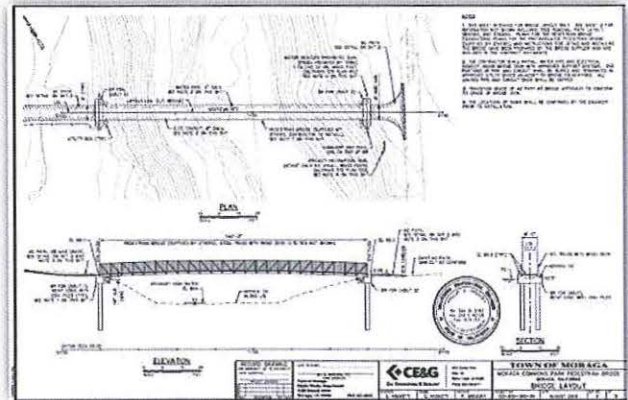
CAPABILITIES

CONVENTIONAL GEOTECHNICAL SERVICES

Like most geotechnical firms, CE&G provides conventional geotechnical consulting services, such as investigation, laboratory and field testing, and inspection services. Projects have ranged from consultations regarding sidewalk installations and small pavement rehabilitation projects to complete geotechnical investigation, reports, and construction services for large municipal buildings.

CONSTRUCTION DOCUMENTS

Unlike most other geotechnical firms, CE&G also has full design capabilities including preparation of ready-for-bidding plans, specifications, and engineer's estimates (PS&E) for projects relating to geo/civil structures such as earth retaining systems, landslide stabilization systems, pavements, bridges, trenchless pipelines, and storm drain improvements. Because we regularly prepare full PS&E for geotechnical-related municipal projects, we are very comfortable working with the engineering and construction staffs of our public agency clients.



In fact, CE&G engineers have assisted in the development of Alameda County Public Works Agency drafting standards and both City of Lafayette and Orinda have given PS&E packages that were prepared by CE&G engineers to new consultants as an example of how the final work product should appear. The plans that CE&G prepares are not only legible and precise; they are readable; displaying an aesthetic quality that better conveys the designer's intent.

CE&G works closely with public agency clients to develop plans and specifications in accordance with each client's standards and requirements and provides engineering support during bidding and construction. Our design and engineering during construction has resulted in several award winning projects for road improvements and creek stabilization/restorations.

SOIL AND MATERIAL TESTING DURING CONSTRUCTION

Cal Engineering & Geology's field services and soils testing laboratory are run by licensed engineers and geologists who fully understand the complexities of design and challenges of the construction process. Our backgrounds and extensive experience in the design and construction industry help set us apart and ensure that quality assurance and quality control goals are met. The CE&G laboratory, in Oakland, has been accredited by AMRL (ASTM and AASHTO) and the US Army Corps of Engineers. We are also in the process of obtaining California DSA certification.

Concrete and Soils Laboratory Tests:

- Concrete Compressive Strength Testing
- Moisture Content ASTM D 2216
- Moisture & Density ASTM D 2216
- Atterberg Limits ASTM D4318 dry method
- Atterberg Limits ASTM D 4318 wet method
- Compaction Curve, 4" mold ASTM D 1557
- Compaction Curve, 6" mold ASTM D 1557
- Wash Over #200 Sieve ASTM D 422
- Sieve Analysis with #200 Wash ASTM D 422
- Sieve & Hydrometer ASTM D 422
- Strength Test
- Permeability Test
- Corrosivity Test



SPECIAL INSPECTION

CE&G is pre-approved to perform special inspections in cities and counties throughout the Bay Area. Our engineers oversee all inspection services and can also provide construction and project management services.

Special Inspection Services:

- Supervisor of Inspectors
- ACI Grade 1 Field Technician
- Concrete Compression Test
- Final Affidavit Letter
- Electronic Reports



OTHER SERVICES

CE&G also provides the peer review and emergency response services to East Bay municipalities through on-call contracts.

Peer Review

Since 1995, CE&G has provided geologic and geotechnical peer review services for a wide variety of residential and commercial grading projects. Projects range from review of fault studies for small in-fill residential projects to review of multi-million cubic yard grading projects for mixed used developments.

Emergency Response

Emergency services are routine for the staff at CE&G. After El Nino years of 1997-1998, 2000-2001, and 2005-2006, emergency geotechnical engineering services were provided to our municipal clients through our professional engineering contracts. Emergency contact information is provided and one or more staff is available at all times. In the event of oncoming severe weather conditions, we will also be available to work with clients' staffs to plan and implement emergency response activities. CE&G has been successful in assisting several of our clients in meeting with Cal EMA, FEMA, or FHWA personnel to assess damage, and immediate and long term funding needs. Because of our experience we can rapidly develop cost of repair estimates to be used to initiate funding assistance requests and follow up with more detailed engineer's estimates as repair projects progress.

2. CE&G Testing & Inspection

CE&G's testing and inspection experts consist of in-house technical staff led by Senior Engineer and ACI and ICC Special Inspector, Dave Buscheck.

DAVE BUSCHECK, P.E.

SENIOR ENGINEER/ACI & ICC SPECIAL INSPECTOR
Mr. Buscheck manages the materials testing laboratory and construction observation services for each project. He is an experienced civil engineer and general contractor who has designed and inspected scores of infrastructure improvement projects throughout the Bay Area. He also provides forensic/expert witness support. His expertise is in construction cost estimating, damage assessment, repair design, and quality assurance for a variety of structures. Some of his recent projects include providing quality assurance and special inspection services for a commercial development project at Foothill Square in Oakland, an embankment stabilization project for the Hayward Area Recreation District, and commercial tenant improvements in Oakland, Emeryville, and Pleasant Hill. Mr. Buscheck has also constructed numerous geotechnical structures while working as an engineering contractor. He is a registered civil engineer with 22 years of professional experience. Dave holds a bachelor of science degree in civil engineering from UC Berkeley and licenses in professional engineering, general contracting, and special inspection.

PHILLIP GREGORY, P.E., G.E.

PRINCIPAL ENGINEER, TECHNICAL REVIEWER
Mr. Gregory serves as technical reviewer and quality control manager. He is an experienced geotechnical engineer and project manager who has completed more than 120 geotechnical projects for public agencies over the past ten years. Mr. Gregory is a registered civil and geotechnical engineer with over 30 years of professional experience. He is a registered civil and geotechnical engineer and holds a bachelor of science degree in civil engineering and a master

of science degree in civil (geotechnical) engineering from UC Berkeley.

DAVE BURGER, P.G., C.E.G.

PROJECT GEOLOGIST / SPECIAL INSPECTOR

Mr. Burger is a professional geologist and engineering geologist. He has expertise in geologic investigations for public agencies including levee and flood control projects, landslide repairs and geologic mapping projects, and foundation studies for residential and commercial development. Mr. Burger also has expertise in quality assurance during grading and liner system installation. Dave's recent project experience includes site characterization, landslide mapping, and coordination with local agencies for permitting and managing a subsurface exploration and observation during grading for the SF Bay Trail in Martinez. He is a registered professional geologist and engineering geologist with 10 years of professional experience. Dave holds a bachelor of science degree in geology from UC Davis and a license in special inspection.

JIM MUSSER

LABORATORY SUPERVISOR/SENIOR TECHNICIAN /SPECIAL INSPECTOR

Mr. Musser is an experienced materials technician and laboratory supervisor. Jim has provided quality assurance laboratory testing and laboratory supervision for soils and materials for various projects throughout the Bay Area for 30 years. Some of his recent projects include soil testing for over 10 levee projects, R-value testing for Petersen Road Pavement Rehabilitation in Suisun City, and various testing for the Foothill Square Shopping Center Redevelopment in Oakland. He holds an associate of arts degree for geological technicians from Diablo Valley College and licenses in special inspection.

3. Service Approach

CE&G's mission is to provide geotechnical and geologic consulting services to our valued clients by taking a pragmatic approach to everything we do. It is not just about coming up with ideas about how to solve our clients' needs, but about developing reasonable and practical solutions in a cost-effective manner.

Although our professionals are experienced in the geological, geotechnical, and testing disciplines, at the end of the day it is about delivering a timely product that thoroughly incorporates the needs of our clients.



APPROACH TO ON-CALL SERVICES

CE&G has always recognized that no project can be completed within a vacuum and that a successful project requires an ability to work with various entities throughout a project. We proudly believe that our success on many past projects is largely attributable not only to our technical acumen, but to our ability to work with the agency client and many different stakeholders.

WORKING WITHIN AN AGENCY

While working under contract with counties and cities over the past 22 years, CE&G has gained an invaluable understanding of the specific needs and expectations of municipal departments and how to best work with their engineers and staff.

Cal Engineering & Geology's method of providing on-call geotechnical services has evolved into a straightforward and simple approach. We understand that the best and most productive way to assist our public agency clients is to simply "fit in" and work as part of the agency's team of department professionals. Our geotechnical and design services become just an extension of an agency's overall effort and our role is the same as if our technical staff were actual employees of the agency.

To fit in, it becomes our priority to find out how things are done by the municipal agency and to cater our services around our client's operational needs. CE&G recognizes that agencies are generally more knowledgeable about what they need for a project than we are, so we listen and learn. Once the needs and workings of a client are understood, we can adapt our technical approach and project management style and methods accordingly. Due to this approach, our "projects" are never separate from the client's "projects" and we are able to effectively complete projects on time and within budgets.



When it comes to Quality Assurance, there is one simple rule: If the work is being done correctly, then we won't get in the way of progress.

4. Featured Projects

ON-CALL MATERIALS TESTING, LAFAYETTE

CLIENT

City of Lafayette
Farzaneh Sanders
(925) 284 - 1951

CE&G FEE

\$54,000

DURATION

7/10-Ongoing



PROJECT DESCRIPTION AND CE&G SCOPE

CE&G has and is currently providing on-call materials testing and observation for various road, drainage, and miscellaneous improvement projects for the City of Lafayette. All of the work is being completed in heavily trafficked residential streets constructed in the 1950s and 1960s. The projects included pavements, retaining walls, sidewalks, culverts, and associated improvements. CE&G's scope of work includes coordination with the City's resident engineer and contractor representatives, review of contractor submittals, sampling and testing of on-site materials and imported soil and base rock, and compaction testing of soil, aggregate, and asphalt pavement. The projects were funded by local road and drainage bond initiatives and/or federal STIP funds.

MARE ISLAND SEWER REHABILITATION, VALLEJO

CLIENT

City of Vallejo
Allan Panganiban
(707) 648 - 4686

CE&G FEE

\$24,000

DURATION

6/11-10/11

PROJECT DESCRIPTION AND CE&G SCOPE

In accordance with our on-call service agreement with the City of Vallejo, CE&G provided quality assurance testing services for a sewer rehabilitation project. The project consisted of new asphalt concrete pavement and slurry sealing at various sanitary sewer pump stations, installation of 2,000 lineal feet of 22-inch HDPE sewer main, boring and jacking of 32-inch steel casing at three locations, and preparation for the installation of five new emergency back-up generators. CE&G attended weekly progress meetings, sampled and tested baserock materials, and performed field density testing of the placement of baserock and asphalt concrete. CE&G attended 30 site visits over a two-month period which resulted in cost control that utilized only 47 percent of the estimated budget.



FOOTHILL SQUARE REDEVELOPMENT, OAKLAND

CLIENT

City of Oakland c/o Carlson William, Inc.
Eric Lakin
(925) 330 - 1138

CE&G FEE

\$350,000+

DURATION

7/12-Ongoing



PROJECT DESCRIPTION AND CE&G SCOPE

CE&G has been providing geotechnical and special inspection support services for the redevelopment of a major shopping center and off-site improvements in southeastern Oakland. The 14-acre site is bound by three major streets and has consisted of the demolition of several pre-existing buildings and parking lots, renovation of the remaining structures, and offsite street improvements. Other site improvements include new asphalt-paved parking lots, concrete flatwork, utilities, stormwater management systems, and landscaping. CE&G's services included special inspection for steel reinforcement, seismic holdowns, epoxied dowels, concrete placement, masonry construction, welding, and fireproofing.

SF BAY TRAIL CARQUINEZ SCENIC DRIVE, MARTINEZ

CLIENT

East Bay Regional Park District
Jim Townsend
(510) 544 - 2602

CE&G FEE

\$168,000

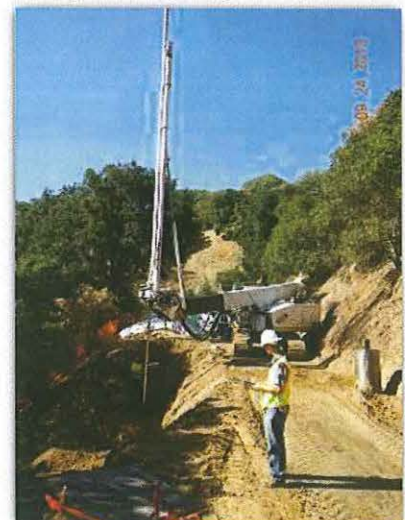
DURATION

2/03-6/04, 6/11-12/14

PROJECT DESCRIPTION AND CE&G SCOPE

As a consultant to Contra Costa County in 2002, CE&G provided the geotechnical engineering and preliminary civil design and planning for the conversion of the 1.7 mile long abandoned section of Carquinez Scenic Drive between Ozol and Port Costa. The county abandoned the road in 1983 following the development of several large landslides which made the road impassable. Site specific and generalized typical details for repairs consisting of tieback retaining walls, geogrid reinforced embankments, stabilization piles, soldier beam and lagging walls, and pavement stabilizations were developed and presented with preliminary engineer's estimates.

In 2011, CE&G was once again retained to provide geotechnical engineering and value engineering, construction observations and testing services on the project, this time as a subconsultant to the East Bay Regional Park District.



VASCO ROAD SAFETY IMPROVEMENTS, LIVERMORE

CLIENT

Alameda County Public Works Agency
Bond Ng, P.E., Senior Engineer
(510) 670 - 5785

CE&G FEE

\$473,000

DURATION

11/00-8/08



PROJECT DESCRIPTION AND CE&G SCOPE

CE&G provided geotechnical consultation, design services, and construction observations and testing in conformance with the Caltrans federal aid process for the realignment and safety improvements of approximately 1 mile of Vasco Road. CE&G services were also provided during excavation and installation of 1.75 miles of 30 inch diameter PG&E gas lines. The geotechnical aspects of the project included excavations up to 100 feet high and construction of embankments up to 82 feet thick. CE&G also prepared earthwork specifications, designed and prepared plans, and developed specifications for: the large cut slope with horizontal drains, the 45 foot tall segmental block retaining wall, and several other temporary retaining structures. This project was awarded a National Roadway Safety Award.

SULPHUR CREEK LEVEE IMPROVEMENTS, HAYWARD

CLIENT

Alameda County Flood Control
Moses Tsang, P.E.
(510) 670 - 6549

CE&G FEE

\$432,000

DURATION

3/08-11/13

PROJECT DESCRIPTION AND CE&G SCOPE

CE&G provided quality control materials testing and geotechnical engineering observation services to the Alameda County Flood Control and Water Conservation District during the construction of levee improvements required to obtain FEMA levee certification. Strict documentation of the completed grading and fill control was needed to enable approval and certification of the project. The scope of services included coordination with the Flood Control District design team, construction staff, and contractor. The project involved construction of new inlet structures, raising of the existing levee, and placement of rock slope protection in an environmentally sensitive area. Due to the presence of buried gas lines at the site, the project stretched over two construction seasons.



Statement of Qualifications
Construction Materials Testing and Inspection

Selected Project Experience		General Project Type												
		Landslide, slope, or roadway instability	Road projects with cut and/or fill slopes	Pavement subgrade improvement	Pavement construction and repair	Eroding or failing creek bank	Scour repair at bridges	Retaining wall and creek drop structure	Rock slope protection construction or repair	Stormdrain construction and repair	Bridge construction and repair	Detention basin, small dam, and levees	Developer projects and subdivisions	Guard railing, sound walls, erosion control
Project Name, Location, Client, and Year	CE&G Project Manager and Key Staff													
Power Ave and California Ave Pavement Rehab, Pittsburg, CA Trans Systems / City of Pittsburg	Chris Hockett, Eli Zane			✓	✓									
7th Street Transit Village, Oakland, CA City of Oakland	David Buscheck, Chris Hockett			✓	✓									
Velardi St, Peacock and Elsie Ave. Pavement Rehab, Mt View, CA Bellecci & Associate / City of Mountain View	Mitch Wolfe, Chris Hockett			✓	✓									
Alhambra Valley Road Safety Improvements, Contra Costa Co, CA Contra Costa County Public Works Agency	Mark Myers, Phil Gregory, Eli Zane	✓	✓	✓	✓	✓		✓						
Vasco Road Realignment, Livermore Alameda Co, CA Alameda County Public Works Agency	Phil Gregory, Mitch Wolfe, Chris Hockett, Dave Burger	✓	✓		✓			✓		✓		✓		
McKillop Road Landslide Stabilization, Oakland, CA Oakland Public Works Agency	Phil Gregory, Mitch Wolfe, Eli Zane, Mark Myers	✓	✓		✓									✓
Zander Drive Landslide Study, Orinda, CA City of Orinda Public Works Agency	Phil Gregory, Dave Burger, Chris Hockett	✓								✓				
Crow Canyon Road Safety Improvements, Alameda Co, CA Alameda County Public Works Agency	Phil Gregory, Mitch Wolfe, Chris Hockett, Mark Myers	✓	✓		✓	✓			✓	✓			✓	
Palomares Rd. Slope Stabilization, Castro Valley, CA Alameda County Public Works Agency	Mark Myers, Phil Gregory, Mitch Wolfe, Eli Zane	✓							✓					
Eden Canyon Rd. Slope Stabilization, Castro Valley, CA Alameda County Public Works Agency	Mark Myers, Phil Gregory, Mitch Wolfe, Eli Zane	✓	✓		✓			✓	✓	✓				
Carquinez Scenic Dr. Bay Trail Study, Martinez, CA Contra Costa County Public Works Agency	Phil Gregory, Dave Burger, Chris Hockett	✓								✓				
Wildcat Canyon Rd Repairs MP 0.68 and 0.72, Orinda, CA Contra Costa County Public Works Agency	Phil Gregory, Mitch Wolfe Mark Myers	✓	✓		✓	✓			✓	✓			✓	
Calaveras Rd. Slope Stabilization, Sunol, CA Alameda County Public Works Agency	Phil Gregory, Mitch Wolfe, Mark Myers	✓	✓		✓				✓					
Rudgear Road Retaining Wall Replacement, Walnut Creek, CA Moffatt & Nichol / City of Walnut Creek	Phil Gregory, Dave Burger, Eli Zane		✓		✓			✓						
Bailey Road Slope Stabilization, Pittsburg, CA Keller Canyon Landfill	Chris Hockett, Phil Gregory	✓	✓		✓	✓		✓					✓	
Zone 4 Line A Channel Improvements Project, Hayward, CA Alameda County Flood Control & Water Conservation District	Phil Gregory, Chris Hockett	✓				✓	✓	✓						
Peralta Creek Improvements Project, Oakland, CA Alameda County Flood Control & Water Conservation District	Phil Gregory, Eli Zane, Mark Myers, Dave Burger					✓	✓	✓	✓	✓				
Laguna Creek Repairs and Restoration, Moraga, CA Town of Moraga Public Works	Chris Hockett, Phil Gregory, Mark Myers, Eli Zane	✓					✓	✓						✓
Hidden Lakes Park Bridge Replacement, Martinez, CA City of Martinez Public Works	Phil Gregory, Chris Hockett, Mark Myers	✓					✓					✓		
Galindo Creek Channel Lining Replacement, Concord, CA City of Concord	Phil Gregory, Mark Myers					✓		✓		✓				
Mt. Diablo Creek Abutment at Ayers Road Bridge, Concord, CA City of Concord	Phil Gregory, Mark Myers						✓	✓						
Pipe-jack Culverts Under I-880, Fremont, CA Alameda County Flood Control District	Dave Buscheck, Phil Gregory, Chris Hockett, Tim Keefer			✓						✓				

Statement of Qualifications
Construction Materials Testing and Inspection

Selected Project Experience		General Project Type												
		Landslide, slope, or roadway instability	Road projects with cut and/or fill slopes	Pavement subgrade improvement	Pavement construction and repair	Eroding or failing creek bank	Scour repair at bridges	Retaining wall and creek drop structure	Rock slope protection construction or repair	Stormdrain construction and repair	Bridge construction and repair	Detention basin, small dam, and levees	Developer projects and subdivisions	Guard railing, sound walls, erosion control
Project Name, Location, Client, and Year	CE&G Project Manager and Key Staff													
Hennessey Creek Flood Control Improvements, Fairfield, CA MMS Design / City of Fairfield	Chris Hockett, Phil Gregory, Dave Burger, Eli Zane							✓			✓			
Lakeshore Avenue Storm Drain Improvements, Oakland, CA Alameda County Flood Control & Water Conservation District,	Mark Myers, Phil Gregory		✓							✓				
Upper Sand Creek Reservoir and Dam, Antioch, CA GEI / Contra Costa County Flood Control District	Phil Gregory, Steve Watry, Chris Hockett, Dave Burger	✓				✓					✓			
Don Castro & Cull Creek Dams Seismic Eval., Castro Valley, CA Alameda County Flood Control District,	Phil Gregory, Steve Watry, Chris Hockett, Mark Myers	✓									✓			✓
Zone 4 Line A Channel Improvements Project, Hayward, CA Alameda County Flood Control & Water Conservation District	Phil Gregory, Chris Hockett, Dave Burger	✓									✓			
Levee Certification Studies, Alameda Co., CA Wood Rodgers / Alameda County Flood Control District	Phil Gregory, Dave Burger Mark Myers Chris Hockett	✓				✓					✓			
Flood Wall and Channel Improvement Studies, Hayward, CA Alameda County Flood Control District	Phil Gregory, Chris Hockett, Mark Myers, Dave Burger							✓			✓			
Alhambra Creek Beaver Dams, Martinez, CA City of Martinez	Phil Gregory, Mark Myers	✓				✓		✓	✓					
San Leandro Creek Stabilization, San Leandro, CA Alameda County Flood Control District	Phil Gregory, Mark Myers	✓				✓								
Palos Colorados Geotechnical Peer Review, Moraga, CA Town of Moraga	Mitch Wolfe, Phil Gregory, Steve Watry	✓	✓		✓				✓	✓	✓	✓		
Five Canyons Subdiv. Geotech. Peer Review, Castro Valley, CA Alameda County Public Works	Mitch Wolfe, Phil Gregory	✓	✓		✓					✓	✓	✓	✓	
Alhambra Highlands Geotechnical Peer Review, Moraga, CA City of Martinez	Mitch Wolfe, Phil Gregory, Mark Myers	✓	✓		✓					✓		✓		
Fallon Ranch Geotechnical Peer Review, Dublin, CA City of Dublin	Mitch Wolfe, Phil Gregory	✓	✓		✓					✓	✓	✓		
Shaffer Ranch Erosion Review, Dublin, CA Alameda County Flood Control District	Phil Gregory, Mark Myers					✓							✓	
School District Corp Yard and Offices, Orinda, CA Orinda Unified School District	Phil Gregory, Pat Drumm, Chris Hockett					✓				✓				✓
Lafayette Community Center Park, Lafayette, CA City of Lafayette Public Works Department	Phil Gregory, Mitch Wolfe, Mark Myers	✓			✓	✓	✓		✓		✓			
Moraga Commons Park Pedestrian Bridge, Moraga, CA Town of Moraga Public Works Department	Chris Hockett, Phil Gregory, Dave Burger, Eli Zane				✓	✓					✓			✓
Lafayette Library and Learning Center, Lafayette, CA City of Lafayette Public Works Department	Phil Gregory, Steve Watry, Chris Hockett, Dave Burger				✓					✓				✓
City of Orinda Municipal Offices, Orinda, CA City of Orinda Public Works Department	Phil Gregory, Steve Watry, Mark Myers, Dave Burger				✓					✓				✓
Studio One Art Center Seismic Upgrade Project, Oakland, CA City of Oakland Public Works Agency	Phil Gregory, Chris Hockett, Mark Myers, Dave Burger				✓						✓			✓
81st Street Library, Oakland, CA City of Oakland Public Works Agency	Dave Buscheck, Phil Gregory, Tim Keefer				✓									✓

5. Resumes



EDUCATION

B.S., Civil Engineering, University of California at Berkeley, 1993

ACCOMPLISHMENTS

Twenty one years of experience as a consulting engineer

Ten years of experience as a general engineering contractor and five years in special inspection

Quality assurance and quality control supervision for field and laboratory testing and special inspection

Landslide, creekbank, and erosion control design and construction

Geotechnical investigations for custom homes and public works projects

House foundation retrofit, retaining wall, and drainage design and construction

Forensic engineering causation investigations

Cost estimation and value engineering services

Expert witness consultation, deposition, and testimony

Authorized continuing education provider for the State of California (earthquake distress analysis)

PROFESSIONAL ORGANIZATIONS

American Society of Civil Engineers

American Concrete Institute

International Code Council

REPRESENTATIVE EXPERIENCE

Foothill Square Redevelopment Oakland, CA
Currently providing special inspection and engineering support services for a 14-acre shopping center redevelopment project. The project includes demolition of several pre-existing buildings and parking lots and renovation of the remaining structures. Other site improvements include new asphalt-paved parking lots, concrete flatwork, utilities, and landscaping. Ongoing special inspection services are also being provided for steel reinforcement, seismic holddowns, epoxied dowels, concrete placement, masonry construction, welding, and fireproofing.

81st Avenue Branch Library Oakland, CA
Provided IOR (Inspector of Record) services for the new construction of a library. Project involved inspection supervision and documentation of all phases of construction as they relate to DSA (Division of the State Architect) jurisdiction. Work was performed under our on-call services contract with the City of Oakland.

Church Facility Improvements Castro Valley, CA
Provided geotechnical investigations, construction observations, and testing for a major addition to a church property in Castro Valley.

New Mausoleum Structures Colma, CA
Provided foundation investigations and soils reports for new mausoleum structures in a cemetery. Work also included construction supervision of grading and special inspections of concrete placement.

24-Story Mixed-Use Office Tower San Jose, CA
Provided special inspection and engineering support services for the construction of a new 24-story, reinforced concrete mixed-use structure. Project involved the construction of 213 residential units, 11,000 square feet of commercial space on the ground floor, and 242 parking spaces on five parking levels.

Medical Center Stockton, CA
Provided special inspection and engineering support services for the construction of a 105,000 square feet free-standing addition to an existing hospital. The project involved the construction of a new acute care facility.

6-Story Medical Tower Concord, CA
Provided special inspection and engineering support services for the construction of a 6-story medical tower as an addition to an existing hospital.

Roadway Improvements Contra Costa County, CA
Performed subsurface exploration, geotechnical investigation, and construction observation for the repair of distressed sections of roadways within Mount Diablo State Park.

Highway Off-Ramp Improvements Orinda, CA
Performed subsurface exploration, field mapping, soils testing, engineering analysis, and preparation of a geotechnical report for the widening and realignment of a highway off-ramp off of Highway 24.

Skyline Boulevard Repair Oakland, CA
Provided construction supervision of the repair of a portion of Skyline Boulevard in Oakland impacted by a landslide. Project involved the installation of stabilization piers, reconstruction of the affected road surface, and installation of erosion control measures. Work was performed under our on-call services contract with the City of Oakland.

7th Street Transit Village Oakland, CA
Provided geotechnical investigations and soils reports for new transit villages at the 7th Street and Coliseum BART stations in Oakland. The 7th Street project was performed under our on-call services contract with the City of Oakland.

Slope Stabilization and Roadway Improvements Oakland, CA
Provided construction supervision of the repair of a roadway impacted by creekbank erosion. Project involved the installation of stabilization piers, reconstruction of the affected road surface, and installation of erosion control measures. Work was performed under our on-call services contract with the City of Oakland.

Right-Of-Way Improvements Oakland, CA
Providing on-going technical assistance and design services for the rehabilitation of several roadways throughout the city of Oakland in order to maintain the public right-of-way.

Sewer Rehabilitation Vallejo, CA
Provided quality insurance field and lab testing services for the rehabilitation of the sewer main on Mare Island. Work was performed under our on-call services contract with the City of Vallejo.

FEMA Levee Certification Fremont and Union City, CA
Provided project management and coordination of geotechnical investigations for the evaluation of levee systems for FEMA certification. Scope of services include coordination with public agencies, permitting, supervision of CPT and soil borings, and lab testing. Work was performed under our contract with Alameda County.

Zone 5 Line B Culvert at I-880 Newark, CA
Provided project management and coordination of a geotechnical investigation for the installation of a new 72-inch diameter reinforced concrete pipe under a major freeway. Scope of services include coordination with public agencies, permitting, supervision of subsurface investigations, coordination of environmental testing, and soils lab testing. Work was performed for Alameda County.

Stormdrain Improvements Oakland, CA
Provided project management and coordination of a geotechnical investigation for the design of a new culvert system under an existing roadway. Services included the analysis of various design alternatives. Work was performed for Alameda County.

Proposed New School Site Alameda County, CA
Performed geotechnical investigations for a proposed 100-acre new school development. Investigation also included testing and analysis of potentially liquefiable soils.

Landslide Repair San Mateo County, CA
Oversaw the completion of a landslide repair that impacted four properties. Project involved permit coordination, design modification, and construction supervision.

Landslide Investigation Oakland, CA
Provided consultation services for a legal case involving the cause and repair of a landslide impacting multiple properties. Project involved site reconnaissance, development of repair alternatives, and development of cost estimates.

Landslide Investigation Contra Costa County, CA
Performed watershed analysis and field mapping for the investigation of a large landslide that undermined a portion of a development. Work also included the location of subsurface drainage facilities and elevation mapping of existing lateral drains within the slide using innovative water measuring techniques.

Landslide Repair Mill Valley, CA
Provided investigative, design, and quality assurance services for the repair of a failed slope and retaining wall between two adjacent properties. Project also involved special inspection and testing.

Marburger Landslide Repair Belmont, CA
Provided construction supervision and testing for the reconstruction of a roadway impacted by a landslide. Project involved the installation of stabilization piers and tiebacks through the slide area, and the rebuilding of the roadway.

Retaining Wall Repairs San Francisco, CA
Provided investigative, design, and quality assurance services for the reconstruction of failed retaining walls along "zero-lot" lines at multiple locations in San Francisco.

Retaining Wall Repair Hayward, CA
Provided design and construction management services for the reconstruction of a failed retaining wall and the underpinning of a distressed house foundation in Hayward.

Replacement Retaining Wall SF Bay Area, CA
Engineer and general contractor for the design and construction of dozens of retaining wall projects throughout the San Francisco Bay Area. Walls consisted of cast-in-place reinforced concrete, CMU, concrete modular block, and steel I-beam and wood lagging construction.

New & Replacement Concrete Flatwork SF Bay Area, CA
Engineer and general contractor for the design and construction of new and replacement concrete flatwork at multiple locations throughout the San Francisco Bay Area.

Creekbank Restoration Moraga, CA
Engineer and general contractor for the repair of an eroded creekbank in a golf course by installing rip-rap fill stabilizing an existing modular block wall along the creekbank.

Creekbank Stabilization Diablo, CA
Engineer and general contractor for the stabilization of an eroding creekbank at the rear of a residential property along Diablo Creek. Work consisted of the installation of drilled concrete piers, steel I-beams, and wood lagging.

Creekbank Stabilization and Retaining Wall Construction San Pablo, CA
General contractor for construction of a 35-foot long, 6-foot high segmental concrete block retaining wall along a portion of Wildcat Creek.

Erosion Control & Drainage Improvements Pleasanton, CA
Engineer and general contractor for the installation of erosion control measures within an eroded bank along a natural drainage swale. Project involved the installation of rip-rap concrete sacks and concrete-lined v-ditches.

Erosion Control Contra Costa County, CA
Engineer and general contractor for the installation of erosion control measures within an eroded bank along a natural drainage swale.

New Park Installation Pleasant Hill, CA
Engineer and general contractor for the grading and installation of over 5000 feet of lined pathways through an olive orchard.

EDUCATION

M.S., Civil Engineering (Geotechnical), University of California at Berkeley, 1984
B.S., Civil Engineering, University of California at Berkeley, 1983

ACCOMPLISHMENTS

Thirty years of professional geotechnical engineering experience
Managed more than 100 public works geotechnical investigation and geo-design projects for ten separate agencies
Former soil testing instructor at Chabot Junior College in Hayward
Invited lecturer on geosynthetics, slope stability, and erosion control
Former co-Chairman of the Slope Technology Committee of IECA
Designer of over 150 geogrid reinforced slopes and retaining walls

PROFESSIONAL ORGANIZATIONS

American Society of Civil Engineers
International Erosion Control Association
American Public Works Association
Post Tensioning Institute

International Geotextile Society
California Geotechnical Engineers Association
Floodplain Management Association
East Bay Municipal Engineers

REPRESENTATIVE EXPERIENCE

Vargas Road Realignment and Creek Bank Fremont, CA
Provided and prepared a geotechnical investigation and a geotechnical report, design concept report, and full PS&E for repair of failure of a narrow rural road situated above a deeply incised ephemeral creek. The creek bank stabilization measures included biotechnical slope stabilization and installation of rock weirs within the creek bed. The existing road was relocated from the top of the creek bank, requiring widening of the road at the base of an ascending slope. The widening was completed by over-excavating the existing slope and constructing a geogrid reinforced steepened slope. Part-time observation of the construction was provided to assist County inspection personnel on an as-needed basis.

Stanley Boulevard

Embankment Reconstruction Alameda County, CA
Provided emergency investigation, design, and preparation of PS&E for 15 meter high geocell faced, geogrid reinforced embankment reconstruction for the major arterial road between Pleasanton and Livermore. Project was FHWA-funded and received an outstanding achievement award from the local chapter of the American Public Works Association.

Vasco Road Realignment

Livermore, CA
Project manager for geotechnical study completed for Alameda County Public Works Agency for re-alignment of 1.2 km of major roadway between eastern Alameda and Contra Costa counties. Project consists of large 25 meter cut into faulted and intensely fractured bedrock situated along an active trace of the Greenville Fault. Work included completion of 20 coreholes and borings, exploratory trenching, geophysics, design of reinforced soil embankments and retaining walls, and construction observation and testing.

Cowell Road Embankment Stabilization Concord, CA
Project manager for stabilization of 500 foot long four lane roadway embankment using cast-in-place-drilled piers and tiebacks. Completed full PS&E for project and coordinated construction with the City of Concord.

Pavement Rehabilitation Mountain View, CA
Manager for geotechnical investigation and testing portion of pavement rehabilitation project that included reconstruction of pavement on four municipal streets. Work included subsurface exploration and laboratory testing, development of structural pavement sections, recommendations for lime stabilization, and geotechnical observations and testing during construction.

Peaceful Glen Road

Vacaville, CA
Project manager for a geotechnical investigation and design of stabilization measures for a 200 foot segment of Peaceful Glen Road adjacent to Sweeney Creek. The roadway was undermined by progressive lateral migration of the creek resulting in a lane closure. The project was included as an emergency repair to an already planned 800 foot long road widening project for Solano County. Work included geologic mapping, review of aerial photos, subsurface investigation, testing, and analysis to determine the limits of instability and design parameters. Design calculations for a tiered Ultra Block wall were also prepared for the county who prepared PS&E.

Camino Tassajara Widening

Danville, CA
Quality control and technical reviewer for a geotechnical investigation for the proposed improvements to the northern side of Camino Tassajara located between Finley Road and the Mustang Soccer Complex. The existing stretch of Camino Tassajara is a two-lane, asphalt paved rural road. The project included widening of 2,400 feet of the road along its current alignment by placing embankment fill adjacent to the downslope edge of the existing embankment. The new embankment fill will range from 1 to 16 feet tall and will widen the road by up to 20 feet in some areas.

Sculpted Soil Nail Retaining Structure

Orinda, CA
Project manager for design and construction observation of soil nail retaining structure built to stabilize failing cutslope along a city road. Project included geotechnical investigation, preparation of contractor qualifications package, PS&E, and construction observation and testing.

Studio One Art Center Oakland, CA
Completed a geotechnical investigation and report for the seismic renovation of the historic structure. Project involved seismic and accessibility retrofitting of an unreinforced masonry building which was constructed in 1894.

Veterans Memorial Building Lafayette, CA
Managed geotechnical construction services for the new 8,000 square foot Veterans Memorial Building in Lafayette. Project included review of existing report, construction observation and testing during removal and replacement of poor subgrade materials, and inspection during footing preparation.

Orinda City Offices Orinda, CA
Geotechnical manager for construction of a LEED certified municipal building developed on a hillside property. Work included subsurface investigation, preparation of preliminary and design level geotechnical report, numerous consultations with structural engineer and architect regarding foundation layout, and geotechnical observations during construction.

Seaborg Library and Learning Center Lafayette, CA
Project manager for geotechnical and foundation investigation for \$30 million municipal library and research center. Project included two stories of underground parking including retaining walls and foundations on drilled piles and conventional footings.

Community Park and Ballfields Lafayette, CA
Managed geotechnical investigations for development of an 88 acre park site and redevelopment of an existing 16 acre ballpark for the City of Lafayette. Study included stream bank stability issues, slope stabilization, pavement design, design of 138 foot long pre-fabricated pedestrian bridge, and foundations.

North Livermore Avenue Pedestrian Bridge Livermore, CA
Quality control manager for foundation report for a new 10 foot wide, 160 foot long pre-fabricated pedestrian bridge over North Livermore Avenue. The pedestrian bridge consists of three spans consisting of steel trusses with concrete decking supported on concrete abutments at each end and on two bents located in the median. Completed geologic research of the site and vicinity, drilled three exploratory borings in the vicinity of the planned abutments and bents, coordinated development of traffic control plans with the City, and prepared a foundation report in Caltrans format including Log of Test Boring Sheets.

SF Bay Trail Carquinez Scenic Drive Martinez, CA
Principal-in-charge for geotechnical, civil, planning study, conceptual plan development, alternatives analysis, design of landslide repairs, field observations, and laboratory testing for conversion of a landslide prone segment of Carquinez Scenic Drive into a segment of the Bay Trail. Services were completed for the Contra Costa County Public Works Department and East Bay Regional Park District. Work included geotechnical investigation of several landslides, development of alternatives, estimates, preparation of geotechnical alternatives and planning reports, and construction observation and testing.

Moraga Commons Bridge and Trail Moraga, CA
Managed investigation, design, permitting, and construction observations of new 140 foot long pedestrian bridge at the Moraga Commons Park in the Town of Moraga.

Canal Levee Repairs Contra Costa County, CA
Prepared plans and specifications and provided construction observation and testing for repair of canal intake levees. Design included geogrid reinforced fills and riprap armored banks.

Galindo Creek Channel Repairs Concord, CA
Managed preparation of PS&E and provided permitting assistance and construction observation services for restoration of 1,200 feet of concrete lined channelized creek through a residential neighborhood. Work included investigations, design, construction observations and testing, and permitting assistance through coordination with Cal DFG, USACE, and SFBRWQCB.

North Lane Storm Water Mitigation Orinda, CA
Quality control manager and technical reviewer for an ongoing geotechnical report and PS&E for a 1,200 foot long, 60 inch diameter reinforced concrete pipe storm drain. The downstream 400 foot portion was constructed below Camino Pablo and an East Bay MUD water treatment facility using trenchless installation techniques. The scope of work also included preparation of full PS&E for the trenchless portions of the project.

Glorietta Boulevard Culvert Orinda, CA
Principal engineer for a geotechnical study and design of trenchless replacement of 290 feet of collapsing 60 inch corrugated metal pipe culvert beneath developed residential properties. The geotechnical work included drilling and sampling of three borings using limited access equipment. Design included development of plans and specifications for the trenchless replacement of the existing pipe, including preliminary design and layout of launching and receiving shafts in residential yards.

Lakeshore Storm Drain Improvements Oakland, CA
Managed geotechnical investigation and construction observation and testing for a new pre-cast box culvert at Lake Shore Avenue. Work was completed as part of an award-winning project. The project included construction of a 3,000 foot long 6x8 foot pre-cast concrete box culvert adjacent to an existing cast-in-place box.

Alhambra Creek Beaver Dam Martinez, CA
Provided geotechnical observations and design of emergency sheetpile wall system to stabilize the east bank of Alhambra Creek to protect several commercial buildings from being undermined by dens excavated by the famous Alhambra Creek beavers which established residence in downtown Martinez.

Upper Sand Creek Flood Control Dam Antioch, CA
Managed geotechnical exploration and testing in support of design and construction of a new 1,000 acre-foot flood control basin in Antioch. Work included exploration services, geologic and geotechnical analyses of the ancient landslide, and assistance in the preparation of construction plans and specifications.

EDUCATION

B.S., Geology, University of California Davis, 2003

ACCOMPLISHMENTS

Geologic and geotechnical investigations for public agencies and for residential and commercial development
Landslide repairs and geologic mapping projects
Construction quality assurance for landfill liner placement and cell development
Radiation safety officer
Certified professional in erosion and sediment control

PROFESSIONAL ORGANIZATIONS

Association of Engineering Geologists
International Erosion Control Association

East Bay Municipal Engineers

REPRESENTATIVE EXPERIENCE

Seaborg Library and Learning Center Lafayette, CA
Project geologist for geotechnical and foundation investigation for \$30 million municipal library and research center. Project includes two stories of below ground parking and retaining walls and foundations on drilled piles and conventional footings. Responsibilities included subsurface investigation and testing, drilled pier hole observation, construction observations and testing, and coordination with the City of Lafayette and the contractors.

McKillop Road Embankment Stabilization Oakland, CA
Project geologist for the geotechnical design of a double retaining wall system used to stabilize McKillop Road from a landslide migrating toward the street. Logged and sampled numerous borings as well as installed inclinometers and piezometers. Project included design of a 160 linear feet inner soldier pile wall with two rows of tiebacks, and 190 linear feet outer soldier pile shoring wall connected to the inner wall using tie rods.

Orinda City Offices Orinda, CA
Provided site characterization and construction observations for the new Orinda city offices. Scope of work included plan review, compaction testing, review of fill compaction data, pier and footing inspection prior to concrete placement, observation and approval of excavations and subdrain installation, and underground utility trench approval.

Vasco Road Safety Improvements Livermore, CA
Project geologist for the realignment of a 1.2 kilometer segment of Vasco Road. Responsibilities included observations of excavation, placement of fill, construction of retaining walls, and placement of drainage systems. Project included the construction of a 60 foot 2 tier keystone block geogrid reinforced retaining wall for temporary roadways, geogrid reinforcement, relocation of existing utilities, and coordination with the contractors, County and adjacent properties. The project was located adjacent to an environmentally protected area.

Foothill Square Redevelopment Oakland, CA
Duties included attendance at preliminary meetings, review of the approved plans and specifications, construction observation and testing services for the building pads and underground utilities, pier drilling observations for foundation and site retaining walls, coordination with the City of Oakland, East Bay Municipal Utilities District, and Pacific Gas & Electric, and recommendations during the construction phase.

Bailey Road Stabilization Pittsburg, CA
Project geologist for the stabilization of a failure along a 100 foot section of the road way in Pittsburg. Duties included performing 2 exploratory borings utilizing mud rotary wash system along the edge of an 1:2 (H:V) slope. The project included coordination with local permitting agencies, overseeing traffic control measures, disposal of drilling spoils at the local landfill facility, and coordination with lab testing. Other duties included mapping the geomorphic conditions of the site, creation of geologic cross section, and development of the geotechnical report.

Moraga Country Club Moraga, CA
Project geologist for construction of a new country club. Responsibilities included approval of subgrade excavations, mitigation of high plasticity expansive soils with the use of lime treatments and select fill placement, a foundation excavation approval. Duties included construction observation and testing and coordination with the property owners and contractors.

North Lane Storm Water Mitigation Orinda, CA
Project geologist for the geotechnical exploration of a proposed new stormwater collection pipeline between 1 North Lane and El Toyonal Creek in Orinda. The project includes the collection of existing utility data, coordination with EBMUD, proposed trenchless tunneling under a heavily traffic street and conventional open trench installation. Duties included subsurface exploration using a track mounted and truck mounted exploratory drilling rigs, development of the boring logs and subsurface profiles, and review of the existing geological data for the area.

Building Seismic Retrofit Oakland, CA
Project geologist for municipal building restoration and seismic retrofit. Scope of work included evaluation of surface and subsurface materials, liquefaction susceptibility, seismic hazard analysis, developments of foundation and retrofit geotechnical design parameters.

Camino Tassajara Widening Danville, CA
Cal Engineering and Geology completed a geotechnical investigation for the proposed improvements to the northern side of Camino Tassajara located between Finley Road and the Mustang Soccer Complex. The existing stretch of Camino Tassajara is a two lane asphalt paved rural road. The project will widen approximately 2,400 feet of the road along its current alignment by placing embankment fill adjacent to the downslope edge of the existing embankment. The new embankment fill will range from 1 to 16 feet tall and will widen the road by up to approximately 20 feet in some areas.

SF Bay Trail Carquinez Scenic Drive Martinez, CA
Project geologist for the Carquinez Scenic Drive stabilization project of an approximately 1.7 mile segment in Martinez. The project consisted of site characterization to determine alternative repair methods and value engineering. Duties included geologic mapping of numerous landslide features, pavement settlement, slope cuts, and other identified features along the project alignment. Other duties included construction observation and testing, research of previous data from the site, coordination with local agencies and permitting agencies, coordination with the drilling subcontractors, drilling and sampling exploratory borings at various locations along the alignment, development of cross sections, profiles and boring logs, and development of a geotechnical data report.

Municipal Storm Drain Lafayette, CA
Project geologist for development of geotechnical design parameters. Scope of work included continuous sampling of soil and bedrock materials with pitcher barrel sampler, analysis of soil and bedrock characteristics, and provided geotechnical recommendations of the drain installation.

Upper Sand Creek Flood Control Dam Antioch, CA
Project geologist for geotechnical investigation and design and construction of a new 1,000 acre foot flood control basin increasing the existing capacity. Project duties included initial site reconnaissance, geologic mapping, surface and subsurface exploration including exploratory borings and test pits, and cone penetration soundings, installation of monitoring wells, and geophysical testing observation and direction. Other project duties included coordination of permitting and site access, identification potential geotechnical hazards including several landslides surrounding the perimeter of the proposed basin envelope with cross sections developed and design of proposed remediation.

Zone 6 Levee Certification Alameda County, CA
Project geologist for subsurface exploration and testing for FEMA certification project for 26 miles of levees in Fremont and south Alameda County. Responsibilities included: coordination with drillers, Alameda Flood Control District staff, and outside permitting agencies; logging and sampling of more than 50 mud rotary wash and hollow stem auger borings along the levees; and coordination of environmental sampling and laboratory soils testing.

Zone 6 Line E Floodwalls Fremont, CA
Project geologist for the subsurface exploration and testing for the development of floodwall protection improvements to sections of the existing levees in Fremont. Duties included coordination with local permitting agencies, coordination with the drilling contractors, subsurface exploration at various locations along the site, coordination with testing and disposal of the soil generation during the subsurface exploration, coordination with the laboratory testing, development of the boring logs and review of the subsurface data during the design phase of the project.

Lower Llagas Creek Capacity Improvements Gilroy, CA
Project geologist for the subsurface exploration and testing services for certification purposes along the levees and embankments between HWY 152 and Bloomfield Avenue in Gilroy. Project duties included historical research and data collation from previous explorations and development for the site, coordination with the Santa Clara Valley Water District for access near an environmentally protected habitat, coordination with local permitting agencies, subsurface exploration coordination with CPT and drilling agencies, coordination with additional consulting agencies, subsurface exploration including 38 CPTs and 15 borings. Other duties included the coordination with disposal and testing of the exploratory boring cuttings and drilling fluid, environmental sampling, and development of the boring logs and laboratory testing.

Sulphur Creek Levee Improvements Hayward, CA
Duties included construction observation and testing services for the purposes of certification of approximately 1,000 feet of levee, backfill placement observations and testing for the bypass structures, documentation of construction activities for the Alameda County Public Works Agency, keyway and subgrade approval, coordination with public agencies and private consulting firms, recommendations for the mitigation of soft soil conditions, grading, and erosion control measures.

Brandt Drive Culvert Danville, CA
Project geologist for the investigation for the on-going movement of the roadway in Danville. Duties included research of the historical conditions of the site, review of the record drawings, review of existing monitoring well, subsurface data, and utilities. Other duties included coordination with local permitting agencies, videotaping the inside of the existing utilities, drilling and sampling of additional borings, mapping the distress to the site, and assisting in the causation analysis. The project remediation design included tie-back stabilization measures with moderate amounts of grading to restore the road.

Groundwater Monitoring Well Pittsburg, CA
Project geologist for the installation of a groundwater monitoring well at the United Posco Industries steel plant in Pittsburg. Duties included coordination with RMC Geosciences and local permitting agencies, special certification training for site safety and access, drilling and sampling and exploratory boring adjacent to an existing well at the base of a toxic hazardous waste landfill, installation of a groundwater monitoring well, and development of the well.

EDUCATION

AA, Geological Technician, Diablo Valley College, 1984

ACCOMPLISHMENTS

Twenty-nine years of geotechnical field and laboratory testing
Primary supervisor for materials testing laboratory for soils and materials testing that include:
Compaction curve, Atterburg limits, gradation analysis, R-value, grout and mortar concrete compressive strength, rebar testing, and shrinkage test

PROFESSIONAL ORGANIZATIONS

REPRESENTATIVE EXPERIENCE

Foothill Square Redevelopment Oakland, CA
Laboratory technician for supplemental QA support to CE&G for compressive strength testing for over 100 concrete and grout placements. Coordinated welding, fireproofing, and masonry special inspections in support of CE&G staff. This 14-acre shopping center redevelopment project includes demolition of several pre-existing buildings and parking lots, renovation of the remaining structures, new asphalt-paved parking lots, concrete flatwork, utilities, and landscaping.

Multi-Use Office and Storage Buildings Pittsburg, CA
Laboratory technician for supplemental QA support to CE&G for compressive strength testing for over a dozen concrete and grout placements. Coordinated welding, high-strength bolting, and masonry special inspections in support of CE&G staff. The Trans Bay Cable Converter Station project included construction of a 5,000-square-foot single-story multi-use office building and a 10,000-square-foot single-story spare parts building.

Petersen Road Rehabilitation Suisun, CA
Laboratory technician for supplemental QA support to CE&G for R-value testing during geotechnical explorations and reconstruction along Petersen Road. Solano County's project consisted of reconstructing the asphalt concrete pavement and widening of the roadway by approximately 20 feet. Full depth reclamation (FDR) of the existing roadway was used to reconstruct the road and enabled recycling of 100 percent of the existing asphalt concrete and road base material to create a stabilized base material that was topped with hot mix asphalt.

Backfill Testing Martinez, CA
Field technician during construction for observation and testing of underground utilities and trench backfill for various projects for the City of Martinez.

Backfill Testing Contra Costa County, CA
Field technician during construction of underground utilities and trench backfill for various projects. Work included observation and testing for Central Contra Costa Sanitary District.

City of Brentwood Brentwood, CA
Field technician during construction of various right-of-way and underground utility projects. Work included observations and testing of fill, AB, and AC placement.

Fill Testing Alameda and Contra Costa Counties, CA
Field and laboratory technician for construction observations and field and lab testing in support of fill, AB and AC placement on several East Bay Park District projects.

Levee Projects SF Bay Area, CA
Provided soil laboratory testing services in support of Hultgren-Tillis on 10+ levee projects. Work included the following tests: MD's, Atterbergs, and sieve analyses.

Blackhawk Phase 5 and Commercial Development Blackhawk, CA
Field technician during construction for observations and testing of fill, AB, and AC placement; QA on cut-fill lots, keyways, subdrains, and underground utilities.

Oak Hills Subdivision Pittsburg, CA
Provided construction observations and testing of fill placement; QA on cut-fill lots, keyways, subdrains, and underground utilities.

Somerset Subdivision Rio Vista, CA
Field technician for observations and testing of fill placement; QA on cut-fill lots, keyways, subdrains, and underground utilities.

Subdivision 7940 Brentwood, CA
Field technician for observations and testing of fill placement; QA on cut-fill lots, keyways, subdrains, and underground utilities.

Port of Oakland Oakland, CA
Laboratory technician for AC testing on several projects.

Los Esteros Power Plant Milpitas, CA
Laboratory technician during construction of the upgrade from a simple-cycle generation facility to a combined-cycle generation facility. Work included compressive strength testing of concrete and grout, and soil compaction curves.

Tesoro Coker Modification Plant Martinez, CA
Laboratory technician during upgrades at the Tesoro Refinery. Work included testing for compressive strength testing of concrete and grout, and soil compaction curves.

Marsh Landing Generating Station Antioch, CA
Laboratory technician during construction of the new generating station which adds up to 720 megawatts to the electric grid. Work included compressive strength testing of concrete and grout, and soil compaction curves.

RESOLUTION NO. __-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKLEY
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH CAL
ENGINEERING AND GEOLOGY, INC., A CALIFORNIA CORPORATION, FOR
ON-CALL MATERIALS TESTING SERVICES AND AUTHORIZING THE CITY
MANAGER TO EXECUTE SAID AGREEMENT**

WHEREAS, on June 14, 2014 the City Council adopted a resolution approving professional services with two qualified firms for materials testing services to assist Public Works Staff during construction projects;

WHEREAS, on April 28, 2015 the contracts with these firms amended to add additional funds needed because of an increase in demand for their services as the result of an increase in construction in the City;

WHEREAS, Cal Engineering and Geology, Inc. (CG&E) submitted a Statement of Qualifications which was reviewed by staff and staff determined that CG&E is well qualified to provide on-call material testing services;

WHEREAS, staff recommends that the City Council approves the agreement with Cal Engineering and Geology, Inc. with a not-to-exceed contract amount of \$50,000 through June 30, 2016; with the option to extend the agreement at the City Manager's discretion; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the City Council of the City of Oakley that the attached Professional Services Agreement with Cal Engineering and Geology, Inc. is 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 14th of July, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTIONS:

APPROVED:

ATTEST:

Doug Hardcastle, Mayor

Libby Vreonis, City Clerk

Date