

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Public Works

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE August 7, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Professional Design Services Master Agreements with ENGEO Incorporated and Wallace-Kuhl & Associates to Provide Material Testing Services for Various Public Works Department Projects Through October 2015

STAFF RECOMMENDATIONS:

1. Approve Professional Design Services Master Agreements with ENGEO Incorporated and Wallace-Kuhl & Associates to provide material testing services for various Public Works Department projects through October 2015 at an amount not to exceed \$375,000 for each individual agreement.
2. Authorize the Public Works Director to sign the agreements.
3. Authorize the Public Works Director to sign future amendments during the life of the agreements and within the approved compensation limits.

FISCAL IMPACT:

The amounts assigned to each of these agreements with ENGEO Incorporated and Wallace-Kuhl & Associates for material testing services will depend upon the individual projects and their specific requirements. The upcoming Public Works Department construction schedule for the next three years yields an estimated materials testing cost of approximately \$750,000. Each separate project will

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-410

On motion of Supervisor Withdraw, Seconded by Supervisor De Martini
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, De Martini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Professional Design Services Master Agreements with ENGEO Incorporated and Wallace-Kuhl & Associates to Provide Material Testing Services for Various Public Works Department Projects Through October 2015

FISCAL IMPACT (continued):

fund their share of testing. Funds for testing services will be authorized and transferred at the project's Board approval or award phase of the construction contract. These funds shall not exceed the maximum \$375,000 budgeted for each individual agreement over the thirty-six month period or through October 2015.

DISCUSSION:

Material testing on roadwork construction is an integral portion of the project. It ensures the contractor is providing quality construction materials and is meeting the minimum requirements in the approved plans and specifications. The cost of material testing varies based upon the project type, size, location and testing required. The Public Works Department follows the requirements for testing based upon the California Department of Transportation (Caltrans) guidelines to determine the amount and type necessary for a specific project.

In anticipation of upcoming construction in years 2012 through 2015, the Public Works Department issued a Request for Proposal (RFP) in April 2012 for material testing services to several material testing firms in the area.

On May 4, 2012, three materials testing firms submitted proposals for review. All proposals were evaluated and scored based on qualifications only. Fees were not part of the evaluation process. Below is a list of consultants that submitted proposals:

ENGEO Incorporated
Neil O. Anderson
Wallace-Kuhl & Associates

Public Works staff reviewed the proposals and selected ENGEO Incorporated and Wallace-Kuhl & Associates as the most qualified consultants based on the results of the following evaluation criteria:

- Understanding of the work to be performed;
- Experience with similar projects;
- Qualifications and availability of staff;
- Demonstration of technical ability; and,
- References.

The use of two different firms for testing services for all County projects ensures timely responses for field visits, sampling as needed, and testing if one firm were to be backed up with other non-County projects. The two Professional Design Services Master Agreements will commence on October 22, 2012 and will expire on October 21, 2015.

Approval of Professional Design Services Master Agreements with ENGEO Incorporated and Wallace-Kuhl & Associates to Provide Material Testing Services for Various Public Works Department Projects Through October 2015

POLICY ISSUES:

The recommended actions support the Board's priorities of providing A Safe Community, A Healthy Community and A Well-Planned Infrastructure System by ensuring quality materials and workmanship are utilized on Public Works Projects.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado - Public Works Director- Telephone (209) 525-4130

BV:la L:\Material Testing 2012\Board Items\Final.pdf

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and ENGEO Incorporated, hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2.0 COMPENSATION AND BILLING

2.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed Three Hundred Seventy-Five Thousand (\$375,000) over the three year

term of this agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B and specified in each Project Scope of Work unless the County or the Project Manager for the Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed for each separately approved Project. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in each Project Scope of Work. Each Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence on October 22, 2012 and continue for a period of thirty-six months, or until all work on each project let during the thirty-six month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Additionally, the term of this agreement may be extended for an additional twenty-four months by the parties mutual agreement.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum

amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000), combined single limit for each occurrence. Consultant's liability shall be limited by County to the amount of available coverage under the professional liability policy. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer

shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide

of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by

Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Joe Tootle, GE - Principal
- b. Lead/Manager: N/A

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or

consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County Department of Public Works
Attn: Chris Brady, PE, Construction Manager
1716 Morgan Road
Modesto, California 95358

If to Consultant:

ENGEO
Attn: Joe Tootle, GE, Principal
580 N. Wilma Avenue, Ste. A
Ripon, CA 95366

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information

obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so

incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.


7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

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

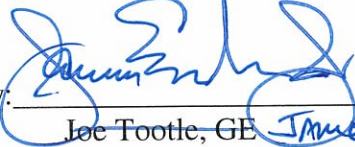

7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS


By: 
Matt Machado, Director
Department of Public Works

ENGEO INCORPORATED

By: 
Joe Fottle, GE  JAMES E. MOORE, JR.
Principal

APPROVED AS TO FORM:

John R. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

Board Resolution No.: 2012-410

EXHIBIT A
Master Agreement

COUNTY'S REQUEST FOR PROPOSAL

EXHIBIT B
Master Agreement

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

EXHIBIT C
Master Agreement

CONSULTANTS FEE SCHEDULE

EXHIBIT A
Master Agreement

COUNTY'S REQUEST FOR PROPOSAL



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

Engineering & Operations Division
1716 Morgan Road, Modesto, CA 95358
Phone: 209-525-4130; Fax: 209-541-2505

**REQUEST FOR PROPOSAL FOR
MATERIALS TESTING SERVICES**

April 16, 2012

PROJECT SCOPE

Material testing on roadwork construction is an integral portion of County projects. It ensures the contractor is providing quality materials and is meeting the minimum requirements in the project plans and specifications.

During the course of constructing Public Works improvement projects, it is necessary for the County's Construction Administration Division to utilize the services of a materials testing laboratory to achieve or monitor compliance with the specification requirements of the project's contract.

In anticipation of the upcoming construction year(s), Stanislaus County Public Works Department is submitting a Request for Proposal (RFP) for material testing services to your consulting firm. All proposals received will be evaluated and scored by Public Works personnel.

The proposals shall include, as a minimum, billing rates for technicians, billing rates for different types of tests & analysis performed; turn-around time for test reports; summary of experience and qualification of Consultant and supporting staff members.

The consultant should indicate his/her acceptability of the terms and conditions of the standard Design Services Agreement contained in the Exhibit 2. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the County. The County will not consider changes to the agreement once selection has been made.

Proposals shall be submitted along with the attached proposal sheet. Each proposal shall be sealed and mailed to Bryan Voyles, 1716 Morgan Road, Modesto, CA 95358.

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

All questions and comments regarding this Request for Proposals or the project shall be in writing and directed to: Bryan Voyles, Stanislaus County Department of Public Works, (209) 525-4130, (209) 541-2506 fax or voylesb@stancounty.com.

All questions shall be submitted no later than Friday, April 27th. Questions will be answered no later than Monday, April 30th.

TENTATIVE RFP SCHEDULE

Release Requests for Proposal	Monday, April 16, 2012
Proposals Due	Friday, May 4, 2012
Consultant Interviews	Wednesday, May 16, 2012
Selection Notification	Monday, May 21, 2012
Stanislaus County Board for Approval of Contract	Tuesday, June 26, 2012

Proposals Must Be Received By: Friday, May 4, 2012, by 5:00 p.m.

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

Testing & Inspection services may include, but not be limited to the following items:

TEST NO.	TESTING / INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
1	HOURLY RATE FOR SOIL TECHNICIAN CALTRANS I.A. CERTIFIED WITH NUCLEAR DENSITY GAUGE.		
2	HOURLY RATE FOR A.C.I. FIELD TESTING TECHNICIAN - GRADE 1		
3	HOURLY RATE FOR ASPHALT TECHNICIAN CALTRANS I.A. CERTIFIED		
4	HOURLY RATE FOR I.C.B.O./A.W.S. SPECIAL INSPECTOR (CONCRETE/MASONRY/WELDING)		
5	FIELD COMPACTION TESTS USING CALIFORNIA 231 TEST METHOD (NUCLEAR GAGE TESTING WITH MINIMUM OF 3 NUCLEAR SHOTS PER TEST INCLUDING MOISTURE - ROAD WORK)		
6	LABORATORY COMPACTION TEST USING CALIFORNIA 216 TEST METHOD (PART II MAX WET DENSITY & PERCENT RELATIVE COMPACTION)		
7	AGGREGATE TESTING USING CALIFORNIA 202 METHOD OF TESTS FOR SIEVE ANALYSIS OF FINE AND COURSE AGGREGATES.		
8	AGGREGATE TESTING USING CALIFORNIA 205 METHOD FOR DETERMINING PERCENTAGE OF CRUSHED PARTICLES.		
9	SAND EQUIVALENT USING CALIFORNIA 217 TEST METHOD.		
10	BULK SPECIFIC GRAVITY & DENSITY OF BITUMINOUS MIXTURES USING CALIFORNIA 308 TEST METHOD.		
11	DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD USING CALIFORNIA 382 TEST METHOD.		
12	RESISTANCE "R" VALUE OF TREATED AND UNTREATED BASES, SUBBASES, AND BASEMENT SOILS BY THE STABILOMETER TEST USING CALIFORNIA 301 TEST METHOD.		
13	GRAB BAG SOIL SAMPLING PICKUP (UP TO 75 POUNDS) WITHIN STANISLAUS COUNTY - PER SITE (EACH).		

15	ASTM D6938-08, "STANDARD TEST METHOD FOR IN-PLACE DENSITY & WATER CONTENT OF SOIL & SOIL-AGGREGATE BY NUCLEAR METHODS".		
16	ASTM D1557-07, "STANDARD TEST METHODS FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT"		
17	SAMPLING FRESH CONCRETE USING CALIFORNIA 539 TEST METHOD; AND MAKING HANDLING, AND STORING CONCRETE COMPRESSIVE TEST SPECIMENS IN THE FIELD USING CALIFORNIA 540 TEST METHOD.		
18	CONCRETE CYLINDER PICKUP PER SET OF CYLINDERS WITHIN STANISLAUS COUNTY (EACH)		
19	CALTRANS TEST METHOD 366, "STABILOMETER VALUE"		
20	CALTRANS TEST METHOD 367, "OPTIMUM BITUMEN CONTENT"		
21	CALTRANS TEST METHOD 370, "MOISTURE CONTENT OF BITUMINOUS MIXTURES OR GRADED MINERALS AGGREGATES USING MICROWAVE OVENS"		
22	CALTRANS TEST 375, "RELATIVE COMPACTION OF ASPHALT CONCRETE IN PLACE"		
23	CALTRANS TEST 202, "SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES"		
24	ASTM D4318, "PLASTICITY INDEX"		
25	ASTM D422, "SIEVE ANALYSIS OF SOIL ASTM D422"		
26	CALTRANS TEST METHOD 382, "ASPHALT DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD"		
27	CHEMICAL TESTING OF TREATED AND UNTREATED SOILS AND AGGREGATE BASES, ASTM TEST METHOD D. 2170, "KINEMATIC VISCOSITY", ASTM TEST METHOD 2171, "ABSOLUTE VISCOSITY"; AND ASTM D5, "PENETRATION"		
28	PERCOLATION TESTING TO DETERMINE SOIL'S PERCOLATION RATE. (FOR TRENCH AND BED PERCOLATION)		

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

1. All work shall be performed under the responsible charge of a qualified licensed Civil or Geotechnical Engineer in the State of California who is employed by the material-testing agency.
2. Soils and materials testing agency/consultant shall submit to the County all applicable certifications for the laboratory and testing personnel that will be working on a project. All certifications must be kept current throughout a project duration. If certifications are updated while a project is underway, the updated certificate shall be submitted to the County immediately.
3. Consultant shall have a Independent Assurance Program (IAP) in effect during the entire time work is being performed under the contract. The program shall include, but not be limited to, quality control, quality assurance, and equipment calibration programs for the Consultant's main laboratory and for any satellite or project laboratories. The Consultant's IAP must be signed by the State of California licensed Civil or Geotechnical Engineer employed by the material-testing agency.
4. The materials testing agency (MTA) shall have a quality assurance program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order. The MTA shall participate in the following: the AASHTO Materials Reference Laboratory (AMRL); the Cement and Concrete Reference Laboratory (CCRL) inspection programs; the Caltrans Reference Sample Program (CRSP). A copy of the County's Quality Assurance Program is attached for your reference (see Exhibit 1).
5. County will schedule interviews with top ranking Consultants.
6. At it's own expense, Consultant shall provide all required licenses and permits and abide by and all Federal, State, and applicable local laws or rules affecting the work and shall maintain all required protection of property, employees, and the public.
7. All prices shall include travel to and from the test site.
8. Unless otherwise agreed to by the Consultant and the County Project Manager, the Consultant will receive Twenty Four (24) hours notice for onsite visits and testing scheduling.
9. Test results shall be available within one (1) working day from the time the tests were taken for all tests but Tests No. 8, 9, and 10. Test results shall be available within three (3) working days from the time the tests were taken for Test No. 8 and Test No. 9. Test results for Test No. 10 shall be available on the dates the cylinders are broken.
10. Failure to comply with the above specified time limits for test results shall be grounds for termination of the contract and/or may result in a 20% reduction in payment for the tests due to late notification of the results.

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

11. The above costs are all inclusive. It shall include all costs for labor, equipment, travel, per diem, freight, tax, etc. No other costs will be considered or allowed. The price bid for each test shall include the cost associated with providing documentation to the County. The cost for each test shall also include the cost of sample retrieval as may be required.
12. The unit price of each test is the net to the County, exclusive of Federal Excise tax and inclusive of the current California State and local sales & use tax rates and all delivery charges.
13. The Consultant guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the County.
14. The Consultant's laboratory shall meet the latest requirements, as applicable, of ASTM Designation D3666, "Evaluation of Inspection and testing Agencies for Bituminous Paving Materials", E329, "Recommended Practice for Inspection and testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", and C1077, "Testing Concrete and Concrete Aggregates for use in Construction and Criteria for Laboratory Evaluation".
15. In the fields other than those covered by the ASTM and/or Caltrans standards, the Consultant's laboratory shall accept only those assignments from the County, which it is able to perform competently.
16. Upon completion of a project, a California licensed Civil or Geotechnical Engineer who is employed by the material-testing agency shall complete a "Materials Certificate". Said Engineer shall certify that all testing procedures were performed in conformance with the applicable standards and/or methods for that test. And that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work were in conformity with the approved plans and specifications.
17. If any laboratory work is to be subcontracted, the Consultant shall notify the County. In addition, subcontractor's laboratory shall meet the same requirements as the Consultant's laboratory.
18. Location of Project: The project's services shall be provided at various locations within Stanislaus County. Testing personnel shall report to the County Project Manager/Inspector assigned to the specific project.
19. General Terms: The Consultant shall provide services for Material Testing for a period of three years beginning October 21, 2012. The proposed agreement may be extended for an additional two year term upon mutual agreement between the Consultant and the County Public Works department.

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

20. **Coordination:** The County will require a cost proposal to be submitted by the Consultant for every project. Once the cost proposal is reviewed and accepted by the County, a purchase order will be created for each project requiring testing services.

The Testing Firm shall coordinate testing services with the County Project Manager/Inspector and other County personnel as required. Consultants personnel shall report to the Project Manager/Inspector prior to performing an assigned test or when arriving on site to perform scheduled work.

Unless otherwise approved by the County Project Manger/Inspector, hours and work days of testing shall conform to each individual project's plans, specifications, and special provisions requirements.

The Testing Firm shall provide all necessary tools & equipment necessary for testing.

21. **Reporting Requirements:**
Daily report forms shall be agreed upon by Consultant and County Personnel. As a minimum, daily report forms shall contain the following information:
Project Name (as stated on Project Plans),
date of site visit,
time arrived on site and time of departure,
a brief explanation of testing performed including locations,
name of County Representative scheduling the site visit,
name of Consultants personnel performing tests,
and any comments on observations made that may be pertinent to Consultants scope of work.

Please submit a sample Daily Report with the RFP response.

Testing Reports shall clearly indicate whether the test met the required result. If testing does not meet the requirements of the Plans and Specifications, any required retests shall be clearly marked on the testing reports as a retest of the previously failing test.

Daily Report forms will be given to County Representative at each visit. If testing results are not known at the completion of visit, Consultant may update the Daily Report when testing results are known. Per #9 above.

At the completion of a project, Consultant shall submit a Summary of Testing and a Summary of Relative Compaction. The required information on the Summaries shall meet the minimums on Cal Trans forms CEM-3701 and CEM-3702. The Summaries shall be submitted with a "Materials Certificate" in #16 (above).

22. **Prevailing Wages:** All services performed under the final agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests.

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

Work on the Job Site must comply with Labor Code 1727 and 1770-1815 and 8 CA Code of regulations 16000 et seq.

The general prevailing wage rates determined by the Director of Industrial relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page located at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

The Consultant shall post a copy of the prevailing wage rates so they are readily accessible by all employees.

The Consultant and all Sub-consultants shall comply with the provisions of Section 1776 of the California labor Code, regarding payroll records. Compliance with said Section 1776 shall be the Consultants responsibility.

The Consultant shall comply with the provisions of labor Code Section 1775.

The Consultant may pay compensation to workers in excess of the prevailing wage rate as determined above, however, such payments shall not be the basis for any claim for additional compensation to the Consultant by the County.

The submittal of certified payroll records from the Consultant will be required. The payroll records shall be on a form and at a frequency as required by the County Public Works Director and the State Labor Code. Depending on project funding source, payrolls may have to be submitted directly to the Department of Industrial Relations. Failure to provide the records when requested will result in the applicable penalties being levied to effectuate strict compliance.

23. Compensation: Consultant will be compensated on a time and materials basis, based on the rates for specific tests as specified in the approved Consultant's Cost Proposal. Billable time begins at the project site and no travel time will be reimbursed to the Consultant. The specified rates shall include direct salary costs, employee benefits, and overhead.

If the project fails any tests or inspections, retests or reinspections may be required. Retests and reinspections will be billed at the same rates as described above. Retests shall be marked on reports and invoices to help facilitate back charging to the contractor, if allowed by the project contract.

24. Invoicing & Payment: The Consultant shall submit detailed invoices to the County Project Manager/Inspector on a monthly basis. Billings shall include a spreadsheet style listing showing project name, test performed, date performed, personnel or technician performing said test, County Project Manager/Inspector ordering the test, cost per unit and miles and mileage reimbursement. The spreadsheet shall reflect summations of each pertinent category with billing totals, such as (cost per test) x (Number of Tests) + (mileage x

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

mileage rate) = cost per deployment for that day with all items totaled at the bottom of the sheet.

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

E X H I B I T # 1

**STANISLAUS COUNTY PUBLIC WORKS QUALITY ASSURANCE
PROGRAM**



QUALITY ASSURANCE PROGRAM (QAP) County of Stanislaus

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequently if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The County will use their own materials laboratory or a private consultant materials laboratory to perform AT on Federal-aid and all other public works projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.



3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the Cal Trans Methods or a nationally recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies shall be in accordance with the contract specifications. If not so specified in the contract specifications, samples may be taken at the locations and frequencies as shown in **-Attachment #1 (Appendix A, "Acceptance Sampling and Testing Frequencies)**

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the County's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP may be performed on every type of materials test required for the project. Proficiency tests may be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the County. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day



insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" see **Attachment #6** to the County, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in **Attachment #3 (Appendix B)**. All certificates of compliance shall conform to the requirements of the contract specifications, for examples see **Attachment #4 (Appendix C)**

Should the County request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The County shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the County's construction records. The Resident Engineer in charge of the construction function for the County shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See **Attachment # 5 for an example (Appendix D)**

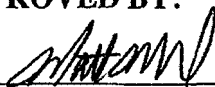
RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. For a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.

When two or more projects are being furnished with identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:



Matt Machado, Director
Stanislaus County Public Works

4/11/12
Date

50093 6/30/12
(CE# and Expiration Date)



Appendix A - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Portland Cement Concrete

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash (Sampling only)	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 100 or 500 cu. yd. of PCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.



Appendix A (continued)

Portland Cement Concrete

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	Perform slump testing at a minimum of one test per 100 cu. yd. for Structural Concrete. One test per 500 cu. yd.. otherwise.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	When utilizing a mix design with air entraining admixture, perform test at a minimum of one test per 100 cu. yd. for Structural Concrete.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Perform slump testing at a minimum of one test per 100 cu. yd. for Structural Concrete. One test per 500 cu. yd.. otherwise	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least four concrete cylinders per project. Test for compressive strength at least once for each 100 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 150 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading



Appendix A (continued)

Soils and Aggregate

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No.4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).



Appendix A (continued)

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	One random location for every 2,500 sq. ft.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	One random location for every 2,500 sq. ft.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt plant.	CT 125 ASTM D979 AASHTO T168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt plant.	ASTM D92, D117 AASHTO T48	This test determines the flash point of the Asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D2872, D92 CT 346 AASHTO T240 & T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.



Appendix A (continued)

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F(Centistoke).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D140, D979 CT 125 AASHTO T40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.



Appendix A (continued)

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D88 AASHTO T72	This test determines the Saybolt- Furoi viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete)

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense- graded or non-absorptive.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.



Appendix A (continued)

Hot Mix Asphalt (Asphalt Concrete)

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).
Slurry Seals (Testing & Calibration)		Calibrate all trucks to be used on project prior to project start.	CT 109	Calibration of Slurry Trucks



Appendix A (continued)

Steel

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for prestressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.



Appendix B - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.



Appendix C.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
MR-0543 (REV. 5/93) WCT-7541-6020-2

PRECAST CONCRETE PRODUCTS OR SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:		
CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>	
TYPE <u>II MODIFIED</u>		
CHEMICAL ADMIXTURE		
1. BRAND <u>ABC ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>	
TYPE <u>WATER REDUCER</u>		
2. BRAND	MANUFACTURER	
TYPE		
<input type="checkbox"/> CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED		
MINERAL ADMIXTURE		
MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>	
<input type="checkbox"/> CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED		
DELIVERY DATE (Ready Mix) <u>7/7/07</u>	DATES OF FABRICATION (Precast)	

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and in. h. of pipe, etc., delivery slip numbers for ready-mix)

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS
A.E.B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE
Joe Anderson

FD 90 1839

Original to Res. Engr. Retain Duplicate.

OSP 01 55624



Appendix C.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement.

Supplied by ABC Cement Company complies with all
requirements for Type II Portland Cement when tested in
accordance with ASTM C - 494.

Local Agency Project No.
HP21L - 5055 - 111

Albert Howakowa
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07 .



**Appendix D - Examples of Materials Certificates/Exceptions
(Signed by the Resident Engineer at the Completion of the Project)**

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling

and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

7/7/07
(Date)

Note: The signed original of this certificate is placed in the Resident Engineer’s project files and one copy is mailed to the DLAE and filed under “Report of Expenditures.”

See the attachment (next page)



Appendix D (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract Compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

July 4, 2007
Date



**SAMPLE COVER MEMO
SOURCE INSPECTION REQUEST
FROM LOCAL AGENCY to
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER
(Prepared By Applicant On Applicant Letterhead)**

To: (name)
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(district office address)

Date:

Federal-aid Project Number: (if one has been assigned)

Project Description:

Project Location:

Subject: (*Source Inspection for Project Name, County*)

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection: _____

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection")

Any question you might have about the above materials should be directed to: _____, at (phone #) _____

Approved:

(Applicant Representative Name)

District Local Assistance Engineer

(Title)

(Date)

(Local agency, name & address)

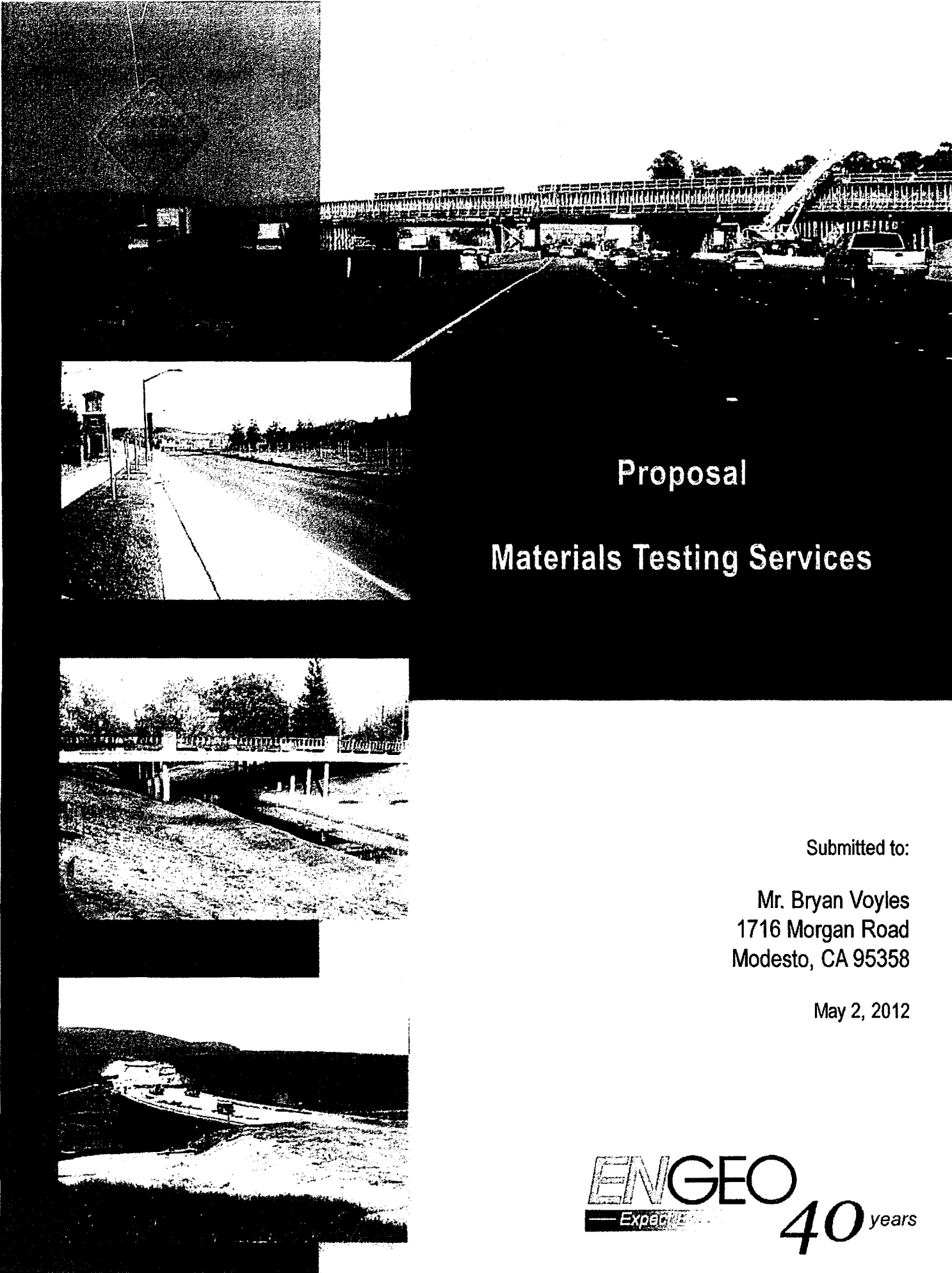
**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

E X H I B I T # 2

**STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES
MASTER AGREEMENT**

EXHIBIT B
Master Agreement

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL



Proposal

Materials Testing Services

Submitted to:

Mr. Bryan Voyles
1716 Morgan Road
Modesto, CA 95358

May 2, 2012



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Project No.
P2012.000.210

May 2, 2012

Mr. Bryan Voyles
Stanislaus County
Public Works Department
1716 Morgan Road
Modesto, CA 95358

Subject: Proposal for Materials Testing and Inspection Services
Stanislaus County, California

COVER LETTER

Dear Mr. Voyles:

The professionals at ENGEO are pleased to submit our proposal to perform materials testing and construction inspection services for Stanislaus County. We have provided "as needed" material testing and special inspection through on-call contracts to dozens of municipalities. The ENGEO team offers the following strengths and advantages to the County:

1. ENGEO is committed to the community and to the needs of the County.
2. We have a thorough understanding and familiarity with all local building codes and with the latest in state and national trends. Our representatives receive unparalleled training and mentoring. They actively participate in continuous improvement programs and we offer our representatives opportunities for enhanced training in areas complementary to their skill sets.
3. All field representatives and engineers assigned to the County's projects will be based in our offices in Ripon or Patterson and laboratory in Manteca and several of our personnel live in and around the community. Response time to meetings and your projects will be prompt and emergencies can be handled without delay.

We respectfully request the following changes to the county's Professional Services Master Agreement:

Indemnification:

Strike: pertain to, or relate to, directly or indirectly in whole or in part, the alleged

Reason: ENGEO requires that our indemnity pertain to our actual negligence only. This avoids excessive legal costs in defense of claims that do not relate to our work.

Strike: Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

Stanislaus County
Materials Testing Services

Project No. P2012.000.210
May 2, 2012
Page 2

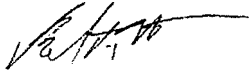
Replace with: Consultant's aggregate liability hereunder shall be limited by County to \$1,000,000 regardless of the legal theory under which such liability is imposed.

Reason: ENGEO cannot accept unlimited liability in projects. We are a well-established, reputable engineering firm and we stand behind our work. Our insurance policies protect the Client and guarantee claim payment up to the limits of the policy. Unlimited liability puts ENGEO's entire existence at risk and we are unable to accept that risk. The limitation cap and insurance coverage amount for our PL are certainly negotiable.

We are committed to providing the resources and personnel for the highest quality of materials testing and construction inspections services to Stanislaus County. With our current work load, we can manage the County's projects comfortably and with priority.

Sincerely,

ENGEO Incorporated



Joe Tootle, GE
Principal

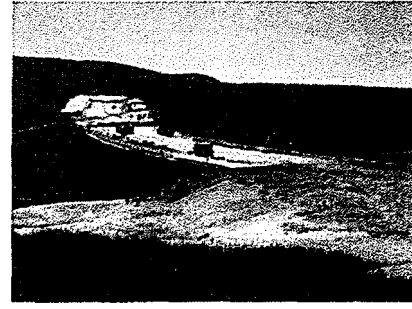
BACKGROUND

Company Overview

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

ENGEO serves projects in transportation, infrastructure, water resources, geologic hazards, flood control, critical facilities, and residential and mixed-use communities. We assist in every phase of project development from the due diligence for land acquisition and planning through entitlement, permitting, construction and project build-out. We provide a wide variety of testing and inspection services, including those items listed within the RFP and beyond.

We also offer local support for this contract from our offices in Ripon and Patterson and laboratory facility in Manteca.



Core Services

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

San Joaquin County

580 N. Wilma Ave, Suite A
Ripon, CA 95366
(209) 835-0610

Stanislaus County

9161 Morton Davis Dr.
Patterson, CA 95363
(209) 684-7602

Laboratory

11563 E. Palm Ave.
Manteca, CA 95337
(209) 835-0610

Awards

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

CalGeo Outstanding Project of the Year Award

- 2010 Pacific Cannery Lofts, Oakland
- 2009 Trestle Glen Transit-Oriented Development, Colma

ASCE, San Francisco, Outstanding Project of the Year Award

- 2009 Trestle Glen Transit-Oriented Development, Colma

ASCE Sustainable Project of the Year Award

- 2009 Miners Ravine Off-Channel Detention Basin, Roseville

ACEC Engineering Excellence Merit Award

- 2009 Miners Ravine Off-Channel Detention Basin, Roseville

CELSOC Engineering Excellence Merit Award

- 2008 MSE Retaining Wall Design at Hunters Point Naval Shipyard
- 2007 Arroyo Crossings Quarry Redevelopment, Livermore
- 2006 Main Branch Alamo Creek Restoration, San Ramon

Public Agency Experience

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

- County of Merced, *Geotechnical Engineering*
- City of Livermore, *Geotechnical Engineering and Materials Testing*
- City of Brentwood, *Materials Testing, Special Inspection, Geotechnical Testing and Observation*
- Sacramento County Water Agency, *Construction Management Support Services*
- City of Roseville, *Materials Testing and Stormwater Monitoring*
- City of Concord, *Materials Testing*
- City of Oakley, *Materials Testing*
- Reclamation District 2062, *Geotechnical Engineering, Construction Management, Materials Testing*
- City of San Ramon, *Geotechnical Engineering and Materials Testing*
- City and County of San Francisco, *Materials Testing and Special Inspection Services*
- City College of San Francisco, *Special Inspection and Materials Testing*
- City of Pittsburg, *Construction Testing and Observation, Geotechnical Engineering*
- City of Pleasanton, *Geotechnical Consulting and Materials Testing*
- City of Rio Vista, *Geotechnical, Materials Testing and Special Inspection for City Infrastructure*
- Diablo Water District, *Geotechnical Engineering Services, Materials Testing, Special Inspection*
- City of Campbell, *Special Inspection*
- City of Sacramento, *Professional Services*
- City of West Sacramento, *Materials Testing Services*

Commitment to Client Service

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

Financial Responsibility

ENGEO is financially stable and operates with no debt. We have been in business since 1971 and have grown steadily and carefully, in a controlled manner. ENGEO has a perfect credit record and can supply an excellent reference from our long-time banking institution. ENGEO enjoys a Best's insurance rating of A++XV. We are currently working on individual projects with total billings to ENGEO in excess of \$10 Million. ENGEO is an employee-owned firm. We offer our employees a comprehensive benefits package that includes 401K, health insurance, dental insurance, vision insurance, life insurance and incentive programs.

Rapid Response

Our rapid response capabilities are not only at the very heart of our commitment to client service, they represent the core of ENGEO's culture. We guarantee to address a client's scheduled request with 24 hours' notice, but continuously aim to exceed this expectation. The goal of our Project Manager, Construction Services Manager or resident inspector is to integrate fully with the construction process on a level that will enable us to anticipate necessary testing and inspection services before those requests are formally received. Our personnel are trained and encouraged to interact with all members of the project team, offering suggestions and resolving coordination and production issues.

Innovative Approach to Construction Services

At ENGEO, we understand the importance of available, dedicated personnel. Unlike typical materials testing and construction inspection agencies which feature a system whereby various inspectors are dispatched from a stable of personnel to provide service to several different projects, ENGEO prefers to assign field personnel within the geographic regions they serve for the entire duration of a project. As a result, a single project is serviced by the same group of field representatives, each of whom remains acquainted with the project plans and construction team. Our long standing record of this practice proves that it translates into practical and economical efficiencies.

ENGEO has also developed a unique concept in the testing and inspection industry - the Construction Services Manager (CSM) role. It is particularly advantageous in a Quality Assurance (QA) capacity, since our services are designed to supplement the full time resident CM/QA inspector on the project. For your projects, a CSM will be assigned as your single point of contact to oversee our field operations and provide day to day project management. CSMs provide a vital link between field and office operations while minimizing costs, enabling a higher level of accurate project management and budget controls.

QA/QC Procedure for Reporting and Deliverables

ENGEO was a green company before it was vogue, and has been tracking projects and producing electronic special inspection deliverables for over a decade. Each of our special inspectors has a laptop with wireless internet connection and a printer mounted in their vehicle.



Daily field reports for special inspections are produced on their laptops and uploaded to our servers and a hard copy typically printed and left on site as required. DFRs are reviewed by the PM or CSM on a daily basis. Field reports can be distributed electronically as requested by the client to any distribution on a daily, weekly or monthly basis as desired. Reports are uniquely named so they sort automatically in chronological order and the reported task(s) distinguished.

Reports featuring non-compliance conditions are marked for easy identification by placing "XXX" in the file name at the end of the report. Non-compliance conditions are tracked by spreadsheet. The master project non-compliance spreadsheet notes the report date, the specific non-compliant issue, the subcontractor or consultant responsible for resolution, and the date of resolution.

With our recently in-house developed web-based database system, EPICENTER, our field representatives now record field test results and daily field reports in real-time through smartphones, tablets, and laptops. With EPICENTER, field representatives have instant access to lab test results, and field tests and reports

can be reviewed by project managers remotely before our field representatives leave the project. This innovative technology allows our field, lab and project management staff to provide unprecedented response and quality control to your project.

Many of our clients request that only the "active" outstanding portion of this spreadsheet be issued on a weekly basis to all contractors, subs, engineers, etc. so that none of the outstanding non-compliant conditions can be inadvertently forgotten. Laboratory test reports and related deliverables are also as readily available and distributed as requested by our clients in electronic or hard copy form.

Quality Assurance/Quality Control

ENGEO takes Quality Control seriously. The most important ways we work to this goal on our projects are through our internal quality assurance program and our knowledge of applicable codes and building standards.

Samples delivered to our laboratories are logged, tested, and the results are submitted to the laboratory manager for review before being submitted to the project engineer for final approval. Test results are produced by the use of various computer programs that process the test data collected in the lab. The test data is recorded on written form and then uploaded to EPICENTER.

Laboratory equipment is calibrated on an annual basis and after repairs and new purchases, utilizing an outside calibration service. Quality assurance programs such as AMRL and CCRL are utilized for laboratory control and quality assurance. Daily field reports, laboratory results and all final reports are reviewed by appropriate senior professionals.

We are aware of all the applicable testing and sampling codes and procedures and follow them when performing materials testing services. We have ICC and ACI certified representatives who sample concrete. We routinely team with firms that have complementary services as needed, utilizing certified representatives who inspect and test welds non-destructively in the field and in the shop. We follow ASTM, AMRL and Caltrans standards when sampling and performing our laboratory testing.

Cost Control

ENGEO has a solid record of controlling costs for our clients. We utilize the Deltek Vision accounting software that allows us to monitor, modify, and extract necessary cost information from the web-based software. Through our internal Project Manager training course, we teach our project managers proper planning, budgeting, and communication techniques that benefit our clients. We respond quickly and effectively to your billing questions. Time and expenses are entered daily into the Deltek Financial Management System for real time reporting of project contract and financial information. Electronic project status reports are distributed to Project Managers weekly for close monitoring of project budgets and control.

ENGEO takes quality seriously throughout all aspects of our services. Our management team develops cost estimates for multi-disciplined projects, including geotechnical exploration, earthwork observation and testing, laboratory materials testing services. Whenever possible, we perform interviews and discuss schedules with all other team members in an effort to provide reasonably accurate schedules and budgets at the onset of construction. ENGEO is committed to meeting schedules. We use internal scheduling software among our entire team to track milestones and due dates allowing us to consistently meet or beat our schedules.

SERVICES AND HISTORY

Services

List of General Services

Geotechnical Engineering

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

Testing & Inspection

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

Geology

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

Environmental Engineering

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

Water Resources

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

CM/PM

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

Additional Services

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

Laboratory Services

Soil and Rock

- Permeability, constant head, ASTM D2434
- Permeability, falling head, ASTM D5084, CT 220
- Sample Description, ASTM D2488
- Moisture Only, ASTM D2216
- Moisture Content & Unit Weight, ASTM D2216, D2937
- Moisture Content & Unit Weight w/Description, ASTM D2216, D2937, D488
- Liquid Limit, ASTM D4318
- Plastic Limit, ASTM D4318
- Plasticity Index, ASTM D431
- ASTM Swell Test A, ASTM D4546
- ASTM Swell Test B, ASTM D4546
- UBC Swell Index, ASTM D1883
- Wet Sieve (#200 only), ASTM D1140
- Sieve Analysis (#4-#200), ASTM D422 CT 202
- Sieve (3" - #4), ASTM D422
- Hydrometer Analysis, ASTM D4221
- Gradation-#4-#200 w/Hydrometer, ASTM D422, D1140
- Unconfined Compression, ASTM D2166
- Direct Shear – UU, Quick, ASTM D3080
- Direct Shear – CD, Slow, ASTM D308
- Direct Shear – CD, Residual, ASTM D3080
- Triaxial Compression – UU, ASTM D2850
- Triaxial Compression – CU, ASTM D4767
- Triaxial Compression – CD
- Consolidation – Incremental Loading, ASTM D2435
- Consolidation – Continuous Loading (p-e, Cv and Cc plots), ASTM D2435
- Specific Gravity, ASTM D854
- Sand Equivalent, CT 217
- R-Value, ASTM D2844, CT 301
- Compaction, ASTM D1557, Method A-D
- Compaction – Cal Impact-216
- Sample Remolding
- Special Testing
- pH, ASTM D4972
- Durability Index CT 229
- Organic Impurities, ASTM C40
- Clay Lumps and Friable Particles, ASTM C142
- Percent Flat or Elongated Particles
- Percent Crushed Particles, CT 205
- Cleanness Value, CT 227
- Sulfates in Soils, CT 417

Fireproofing

- Oven Dry Density, Fireproofing

Concrete

- Compression Test, ASTM C39
- Unit Weight of lightweight concrete cylinders
- Compression Test, 2" –4" –6" Cores, ASTM C42
- Core Trimming, In Laboratory
- Flexure Test, 6"x 6" beams, ASTM C78
- Splitting Tensile, 6"x 12" cylinders, ASTM C496
- Slab Moisture Determination Test (Vapor Emission Test Kit)
- Laboratory Trial Batch, ASTM C192
- Length Change, ASTM C157
- Compression, Shotcrete Panel ASTM C42

Concrete Block

- Moisture Content as Received, Absorption
- Compression, ASTM C140
- Shrinkage, Modified British, ASTM C426
- Compression, 4"-6"-8" Cores, ASTM C42

Masonry Prisms

- Compression Test, Grouted Prisms, ASTM C140
- Trimming Grouted Prisms
- Masonry Core Shear Test (CBC Title 24)

Mortar & Grout

- Compression, 2"-4" Mortar Cylinder, ASTM C39
- Compression, 3"-6" Grout Prisms, ASTM C39
- Compression Test 2" Cubes, ASTM C109

Reinforcing Steel

- Tensile Test #3 to #8
- Tensile Test #9 to #10
- Tensile Test #11
- Tensile Test #14 to #18

Asphaltic Concrete

- Stability Test, Pre-mixed, CT 366
- Stability Test, Lab-mixed, CT 366
- Maximum Density, Pre-mixed, CT 308, ASTM D1188
- Maximum Density, Lab-mixed, CT 308, ASTM D1188
- Maximum theoretical unit weight (Rice Gravity) ASTM D2041
- Extraction by Ignition Oven, CT 382
- Extraction by Centrifuge
- Asphalt Core Density ASTM D1188

Additional Tests Available upon Request

Field Services

MATERIALS TESTING AND OBSERVATION

- Mass Grading
- Remedial Grading
- Trench Backfill
- Roadway Improvements
- Abutment and Approach Fill Placement
- Retaining Wall Footing and Backfill
- Drainage Installation
- Reinforced Fill
- Chemically Treated Soils

SPECIAL INSPECTIONS

- Reinforced Concrete
- Masonry
- Structural Steel
- Web Trusses and Girders
- Shotcrete
- Drilled Anchors, Dowels and Expansion Bolts
- Adhered Veneer and Tile
- Fireproofing
- Roofing



HISTORY

ENGEO has provided services on a number of on-call, transportation-related contracts throughout the years and has completed many projects in the surrounding areas, as detailed below.

Select Project Experience

City of Oakley On-Call Testing—Oakley, CA

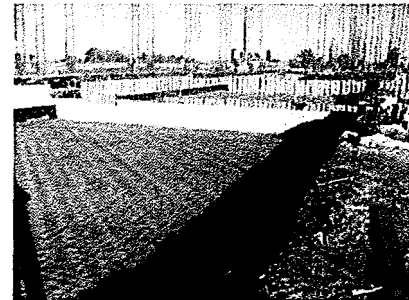
ENGEO currently provides on-call materials testing and special inspection services for the City of Oakley. The projects completed for the City consist of several miles of infrastructure rehabilitation including pavement and right-of-way improvements within the city.

- O'Hara Avenue Pavement Rehabilitation CIP No. 14
- Sidewalk Gap Closure Project, CIP No. 13
- Vintage Parkway Underpass Erosion
- O'Hara Avenue Widening, CIP No. 96
- Main Street CIP No. 101-006
- Cypress and O'Hara CIP No. 91-005
- Fuchsia Way, Montague Avenue and Wildcat Way

On-Call Materials Testing Services—City of Brentwood, CA

ENGEO provided on-call materials testing services from 2004-2008. Our team of inspectors and field representatives provided service on various projects including:

- Streets of Brentwood, Sand Creek Road at Highway 4 Bypass
- Lift Station L-4, CIP 592-59080 – testing and observation services during utility trench backfill
- 100 Chestnut Street Parking Lot – testing and observation services during parking lot subgrade, aggregate base and asphalt compaction.
- Downtown Infrastructure Improvements – engineering consultation and testing and observation services during sewer, storm, and water trench backfill and roadway construction
- Brentwood City Hall, Community Center and Parking Structure
- City Of Brentwood- Downtown Civic Center Exploration



City of Ceres Pavement Overlay—Ceres, CA

ENGEO was selected by the City of Ceres to perform field and laboratory materials testing services for a previously completed American Recovery & Reinvestment Act (ARRA) pavement overlay project. ENGEO successfully worked with the City's staff to prepare a post-construction Independent Assurance Sampling and Testing (IAST) plan in general conformance with the City's Quality Assurance Plan (QAP) and Caltrans Local Assistance Program Manual. ENGEO was able to complete our testing and analysis for the project under budget. The American Recovery and Reinvestment Act project included several miles of pavement rehabilitation within the City of Ceres.

North Rehabilitation Project—Ripon, CA

ENGEO provided construction testing and observation services for this project. Our scope of services included earthwork testing and observation, and laboratory and field testing of pavement subgrade,

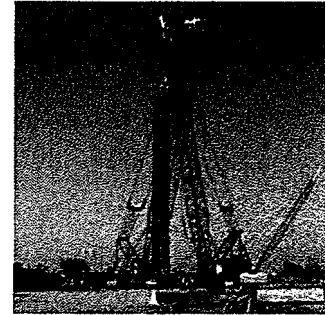
aggregate base (AB), and asphaltic concrete (AC). The project comprises pavement repairs, chip sealing, and/or a pavement overlay along East Main Street, Manley Road and East Milgeo Road.

South Rehabilitation Resurfacing Project—Ripon, CA

ENGEO provided construction testing and observation services during the South Rehabilitation Resurfacing Project. ENGEO's scope of services included laboratory and field testing of trench backfill and asphaltic concrete (AC). The project consists of pavement rehabilitation and reconstruction along North Wilma Avenue, Wilma Court, Manley Avenue and Milgeo Drive.

Bradshaw's Crossing Bridge—Lathrop, CA

ENGEO is currently providing material testing and observation services, special inspection services, construction management, cast-in-drilled-hole pile acceptance testing, geotechnical engineering, geotechnical foundation observation, and SWPPP inspections for the vehicular bridge spanning the San Joaquin River. The project consists of two 3 post-tensioned cast-in-place spans, supported by cast-in-drilled-hole piers, and concrete abutments with cast-in-drilled-hole piers.



On-Call Materials Testing—City of Pittsburg, CA

Under our current on-call contract with the City, ENGEO has provided testing and observation services for several projects that are part of the City's Downtown Improvements. These improvements typically include underground utility installation, roadway and parking lot construction, and providing as needed engineering consultation. In addition, we provided environmental testing that included asbestos and lead content in buildings and facilities demolished by the City. Projects have included:

- Marina Promenade
- Enean Theatre Project
- 2009 Prop. 1B Paving Project
- The Downtown Water Sewer and Storm Drain Project
- West 10th Street Rehabilitation Project
- Cumberland UDA Project
- Downtown Utility Underground Project
- Gateway On-Site Improvements Project
- John S. Bryant Park
- 1044 Cumberland Ave. Asbestos Containing Material and Lead Based Paint Survey
- West Boulevard Asbestos Containing Material and Lead Based Paint Survey

On-Call Geotechnical Engineering and Materials Testing Services—City of Livermore, CA

ENGEO is currently providing on-call, as-needed geotechnical engineering and construction quality control services for various capital improvement projects for the City of Livermore. To date, we have performed services on 42 different projects in the last 3 years. Projects include roadway widening and reconstruction, underground construction, improvements at the water treatment plant, and city improvements at residential tracts. Projects have included:

- Isabel Avenue/I-580 Interchange, Livermore, CA
- 2009, 2010, 2011 Slurry Seal Project
- Downtown Pedestrian Transit Path



- Water Reclamation Plant Filter Improvements
- Federal Economic Stimulus Roadway Improvements Project
- North Livermore Water Line
- Tract 7779 - Underground and Roadway Construction
- Tract 7610 - Underground and Roadway Construction
- Tract 7428 - Underground and Roadway Construction
- 2009 Roadway Overlay
- First St, Holmes St and Vallecitos Rd Rehabilitation
- Traffic Signal at Vasco Rd
- Vallecitos Rd & Vineyard Av Roadway Widening Geotechnical Exploration
- Water Reclamation Plant Parking Improvements
- Livermore Water Reclamation Plant Laboratory Building

I580 / Isabel Avenue Interchange—City of Livermore, CA

Under separate contract, ENGE0 is providing on-call as-needed quality control services during earthwork and special inspection services during the placement of 200,000 cubic yards of engineered fill for the I-580 and Isabel Avenue Interchange. Our services have included earthwork testing and observations, asphalt concrete quality assurance testing, Special Inspections during post-tensioned cast-in-place bridge construction, SWPPP inspections, and pile driving observations.



El Charro Specific Plan Infrastructure—City of Livermore, CA

The El Charro Specific Plan includes approximately 1.5 million square feet of retail development constructed near the western limits of the City of Livermore. In support of the development, the project includes an extension of Jack London Boulevard, widening of El Charro Road, interchange improvements, and construction of several new interior streets. The project also includes construction of all necessary utilities, a new vehicle bridge on Jack London Boulevard, and several control structures within the on-site detention basins. ENGE0 is performing earthwork testing and special inspections on behalf of the City of Livermore during construction of all the infrastructure improvements within the City right-of-way.

Dougherty Road Bridges—San Ramon, CA

ENGE0 prepared a foundation exploration for the crossings of Alamo Creek at the southern end of Gale Ranch, Phase IV. The bridge crossings have two bents with an 80-135-80-foot span arrangement creating a total length of about 295 feet. At the bents, the bridge is supported on 5-foot-diameter columns. Both bridges contain three lanes in each direction. We provided recommendations for pile foundations, testing and observation and pre-construction special inspection services for the bridges, including concrete batch testing, testing of the mix design and rebar welded hoop samples.

Concannon Boulevard Bridge Replacement—Livermore, CA

ENGE0 provided a geotechnical evaluation and testing and observation with special inspection services during construction of the bridge replacement. The previous crossing consisted of a series of culverts beneath the existing roadway. The replacement structure is a three-span bridge, approximately 100 feet in length.



On-Call Materials Testing and Geotechnical Consulting—City of Pleasanton, CA

ENGEO has provided testing services for several asphalt concrete paving jobs in accordance with the City of Pleasanton's Quality Assurance Plan under our current on-call contract with the City. ENGEO has also provided special inspection and materials testing services for the following public improvements projects:

Foothill Road Widening and Retaining Wall Project – CIP 005015

ENGEO provided pavement recommendations, construction observation and materials testing during earthwork and special inspection services related to reinforced concrete and structural masonry for this roadway widening project. Our scope of services consisted of drilling four shallow test borings in order to measure the existing pavement at four locations and sample the underlying subgrade soils in order to provide pavement thickness design alternatives. Samples collected were tested for in-situ moisture content, plasticity index, as well as R-Value tests performed on composite subgrade samples. We performed density testing during subgrade preparation and placement of aggregate base, and observed placement during paving and performed field and laboratory testing on the asphalt-concrete (AC) to assess material compliance.

ENGEO also provided a retaining wall design for the project, concrete mix design review and special inspection and materials testing during construction. Our ICC field representatives performed batch plant inspection, observation of reinforcing steel placement, concrete sampling and testing, prepared test cylinders and transported the samples to our laboratory for curing and compression testing. We also provided ICC certified field representatives to observe structural masonry construction, sampled the mortar and grout for compressive strength testing.

Ruby Hill Pump Station 16" Water Line – CIP 041014

ENGEO provided testing and observation services for the City of Pleasanton during installation of a new 16 inch water line, approximately 1,500 feet long. Our scope of services included testing and observation services during backfill operations, including observation of trench backfill and performing relative compaction tests as necessary.

Iron Horse Trail Improvements

This improvement project included a bicycle/walking trail, drainage facilities and landscape improvements. The area consists of a strip of land that is $\pm 2,350$ feet long and 100 feet wide. ENGEO collected soil samples and performed environmental testing to determine if the soil had been adversely impacted as a result of its past use as a railroad right-of-way. Timing was critical to the City as the start of construction was imminent and potential hazards to construction workers had to be determined. The site was deemed clean due to ENGEO's prompt sampling, testing and response.

On-Call Special Inspection and Materials Testing Services, City and County of San Francisco Department of Public Works

ENGEO has provided services through an on-call contract with the City and County of San Francisco since 2001, providing special inspection and materials testing services for capital improvement projects including public facilities, bridges and roadway projects. Projects have included:

- San Francisco General Hospital Seismic Upgrade, Triage Renovation Electrical Distribution Repair and Trash Compactor Replacement Projects
- Ingleside Branch Library Renovation
- Eureka Valley Branch Library Renovations
- Bernal Heights Branch Library Renovation
- Cesar Chavez Bridge Retrofit
- 4th Street Bridge seismic retrofit and rehabilitation

- Elevator Upgrade, Ton Waddell Medical Clinic
- James Rolph Clubhouse and Moscone Recreation Center and Clubhouse Renovation projects
- War Memorial Opera House Chiller Replacement Unit
- Golden Gate Park Spreckels Temple of Music Band Shell Renovation

On-Call Geotechnical Engineering Services—City of San Ramon, CA

ENGEO has provided geotechnical consulting services for the City of San Ramon since 1998, and was additionally awarded the on-call contract for special inspection and materials testing services in 2011. Our services have included pavement studies, creek evaluation and erosion repair studies and geologic hazard abatement projects. Projects have included:

- Memorial Park (formerly Alta Mesa Park)
- Bent Creek Open Space Bicycle Trail
- Cree Court
- Old Ranch Road
- Pavement Seepage Study

4th Street Bridge—San Francisco, CA

ENGEO provided special inspection and materials testing services for the Seismic Retrofit and Rehabilitation of the 4th Street Bridge in San Francisco. Our services included Welding/Steel Inspection for piles, the lift span retrofit, the trunnion, counterweight and the false counterweight; coating inspection for the lift span retrofit; concrete pour inspection and testing; scuba inspection using a 3- man dive team and surveying.

On-Call Materials Testing and Geotechnical Services—City of West Sacramento, CA

ENGEO provided as-needed materials testing and geotechnical services, including:

- Otis Avenue Pavement Distress
- South Parkway Pavement Distress
- Marshall Road Pavement Distress
- Pleasant Hollow Subdivision Pavement Distress
- PSIP Pavement Coring
- Lake Washington and Southport Parkway
- Enterprise and Industrial Boulevard
- Linden Road and Arlington Oaks
- Bridgeway Lakes II

CERTIFICATIONS

Laboratory Testing

ENGEO maintains in-house soil and materials testing laboratories managed by registered civil engineers. Our laboratories are certified and accredited through the following:

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



Services for this contract would be performed out of our local Patterson and Ripon Offices and Laboratory in Manteca.

Resources

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

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

ICC – The International Code Council
ACI – The American Concrete Institute
ASTM – The American Society for Testing and Materials
ANSI – The American National Standards Institute
AASHTO – The American Association of State Highway & Transportation Officials
NICET – The National Institute for Certification in Engineering Technologies
Caltrans – California Department of Transportation

Field Representatives

The certifications for ENGEO's field representatives are presented in the graphic below. Key individuals selected for this contract are highlighted in blue. In addition to the featured team, ENGEO has a large pool of certified field representatives available to offer support for your projects in the event an "emergency" response is needed.

First Name	Last Name	Licensed Engineer	ACI Grade Level I	ICC Certifications							Nuclear Gauge Operators License	Caltrans Certified	DSA Masonry
				Soils	Reinforced Concrete	Prestressed Concrete	Structural Masonry	Fireproofing	Structural Steel and Welding	Structural Steel and Bolting			
Tim	Benton		X							X	X		
Greg	Hudson		X		X						X		
Mike	Huenergardt		X		X	X	X		X		X	X	
Kevin	Lecce		X	X							X	X	
Randy	Ludwig										X		
James "Chip"	Moore	X	X		X	X	X				X		
Randy	Mues		X		X	IT					X		
Jonathan	Parker		X		X	X	X	X	IT		X		
Rich	Rose		X		X	X	X				X		X
Ryan	Selvage										X		
Ron	Smithson		X								X		
Matt	Swanson	X	X		X	X					X		

X = Certified
IT = In Training

An organization chart and resumes for the proposed team can be found at the end of the submittal document.

ENGEO INCORPORATED

DRAFT DAILY FIELD REPORT

PROJECT NAME: [REDACTED]		DATE: Monday, April 30, 2012	PROJECT NO: [REDACTED]	
CLIENT OR OWNER: [REDACTED]		TECHNICIAN: [REDACTED]	SEQUENCE NO: 097	
GRADING CONTRACTOR: [REDACTED]			PAGE 1	OF 1
PROJECT MANAGER: [REDACTED]		FIELD MANAGER: [REDACTED]		
TIME BILLED: 4 hrs	NUMBER OF VISITS: 1	ESTIMATED LOAD COUNT: N/A	NUMBER OF TESTS: 15	
SOURCE AND DESCRIPTION OF FILL MATERIAL: Native; Silty SAND, Olive brown; Curves 7, 12 and 14				
CONTRACTORS EQUIPMENT: (1) 66" Bomag Vibratory Sheepsfoot Compactor, (1) Rammex Jumping-Jack, (1) Water Truck				

NOTES: (Describe work completed, any issues, comments and/or conversations)

As requested, I arrived on site at 7:00am to perform testing and observation for backfill placed adjacent to the interior of Bridge Abutment 1 for [REDACTED]. The contractor continued placement of loose lifts of native material (less than 8 inches in thickness) in compliance with the project specifications. Moisture was added to the stockpiled material prior to placement. The contractor applied compactive effort to the fill with a 66 inch "Bomag" vibratory compactor, and with a "Rammex" jumping-jack compactor adjacent to the structure.

I performed a total of 15 moisture/density tests in accordance with ASTM D 6938 on the abutment backfill placed today. 3 tests (test numbers 1 through 3) initially failed to meet the project specifications of 95% relative compaction with at least optimum moisture content, due to low compaction. The contractor's foreman [REDACTED] was informed of the failing areas immediately, including location, and the failing areas were addressed by the contractor prior to placement of additional fill. Additional compactive effort was applied to the affected areas. A retest was performed for each of the 3 reworked areas (test numbers 4 through 6); with the retest results for each retest meeting the project specifications. Approximately 1 hour of production time was lost due to the contractor reworking the failing areas. [REDACTED] was informed of my test results.

By the end of the day, the contractor placed approximately 4 vertical feet of engineered fill adjacent to the interior of Bridge Abutment 1; from approximate elevation 38.0' to elevation 41.0 (SG).

[REDACTED] informed me that the contractor completed fill placement operations for the day, and is expected resolve the outstanding failing test noted in the daily field report dated April 27, 2012 (adjacent to Bridge Abutment 2) tomorrow at 7:00am. I informed [REDACTED] of my conversation with [REDACTED], who requested for ENGEO to return to the site tomorrow at 7:00am, to perform testing and observation of the contractor's work.

I left the site at 11:00am.

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

Testing & Inspection services may include, but not be limited to the following items:

TEST NO.	TESTING /INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
1	HOURLY RATE FOR SOIL TECHNICIAN CALTRANS I.A. CERTIFIED WITH NUCLEAR DENSITY GAUGE.	\$120.00	Same Day
2	HOURLY RATE FOR A.C.I. FIELD TESTING TECHNICIAN- GRADE 1	\$120.00	Same Day
3	HOURLY RATE FOR ASPHALT TECHNICIAN CALTRANS I.A. CERTIFIED	\$120.00	Same Day
4	HOURLY RATE FOR I.C.B.O./A.W.S.SPECIAL INSPECTOR (CONCRETE/MASONRY/WELDING)	\$123.00	Same Day
5	FIELD COMPACTION TESTS USING CALIFORNIA 231 TEST METHOD (NUCLEAR GAGE TESTING WITH MINIMUM OF 3 NUCLEAR SHOTS PER TEST INCLUDING MOISTURE - ROAD WORK) (INCLUDED IN HOURLY RATE)	\$0.00	1
6	LABORATORY COMPACTION TEST USING CALIFORNIA 216 TEST METHOD (PART II MAX WET DENSITY & PERCENT RELATIVE COMPACTION)	\$250.00	1
7	AGGREGATE TESTING USING CALIFORNIA 202 METHOD OF TESTS FOR SIEVE ANALYSIS OF FINE AND COURSE AGGREGATES.	\$130.00	1
8	AGGREGATE TESTING USING CALIFORNIA 205 METHOD FOR DETERMINING PERCENTAGE OF CRUSHED PARTICLES.	\$125.00	1
9	SAND EQUIVALENT USING CALIFORNIA 217 TEST METHOD.	\$155.00	1
10	BULK SPECIFIC GRAVITY & DENSITY OF BITUMINOUS MIXTURES USING CALIFORNIA 308 TEST METHOD.	\$260.00	1
11	DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD USING CALIFORNIA 382 TEST METHOD.	\$175.00	1
12	RESISTANCE "R" VALUE OF TREATED AND UNTREATED BASES, SUBBASES, AND BASEMENT SOILS BY THE STABILOMETER TEST USING CALIFORNIA 301 TEST METHOD.	\$425.00	1-3 Days
13	GRAB BAG SOIL SAMPLING PICKUP (UP TO 75 POUNDS) WITHIN STANISLAUS COUNTY PER SITE (EACH).	\$111.00 /hr	Same Day
14	COMPRESSIVE STRENGTH OF MOLDED CONCRETE CYLINDERS USING CALIFORNIA 521 TEST METHOD	\$33.00 / cylinder	per break schedule

?

235
265

15	ASTM D6938-08, "STANDARD TEST METHOD FOR IN-PLACE DENSITY & WATER CONTENT OF SOIL & SOIL-AGGREGATE BY NUCLEAR METHODS". (INCLUDED IN HOURLY RATE)	\$0.00	1
16	ASTM D1557-07, "STANDARD TEST METHODS FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT".	\$310.00	1-2 Days
17	SAMPLING FRESH CONCRETE USING CALIFORNIA 539 TEST METHOD; AND MAKING HANDLING, AND STORING CONCRETE COMPRESSIVE TEST SPECIMENS IN THE FIELD USING CALIFORNIA 540 TEST METHOD. (INCLUDED IN HOURLY RATE)	\$0.00	1
18	CONCRETE CYLINDER PICKUP PER SET OF CYLINDERS WITHIN STANISLAUS COUNTY (EACH)	\$111.00 /hr	1
19	CALTRANS TEST METHOD 366, "STABILOMETER VALUE"	\$150.00	1
20	CALTRANS TEST METHOD 367, "OPTIMUM BITUMEN CONTENT"	\$750.00	2 Days
21	CALTRANS TEST METHOD 370, "MOISTURE CONTENT OF BITUMINOUS MIXTURES OR GRADED MINERALS AGGREGATES USING MICROWAVE OVENS"	\$150.00	1
22	CALTRANS TEST 375, "RELATIVE COMPACTION OF ASPHALT CONCRETE IN PLACE". (INCLUDED IN HOURLY RATE)	\$0.00	Same Day
23	CALTRANS TEST 202, "SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES"	\$130.00	1
24	ASTM D4318, "PLASTICITY INDEX"	\$180.00	1
25	ASTM D422, "SIEVE ANALYSIS OF SOIL ASTM D422"	\$130.00	1
26	CALTRANS TEST METHOD 382, "ASPHALT DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD"	\$175.00	1
27	CHEMICAL TESTING OF TREATED AND UNTREATED SOILS AND AGGREGATE BASES, ASTM TEST METHOD D. 2170, "KINEMATIC VISCOSITY", ASTM TEST METHOD 2171, "ABSOLUTE VISCOSITY"; AND ASTM D5, "PENETRATION"	\$425.00	3
28	PERCOLATION TESTING TO DETERMINE SOIL'S PERCOLATION RATE. (FOR TRENCH AND BED PERCOLATION) (BASED ON STAND-PIPE INSTALLATION METHOD)	\$1,500.00	1

195
230

ENGEO complies with all applicable local and state labor laws, including prevailing wage.

REFERENCES

Kevin Werner, City Engineer

City of Ripon
259 N. Wilma Avenue
Ripon, CA 95366
(209) 599-2108 Office
kwerner@cityofripon.org

Glenn Gebhardt, Community Development Director, City Engineer

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
(209) 941-7292 Office
ggebhardt@ci.lathrop.ca.us

Ramon Batista, Trustee

Reclamation District 2062
73 West Stewart Road
Lathrop, CA 95330
(209) 879-7900 Office
rbatista@CambayGroup.com

Robert Follenfant, Construction Inspection Manager

City of Livermore
1052 So. Livermore Avenue
Livermore, CA 94550
(925) 960-4542 Office
rcfollenfant@ci.livermore.ca.us

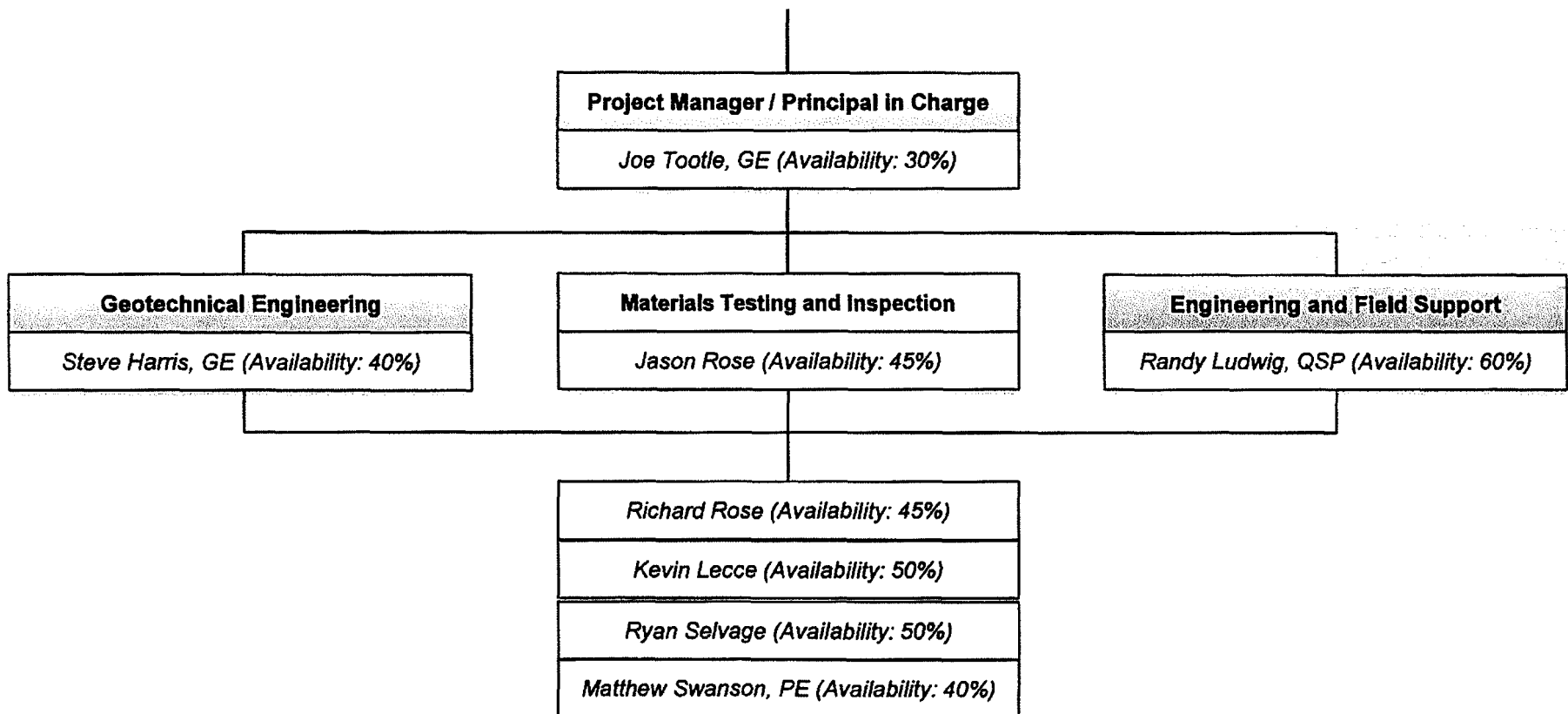
Jason Kabalin, Assistant Engineer

City of Oakley
3231 Main Street
Oakley, CA 94561
(925) 625-7040 Office
kabalin@ci.oakley.ca.us

Anthony Salam, CIP Manager

City of Brentwood
708 Third Street
Brentwood, CA 94513
(925) 516-5420 Office
asalam@ci.brentwood.ca.us

Organization Chart



**JOSEF J. TOOTLE, GE
PRINCIPAL ENGINEER**

EDUCATION

BS, Civil Engineering, San Jose State University, 1994
MS, Civil Engineering, University of California at Berkeley, 1995

EXPERIENCE

Years with ENGEO: 12
Years with Other Firms: 4

REGISTRATIONS & CERTIFICATIONS

Professional Engineer, CA, 58282
Geotechnical Engineer, CA, 2677

SPECIALIZATIONS

- Compressible Soils
- Flood Control Structures
- Grading Project Management
- Hillside Grading
- Levee Analyses

AFFILIATIONS

FMA - Floodplain Management Association

Mr. Tootle has more than 16 years of experience in Project Management, levee design, flood control structures, riparian corridor restoration, probabilistic seismic hazard analysis, large hillside grading design, pavement design, hydrologic evaluation, and development of foundation criteria. He joined ENGEO in 1999 and manages ENGEO's Central Valley Regional Office.

Mr. Tootle has been the lead geotechnical consultant on hundreds of large projects that have collectively included more than 100 million cubic yards of earth work; hundreds of miles of roadway improvements; public infrastructure, including bridges, tunnels, levees, detention basins, highways and light rail transit corridors; commercial and retail centers; community centers; public buildings, including libraries, public schools and community colleges; and police and fire stations.

For the past several years, Mr. Tootle has been a participating member of the Urban Levee Design Criteria development committee. The committee's purpose is to develop levee design criteria for Urban and Urbanizing areas that require a 200-year level of protection as defined in Senate Bill 5.

Select Project Experience

Briggsmore Avenue Pedestrian Overcrossing—Modesto, CA

Principal in Charge. Mr. Tootle provided quality control and oversight for the geotechnical exploration and foundation design recommendations for this pedestrian bridge project. ENGEO provided geotechnical exploration, mechanically stabilized earth retaining wall recommendations, and foundation design recommendations for this pedestrian bridge project. The pedestrian bridge spans over both the east- and west-bound lanes of Briggsmore Avenue and a Modesto Irrigation District irrigation canal, located in the median of Briggsmore Avenue. The planned bridge span is supported by two abutments and two bents with geogrid reinforced retaining walls supporting the approach fills. The pedestrian bridge is part of the Virginia Corridor conversion project from a railway to a park.

City of Ceres Pavement Overlay—Ceres, CA

Principal in Charge. Mr. Tootle provided quality control and oversight for the materials testing and evaluation for the project. The American Recovery and Reinvestment Act project included several miles of pavement rehabilitation within the City of Ceres. Pavement operations were completed in July 2010. ENGEO successfully prepared and implemented a post-construction Independent Assurance Sampling and Testing (IAST) plan in general conformance with the City's Quality Assurance Plan (QAP) and Caltrans Local Assistance Program in January 2011.

River Bluff Regional Park—Ceres, CA

Principal in Charge. Mr. Tootle provided quality control and oversight for the geotechnical and hydraulic evaluation for the project. The project, which is located along the Tuolumne River in Ceres, California, includes a site visit and the review of relevant documents and hydraulic evaluations in order to render a professional opinion on the cause of the collapse of a riverbank terrace.

Claribel Road Widening—Oakdale, CA

Principal Engineer. Mr. Tootle provided quality control and oversight for the geotechnical aspects of the project. The project consists of widening Claribel and Coffee Roads, signalization of the intersection with Coffee Road, replacement of the Modesto Irrigation District bridge crossing and construction of a Class I bike path along Claribel corridor. Specifically, the widening improvements extend approximately 11,600 feet (2.2 miles) along Claribel Road, from McHenry Avenue on the west to about 1,000 feet east of Oakdale Road. In addition, a portion of the project reaches approximately 1,300 feet north and south along Coffee Road.

Trails of Manteca Levee Evaluation—Manteca, CA

The Trails of Manteca Project encompasses approximately 530 acres south of Highway 120 in Manteca, CA. A Provisionally Accredited dry land levee crosses the project site and forms the southern boundary of the proposed development area.

Bradshaw's Crossing Vehicular Bridge—Lathrop, CA

Principal in Charge. Mr. Tootle provided quality control and oversight for the geotechnical exploration and development of geotechnical design recommendations for the project. The Bradshaw's Crossing Bridge consists of two 440-foot-long parallel bridge structures and spans the San Joaquin River. The 3-span bridge structures are supported by two abutments and two bents each. The cast in-drilled-hole (CIDH) supported bridge abutments are located on existing levee embankments, adjacent to the San Joaquin River, and the CIDH pile-supported bents are located in the main river channel.

The abutment levees will be improved as part of the bridge construction project, including buttressing the existing levees along the San Joaquin River and installation of land-side drainage improvements, as necessary. The levee dimensions vary from maximum levee top widths of 80 to 300 feet with side slope inclinations varying from flatter than 10:1 (horizontal:vertical) along access roads to a maximum inclination of 2:1.

STEVEN D. HARRIS, GE
ASSOCIATE ENGINEER

EDUCATION

BS, Civil Engineering, California State University, Chico, 1996

EXPERIENCE

Years with ENGEO: 9

Years with Other Firms: 7

REGISTRATIONS & CERTIFICATIONS

Professional Engineer, CA, 60007
Geotechnical Engineer, CA, 2804

SPECIALIZATIONS

- Compressible Soils
- Construction Observation
- Foundation Design
- Grading Project Management
- Hillside Grading
- Levee Analyses
- Pavement Evaluation and Design
- Seepage Evaluation
- Subgrade Stabilization

Mr. Harris has more than 16 years of experience in geotechnical consultation, project management, SWPPP and construction management services for large residential and commercial developments, transportation projects, levees, water storage facilities, and educational facilities throughout northern California.

Mr. Harris has been the lead geotechnical consultant on hundreds of projects that have collectively included millions of cubic yards of earth work; thousands of miles of roadway improvements; public infrastructure, including utilities, bridges, tunnels, levees, detention basins, water storage facilities, water conveyance systems, and highways; commercial and retail centers; large residential developments; and civic structures including community centers, public buildings, fire stations and police stations. He has performed various computer modeling analyses for slope stability, liquefaction, seepage, settlement, retaining walls, pavement, and deep foundations for projects in the Bay Area and Central Valley.

Select Project Experience

Brentwood Downtown Infrastructure and Streetscape Project – CIP 337-37203—Brentwood, CA

Project Manager. Mr. Harris prepared a geotechnical exploration and provided design-level recommendations for the project. The project includes reconfiguration of roadway sections, including surface restoration; special sidewalk treatments; intersections and parking; wider sidewalks; decorative street lights; new street trees; tree lights; street furniture; planters; planting medians; landscape and irrigation; decorative fencing; gateway and entry monuments; and a new or refurbished water fountain. The project also includes the installation of new water, sewer, and surface drainage facilities; utility conduits for electrical and telephone; the rehabilitation of existing facilities and either the removal of, or the replacement of, existing infrastructure to accommodate future redevelopment.

River Islands Parkway—Lathrop, CA

Project Engineer. Mr. Harris provided quality control and oversight during the testing and observation services for the

western portion of the Louise Avenue/River Islands Parkway widening and improvements west of Highway 5. The project consists of widening the existing roadway from two to four lanes.

Louise Avenue Pavement Evaluation—Lathrop, CA

Project Engineer, Project Manager. Mr. Harris evaluated the existing pavement conditions and provided recommendations for rehabilitation and widening of the roadway. In addition, he reviewed and approved the construction drawings and provided consultation and project management during construction. The project included widening Louise Avenue and rehabilitating the existing roadway.

Harlan Road Widening and Rehabilitation Phase I Project—Lathrop, CA

Project Engineer. Mr. Harris provided geotechnical analysis and construction support during the evaluation of the existing pavement and construction of the new pavement. Our scope of services included performing 15 cores within the existing roadway to determine the thickness of the existing Asphalt Concrete (AC) and Aggregate Base (AB), as well as explore for a concrete slab (former Highway 50 alignment). Our scope also included collection of bulk samples of representative subgrade materials for R-Value testing, and providing pavement recommendations for a 20 year pavement design life based on Caltrans method of design for flexible pavements.

Briggsmore Avenue Pedestrian Overcrossing—Modesto, CA

Project Manager. Mr. Harris provided geotechnical engineering support during project design. The pedestrian bridge spans over both the east- and west-bound lanes of Briggsmore Avenue and a Modesto Irrigation District irrigation canal, located in the median of Briggsmore Avenue.

2010 Pavement Management Slurry Seal Project—Brentwood, CA

Project Manager. Mr. Harris reviewed the project submittals and provided engineering support during construction. The project consisted of slurry sealing the streets in multiple subdivisions within the City of Brentwood.

Marsh Creek Pedestrian Bridge—Brentwood, CA

Project Manager. Mr. Harris was the project manager and helped prepare a design-level geotechnical report for the pedestrian bridge. The bridge consists of a prefabricated bridge consisting of an approximately 104-foot span with a \pm 10-foot wide walkway connecting the Palmilla and Carmel Estates Residential developments.

Byron Highway Overcrossing—Mountain House, CA

Project Manager. Mr. Harris provided project oversight and quality control during the construction of the northern and southern abutments of the Byron Highway overcrossing at the intersection of Byron Highway and Central Parkway in Mountain House. The project consists of a two-lane vehicular bridge that spans over Byron Highway at Central Parkway.

Sand Creek Road Widening—Brentwood, CA

Project Manager. Mr. Harris provided design-level recommendations and quality control and oversight during the testing and observation services for the widening of Sand Creek Road, including pavement subgrade, aggregate base rock and asphalt. The project was a CIP project

for the City of Brentwood and consisted of widening an approximately 1,500-foot section of the roadway from two to four lanes.

Carmel Estates—Brentwood, CA

Project Manager. Mr. Harris provided geotechnical oversight during the pad grading and installation of the site utilities and roadways. The project consists of 106 single family residences with associated infrastructure.

Brentwood Downtown Improvements—Brentwood, CA

Project Manager. Mr. Harris provided geotechnical engineering support during construction. ENGEO provided engineering recommendations and performed compaction testing of the utility trench backfill, backfilling of the jack and bore pits, and asphalt compaction associated with the subject project.

Bollinger Canyon Road & I 680 - Interchange Improvements—San Ramon, CA

Project Manager. Mr. Harris provided geotechnical design criteria and a corrosion evaluation. The project consists of widening the northbound on-ramp and off-ramp and constructing adjacent retaining walls.

City of Brentwood Pipeline - O'Hara Ave to Hwy 4 Bypass Road—Brentwood, CO

Project Manager. Mr. Harris was the project manager and provided engineering support during preparation of the design level geotechnical report. This project consists of a 7,600 foot long 12 inch non-potable water line that will connect to the existing water lines at the intersection of Grant Street and O'Hara Avenue.

Mountain House Vehicular Bridges—Tracy, CA

Project Manager. Mr. Harris provided geotechnical support and design recommendations for the design of the bridges. Four single span bridges and a culvert crossing are to be constructed in the northern portion of this 15,600 home master planned community. Three bridges of the four bridges and the culvert crossing will cross the Dry Creek waterway, and the fourth bridge will overpass Great Valley Parkway.

Marsh Creek Bridge—Brentwood, CA

Project Manager. Mr. Harris prepared a geotechnical exploration report and provided quality control and oversight during construction. The Marsh Creek Vehicular Bridge Crossing on Vineyards Parkway consists of two separate, 45-foot-wide structures spanning approximately 120 feet across Marsh Creek. Each span is composed of structural steel trusses and beams supported by concrete abutments. The trusses are supporting a lightweight concrete deck. Each span carries two vehicular lanes and a pedestrian walkway.

Heidorn Ranch Road Improvements—Brentwood, CA

Project Manager. Mr. Harris provided quality control and oversight during the testing and observation services for the underground utilities, pavement subgrade, aggregate base rock, and asphalt. The project consisted of extending the roadway and underground improvements by approximately 8,200 linear feet.

EXPERIENCE

Years with ENGEO: 14
Years with Other Firms: 0

REGISTRATIONS & CERTIFICATIONS

Radiation Safety Officer, CA, Troxler
#21855

Nuclear Gauge Operator, CA, 12084

CESSWI-Certified Erosion, Sediment
and Storm Water, CA, 1761

CASQA: QSP Training, CA, 20206

SPECIALIZATIONS

- Construction Observation
- Grading Project Management
- Hillside Grading
- Subgrade Stabilization

RANDY LUDWIG, QSP SENIOR ENGINEERING SERVICES REPRESENTATIVE

Mr. Ludwig joined ENGEO in 1998, and now serves as Senior Engineering Services Representative and Project Manager for several projects throughout the Central Valley region. Prior to his current role, Mr. Ludwig has served projects as a Field Representative, Senior Field Representative, and Construction Services Manager. Mr. Ludwig's extensive materials testing and observation experience includes performing earthwork testing and observation services for numerous municipal, commercial, and residential developments ranging from single-unit residences, to large-scale master planned/mixed use developments in the Bay Area and Central Valley. In addition, he has special inspection experience, and field experience with soil stabilization geotextiles and lime-treatment operations. As a Project Manager, Mr. Ludwig is responsible for preparation and oversight of project budgets, preparation and tracking invoices, and contracts for a vehicular bridge, multiple residential development, retail development, and CIP projects.

Select Project Experience

Bradshaw's Crossing Vehicular Bridge—Lathrop, CA

Project Manager. Mr. Ludwig provides oversight for the project's materials testing and observation, special inspections, geotechnical foundation observation, and SWPPP services. He also acts as Construction Manager for the project with responsibilities including coordination with contractor, structural engineer, project biologist and various local, state and federal municipalities involved with the project. The Bradshaw's Crossing Bridge consists of two 440-foot-long parallel bridge structures and spans the San Joaquin River. The 3-span bridge structures are supported by two abutments and two bents each. The cast in-drilled-hole (CIDH) supported bridge abutments are located on existing levee embankments, adjacent to the San Joaquin River, and the CIDH pile-supported bents are located in the main river channel.

City of Ceres Pavement Overlay—Ceres, CA

Project Manager. Mr. Ludwig served the project with responsibilities that included preparation and implementation of a post-construction Independent Assurance Sampling and Testing plan for conformance with the City's QAP and ARRA

requirements. The American Recovery and Reinvestment Act project included several miles of pavement rehabilitation within the City of Ceres.

Mountain House Master Planned Community—Mountain House, CA

Construction Services Manager. Mr. Ludwig provided oversight of testing and observation services during construction. The project consists of 15,600 homes within 12 villages, 12 elementary schools, two senior villages surrounding a golf course, various bridges, a fire station, commercial and public facilities, and a town center.

City of Oakley On-Call Testing—Oakley, CA

Senior Field Representative. Mr. Ludwig provided testing and observation services for the project including existing pavement section thickness analysis. The projects completed for the City consist of several miles of infrastructure rehabilitation including pavement and right-of-way improvements within the city.

City of Brentwood 2010 Pavement Management Slurry Seal Project—Brentwood, CA

Senior Field Representative. Mr. Ludwig performed materials testing support during construction. The project consisted of slurry sealing the streets in multiple subdivisions within the City of Brentwood.

Sand Creek Road Widening—Brentwood, CA

Construction Services Manager. Mr. Ludwig provided oversight of testing and observation services during construction for the widening of Sand Creek Road, including pavement subgrade, aggregate base rock and asphalt. The project was a CIP project for the City of Brentwood and consisted of widening an approximately 1,500-foot section of the roadway from two to four lanes.

Marsh Creek Bridge—Brentwood, CA

Senior Field Representative. Mr. Ludwig provided testing and observation services for the project. The Marsh Creek Vehicular Bridge Crossing on Vineyards Parkway consists of two separate, 45-foot-wide structures spanning approximately 120 feet across Marsh Creek. Each span is composed of structural steel trusses and beams supported by concrete abutments. The trusses are supporting a lightweight concrete deck. Each span carries two vehicular lanes and a pedestrian walkway.

MATTHEW E. SWANSON, PE
PROJECT ENGINEER

EDUCATION

Diploma, Civil and Structural
Engineering Technology, British
Columbia Institute of Technology,
2001
BS, Civil Engineering, San Jose State
University, 2010

EXPERIENCE

Years with ENGEO: 10
Years with Other Firms: 0

REGISTRATIONS & CERTIFICATIONS

Professional Engineer, CA, 74435
Nuclear Gauge Operator, CA, 14659
ICC Reinforced Concrete, CA,
5077767-49
ICC Prestressed Concrete, CA,
5077767-92

SPECIALIZATIONS

- Levee Analyses
- Liquefaction Analyses
- Pavement Evaluation and Design
- Plans, Specifications, and
Estimates
- Seepage Evaluation
- Slope Stability

AFFILIATIONS

ASCE - American Society of Civil
Engineers

Mr. Swanson joined ENGEO in June 2001 and held Field Engineer, Senior Field Engineer, and Staff Engineer positions before becoming a Project Engineer in 2009. He has been involved in numerous projects throughout the Bay Area and Central Valley. He specializes in producing reports for levee systems, project grading and improvements, testing and observation, foundation review, geotechnical exploration and pavement recommendations, and levee analysis. He is also responsible for providing recommendations and analyses for sound walls, retaining walls and quantity take-offs.

Select Project Experience

Briggsmore Avenue Pedestrian Overcrossing—Modesto, CA

Project Manager. Mr. Swanson oversaw exploratory drilling operations and provided geotechnical recommendations - including deep foundation design criteria. Mr. Swanson also coordinated lab testing of onsite materials during construction. ENGEO provided geotechnical exploration, mechanically stabilized earth retaining wall recommendations, and foundation design recommendations for this pedestrian bridge project. The pedestrian bridge spans over both the east- and west-bound lanes of Briggsmore Avenue and a Modesto Irrigation District irrigation canal, located in the median of Briggsmore Avenue. The planned bridge span is supported by two abutments and two bents with geogrid reinforced retaining walls supporting the approach fills. The pedestrian bridge is part of the Virginia Corridor conversion project from a railway to a park.

Shadow Hawk II—Ripon, CA

Staff Engineer. Mr. Swanson oversaw exploratory drilling operations and assisted with geotechnical recommendations. Shadow Hawk II is 225 acre single family residential development.

Trails of Manteca Levee Evaluation—Manteca, CA

Project Engineer. Mr. Swanson evaluated the stability and potential for seepage of the existing levees, and is also providing grading and development layout recommendations to maintain the levee system's integrity. The Trails of Manteca Project encompasses approximately 530 acres south

of Highway 120 in Manteca, CA. A Provisionally Accredited dry land levee crosses the project site and forms the southern boundary of the proposed development area.

Town Center—Mountain House, CA

Staff Engineer. Mr. Swanson oversaw exploratory drilling operations and assisted with geotechnical recommendations for the preliminary evaluation of the project. Mountain House's Town Center is the future hub of commerce for this 15,600 home master planned community and features municipal buildings and facilities, high density housing, office space, and retail.

Land Park—Lathrop, CA

Staff Engineer. Mr. Swanson assisted in reporting the testing and observation services ENGEO provided for mass grading, underground improvements, roadway construction, and special inspections, and also oversaw exploratory drilling operations and assisted with design geotechnical recommendations. The project consists of approximately 6,700 residential units and commercial developments on 800 acres adjacent to the Reclamation District 17 levee system. Project improvements include paved streets, underground utilities, three storm drain pump stations; and three large 2½-acre detention basins with liners with below-liner drainage collection systems and sloped embankments.

Mountain House Master Planned Community—Mountain House, CA

Staff Engineer. Mr. Swanson has provided structural plan review services, assisted with the review and evaluation of building materials, with community standards and specifications for quality control testing procedures, with providing seismic and post-tensioned concrete design criteria, and has overseen exploratory drilling operations and assisted with geotechnical recommendations for residential development, the golf course, various bridges, a fire station, and commercial and public facilities. During the course of the project, Mr. Swanson was involved with the testing, observing, and reporting on mass grading, underground and roadway improvements, as well as providing special inspection services for various onsite infrastructure and in-tract production homes. The project consists of 15,600 homes within 12 villages, 12 elementary schools, two senior villages surrounding a golf course, and a town center.

Bradshaw's Crossing Vehicular Bridge—Lathrop, CA

Project Engineer. Mr. Swanson was involved with the Bradshaw's Crossing Bridge abutment and approach fill design and analysis by compiling a geogrid placement plan for slope reinforcement, performing seepage and stability analysis through the levee section affect by the bridge, and evaluating the impact the bridge might have on future levee improvements at its location. The Bradshaw's Crossing Bridge consists of two 440-foot-long parallel bridge structures and spans the San Joaquin River. The 3-span bridge structures are supported by two abutments and two bents each. The cast in-drilled-hole (CIDH) supported bridge abutments are located on existing levee embankments, adjacent to the San Joaquin River, and the CIDH pile-supported bents are located in the main river channel.

The abutment levees will be improved as part of the bridge construction project, including buttressing the existing levees along the San Joaquin River and installation of land-side drainage improvements, as necessary. The levee dimensions vary from maximum levee top widths of 80 to 300 feet with side slope inclinations varying from flatter than 10:1 (horizontal:vertical) along access roads to a maximum inclination of 2:1.

JASON ROSE
CONSTRUCTION SERVICES MANAGER

EDUCATION

BS, Natural Resources Planning,
Humboldt State University, 1998

EXPERIENCE

Years with ENGEO: 12
Years with Other Firms: 0

REGISTRATIONS & CERTIFICATIONS

Radiation Safety Officer, CA, PNT
#14477

Nuclear Gauge Operator, CA, 12510

SPECIALIZATIONS

- Construction Observation
- Hillside Grading

Mr. Rose joined ENGEO in 1999 and now serves as a Construction Services Manager and Project Manager for several projects throughout the Central Valley region.

Mr. Rose has experience with several phases of land development construction including earthwork, street and utility improvements, and asphalt placement. Mr. Rose has overseen the special inspection services provided by ENGEO on a wide range of projects including medical office buildings, residential foundations, commercial shopping centers, storm water pump stations, water reservoirs, retaining walls, and highway overpasses.

As a Construction Services Manager, Mr. Rose also oversees and schedules testing and observation services provided by our field and lab technicians. Mr. Rose provides training, leadership, assistance, and technical support to members of our construction services team.

As a Project Manager, Mr. Rose, prepares and manages project budgets, approves and tracks invoices, and monitors our contract scope.

Select Project Experience

- City of Ceres Pavement Overlay—Ceres, CA
- Poelman Construction On-Call T&O and SI Services—Carmichael, CA
- City of Oakley On-Call Testing—Oakley, CA
- Woodbridge Compaction Testing—Manteca, CA
- South San Joaquin Irrigation District - Division 9 Irrigation Enhancement Project—Ripon, CA
- South Rehabilitation Project Resurfacing—Ripon, CA
- North Rehabilitation Project—Ripon, CA
- Bradshaw's Crossing Vehicular Bridge—Lathrop, CA
- Jack Tone Road AC—Ripon, CA
- Chaparral & Dakota Project—Modesto, CA
- Iron Gate - Ripon Properties - Geotechnical T&O—Ripon, CA
- Laredo Project (The Plaza) - T&O Services—Modesto, CA
- City of Livermore Isabel Avenue/I-580 Interchange—Livermore, CA

KEVIN E. LECCE
SENIOR FIELD REPRESENTATIVE I

EDUCATION

BS, Geology, Humboldt State University, 1991

EXPERIENCE

Years with ENGEO: 7
Years with Other Firms: 13

REGISTRATIONS & CERTIFICATIONS

ACI Concrete Strength Testing Technician Level 1, CA, 00920368

ICC Soils Special Inspector, CA, 8072867

Nuclear Gauge Operator, CA, 18678

Caltrans 105 Calculations, CA

Caltrans 125AC Asphalt Compaction, CA

Caltrans 125AGG Aggregate, CA

Caltrans 201 Sampling, CA

Caltrans 202 Sieve Analysis, CA

Caltrans 204 Atterberg Limits, CA

Caltrans 216 Relative Compaction (Soils), CA

Caltrans 217 Sand Equivalent, CA

Caltrans 226 Moisture Content, CA

Caltrans 227 Cleanness Value, CA

Caltrans 229 Durability, CA

Caltrans 231 Relative Compaction (Soil), CA

Caltrans 375 Relative Compaction (AC), CA

SPECIALIZATIONS

- Construction Observation
- Hillside Grading
- Laboratory Testing

Mr. Lecce joined ENGEO in August 2004. He has over 20 years of experience with project management relating to geotechnical, geological, and environmental engineering projects. He has extensive experience with soil stabilization monitoring and testing, environmental site assessments, earthquake and landslide analyses, water and soil sampling, project and field coordination, and report preparation. In addition, Mr. Lecce oversees ENGEO's materials testing lab located in Manteca.

As the Laboratory Supervisor, Mr. Lecce's responsibilities include overseeing and conducting laboratory testing per ASTM, AASHTO and Caltrans standard test methods. These functions include preparing and performing soil tests such as plasticity index, fine and coarse aggregate gradations, sand equivalents, durability tests, hydrometers tests, pH tests, and soil and aggregate compaction curves. Additionally, he is responsible for collecting samples for exploration jobs, mass grading and quality control projects. Mr. Lecce takes the lead in tracking and logging of samples and test results, coordinating with the engineers to assure quality of test requests and results, tracking of equipment for maintenance and calibration, coordinating with the laboratory supervisor to organize and maintain laboratory certifications, training of lab personnel and performing laboratory tests.

Select Project Experience

- City of Ceres Pavement Overlay—Ceres, CA
- Irrigation Enhancement Project—Ripon, CA
- South Rehabilitation Project Resurfacing—Ripon, CA
- McHenry Solar Farm—Modesto, CA
- North Rehabilitation Project 2010—Ripon, CA
- Jack Tone Road AC Testing—Ripon, CA
- Walker Ranch II - Materials sampling and testing—Patterson, CA
- Laredo Project (The Plaza) - T&O Services—Modesto, CA
- City of Livermore Isabel Avenue/I-580 Interchange—Livermore, CA
- City of Livermore On-Call Geotechnical Engineering Services—Livermore, CA

RICHARD R ROSE
SENIOR FIELD REPRESENTATIVE I - SI

EXPERIENCE

Years with ENGEO: 5
Years with Other Firms: 7

REGISTRATIONS & CERTIFICATIONS

Nuclear Gauge Operator, CA, 16755
- refresher PNT 9/13/11

ACI Concrete Field Testing
Technician Level 1, CA, 00024686

ICC Reinforced Concrete, CA,
1140926-49

ICC Prestressed Concrete, CA,
1140926-92

ICC Structural Masonry, CA,
1140926-84

DSA Masonry, CA, 5369

ACI Concrete Lab Testing
Technician-Level 2

Mr. Rose first joined ENGEO in 2003, later transferred to our Reno office in 2006, and is currently working out of our Ripon office serving our Central Valley region clients. His experience as a Special Inspector spans 12 years, providing special inspection services in the public and private sectors. Mr. Rose specializes in reinforced and post-tensioned concrete as well as structural masonry.

Select Project Experience

- Laredo—Modesto, CA
- Chaparral—Modesto, CA
- Walker Ranch II - Materials sampling and testing—Patterson, CA
- Dakota - SI—Modesto, CA
- Sunflower Estates - Phase 1 - SI—Patterson, CA
- Reflections—Patterson, CA
- South San Joaquin Irrigation District - Division 9 Irrigation Enhancement Project—Ripon, CA
- Carlmont High School Music Arts Building - SI—Belmont, CA
- Mountain House - SI/Testing—Tracy, CA
- Calvary Church - SI—Los Gatos, CA
- Bella Villagio Apartments - SI—San Jose, CA
- Creekside Elementary School - T&O—Danville, CA
- Brentwood Medical Plaza—Brentwood, CA
- Eskaton Assisted Living Building—Brentwood, CA
- Metrowalk Townhomes, Richmond Village - SI—Richmond, CA
- Balfour Shopping Center—Brentwood, CA
- Trilogy at The Vineyards—Brentwood, CA
- Lathrop Crossing- Special Inspections—Lathrop, CA
- OE Credit Union - SI Stockton, CA—Stockton, CA
- Streets of Brentwood—Brentwood, CA
- National Avenue - Construction Support Services—Livermore, CA
- Alamo Creek Project—Danville, CA
- Trilogy at Rio Vista—Rio Vista, CA
- Gale Ranch, Phase III—San Ramon, CA

RYAN W. SELVAGE
FIELD REPRESENTATIVE

EXPERIENCE

Years with ENGEO: 4
Years with Other Firms: 8

REGISTRATIONS & CERTIFICATIONS

ACI Concrete Field Testing
Technician Level 1, CA, 00099299

Nuclear Gauge Operator, CA, 13311

Mr. Selvage performs laboratory and field testing and inspection services on a variety of projects. He is experienced and qualified to perform nuclear density, moisture content, compaction, compression, and various other types of concrete and soil tests.

Select Project Experience

- Poelman Construction On-Call T&O and SI Services—Carmichael, CA
- City of Ceres Pavement Overlay—Ceres, CA
- Woodbridge Phases 4B and 4C—Manteca, CA
- Claribel Road Widening—Oakdale, CA
- City of Oakley On-Call Testing—Oakley, CA
- South San Joaquin Irrigation District - Division 9 Irrigation Enhancement Project—Ripon, CA
- Woodbridge Phases 4B and 4C—Manteca, CA
- Golden Valley Parkway—Lathrop, CA
- Discovery Bay On-Call Geotechnical Services—Discovery Bay, CA
- Neighborhood H—Mountain House, CA
- River Islands—Lathrop, CA
- Harbor Street Pavement Rehabilitation Project—Pittsburg, CA
- Antioch Industrial Park - Limited Material Testing—Antioch, CA
- Prewett Ranch -Special Inspection Services—Brentwood, CA
- Vineyards Parkway and Marsh Creek Road—Brentwood, CA
- Brentwood Downtown Improvements—Brentwood, CA
- Trilogy at the Vineyards—Brentwood, CA
- Airpark Entrance Monument—Stockton, CA
- Kingdom Hall Off-Site—Brentwood, CA
- San Marco Unit 8—Pittsburg, CA
- Trilogy at The Vineyards—Brentwood, CA
- Dell'Osso Family Farm—Lathrop, CA
- The Reserve at Parklands Lots 7-32—Oakley, CA
- Carmel Estates—Brentwood, CA
- Palmilla—Brentwood, CA
- Prop. 1B Paving Construction Support—Pittsburg, CA

EXHIBIT C
Master Agreement

CONSULTANTS FEE SCHEDULE

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

Testing & Inspection services may include, but not be limited to the following items:

TEST NO.	TESTING /INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
1	HOURLY RATE FOR SOIL TECHNICIAN CALTRANS I.A. CERTIFIED WITH NUCLEAR DENSITY GAUGE.	\$120.00	Same Day
2	HOURLY RATE FOR A.C.I. FIELD TESTING TECHNICIAN- GRADE 1	\$120.00	Same Day
3	HOURLY RATE FOR ASPHALT TECHNICIAN CALTRANS I.A. CERTIFIED	\$120.00	Same Day
4	HOURLY RATE FOR I.C.B.O./A.W.S.SPECIAL INSPECTOR (CONCRETE/MASONRY/WELDING)	\$123.00	Same Day
5	FIELD COMPACTION TESTS USING CALIFORNIA 231 TEST METHOD (NUCLEAR GAGE TESTING WITH MINIMUM OF 3 NUCLEAR SHOTS PER TEST INCLUDING MOISTURE - ROAD WORK) (INCLUDED IN HOURLY RATE)	\$0.00	1
6	LABORATORY COMPACTION TEST USING CALIFORNIA 216 TEST METHOD (PART II MAX WET DENSITY & PERCENT RELATIVE COMPACTION)	\$250.00	1
7	AGGREGATE TESTING USING CALIFORNIA 202 METHOD OF TESTS FOR SIEVE ANALYSIS OF FINE AND COURSE AGGREGATES.	\$130.00	1
8	AGGREGATE TESTING USING CALIFORNIA 205 METHOD FOR DETERMINING PERCENTAGE OF CRUSHED PARTICLES.	\$125.00	1
9	SAND EQUIVALENT USING CALIFORNIA 217 TEST METHOD.	\$155.00	1
10	BULK SPECIFIC GRAVITY & DENSITY OF BITUMINOUS MIXTURES USING CALIFORNIA 308 TEST METHOD.	\$260.00	1
11	DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD USING CALIFORNIA 382 TEST METHOD.	\$175.00	1
12	RESISTANCE "R" VALUE OF TREATED AND UNTREATED BASES, SUBBASES, AND BASEMENT SOILS BY THE STABILOMETER TEST USING CALIFORNIA 301 TEST METHOD.	\$425.00	1-3 Days
13	GRAB BAG SOIL SAMPLING PICKUP (UP TO 75 POUNDS) WITHIN STANISLAUS COUNTY PER SITE (EACH).	\$111.00 /hr	Same Day
14	COMPRESSIVE STRENGTH OF MOLDED CONCRETE CYLINDERS USING CALIFORNIA 521 TEST METHOD	\$33.00 / cylinder	per break schedule

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235
265

15	ASTM D6938-08, "STANDARD TEST METHOD FOR IN-PLACE DENSITY & WATER CONTENT OF SOIL & SOIL-AGGREGATE BY NUCLEAR METHODS". (INCLUDED IN HOURLY RATE)	\$0.00	1
16	ASTM D1557-07, "STANDARD TEST METHODS FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT".	\$310.00	1-2 Days
17	SAMPLING FRESH CONCRETE USING CALIFORNIA 539 TEST METHOD; AND MAKING HANDLING, AND STORING CONCRETE COMPRESSIVE TEST SPECIMENS IN THE FIELD USING CALIFORNIA 540 TEST METHOD. (INCLUDED IN HOURLY RATE)	\$0.00	1
18	CONCRETE CYLINDER PICKUP PER SET OF CYLINDERS WITHIN STANISLAUS COUNTY (EACH)	\$111.00 /hr	1
19	CALTRANS TEST METHOD 366, "STABILOMETER VALUE"	\$150.00	1
20	CALTRANS TEST METHOD 367, "OPTIMUM BITUMEN CONTENT"	\$750.00	2 Days
21	CALTRANS TEST METHOD 370, "MOISTURE CONTENT OF BITUMINOUS MIXTURES OR GRADED MINERALS AGGREGATES USING MICROWAVE OVENS"	\$150.00	1
22	CALTRANS TEST 375, "RELATIVE COMPACTION OF ASPHALT CONCRETE IN PLACE". (INCLUDED IN HOURLY RATE)	\$0.00	Same Day
23	CALTRANS TEST 202, ""SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES"	\$130.00	1
24	ASTM D4318, "PLASTICITY INDEX"	\$180.00	1
25	ASTM D422, "SIEVE ANALYSIS OF SOIL ASTM D422"	\$130.00	1
26	CALTRANS TEST METHOD 382, "ASPHALT DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD"	\$175.00	1
27	CHEMICAL TESTING OF TREATED AND UNTREATED SOILS AND AGGREGATE BASES, ASTM TEST METHOD D. 2170, "KINEMATIC VISCOSITY", ASTM TEST METHOD 2171, "ABSOLUTE VISCOSITY"; AND ASTM D5, "PENETRATION"	\$425.00	3
28	PERCOLATION TESTING TO DETERMINE SOIL'S PERCOLATION RATE. (FOR TRENCH AND BED PERCOLATION) (BASED ON STAND-PIPE INSTALLATION METHOD)	\$1,500.00	1

195
230

ENGEO complies with all applicable local and state labor laws, including prevailing wage.

STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Wallace-Kuhl & Associates, hereinafter referred to as "Consultant".

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

2.0 COMPENSATION AND BILLING

2.1. Compensation. For each task or project let under this Agreement Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable

during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed Three Hundred Seventy-Five Thousand (\$375,000) over the three year term of this agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B and specified in each Project Scope of Work unless the County or the Project Manager for the Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed for each separately approved Project. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in each Project Scope of Work. Each Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may

be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence on October 22, 2012 and continue for a period of thirty-six months, or until all work on each project let during the thirty-six month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Additionally, the term of this agreement may be extended for an additional twenty-four months by the parties mutual agreement.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000), combined single limit for each ~~occurrence~~. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

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5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or

condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain

such coverage in effect for three years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties

shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: David R. Gius, Jr., GE, CEG, President – Principal Engineer
- b. Lead/Manager: N/A

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Stanislaus County Department of Public Works
Attn: Chris Brady, PE, Construction Manager
1716 Morgan Road
Modesto, CA 95358

If to Consultant:

Wallace-Kuhl & Associates
Attn: David R. Gius, Jr., President
3422 West Hammer Lane, Ste. D
Stockton, CA 95219

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State

Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good

faith negotiations.


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


7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

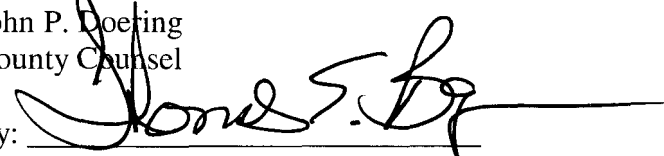
WALLACE-KUHL & ASSOCIATES

By: 
Matt Machado, Director
Department of Public Works

By: 
David R. Gius, Jr., GE, CEG
President / Principal Engineer

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

Board Resolution No.: 2012-410

EXHIBIT A
Master Agreement

COUNTY'S REQUEST FOR PROPOSAL

EXHIBIT B
Master Agreement

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

EXHIBIT C
Master Agreement

CONSULTANTS FEE SCHEDULE

EXHIBIT A
Master Agreement

COUNTY'S REQUEST FOR PROPOSAL



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Laurie Barton, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

Engineering & Operations Division
1716 Morgan Road, Modesto, CA 95358
Phone: 209-525-4130; Fax: 209-541-2505

REQUEST FOR PROPOSAL FOR MATERIALS TESTING SERVICES

April 16, 2012

PROJECT SCOPE

Material testing on roadwork construction is an integral portion of County projects. It ensures the contractor is providing quality materials and is meeting the minimum requirements in the project plans and specifications.

During the course of constructing Public Works improvement projects, it is necessary for the County's Construction Administration Division to utilize the services of a materials testing laboratory to achieve or monitor compliance with the specification requirements of the project's contract.

In anticipation of the upcoming construction year(s), Stanislaus County Public Works Department is submitting a Request for Proposal (RFP) for material testing services to your consulting firm. All proposals received will be evaluated and scored by Public Works personnel.

The proposals shall include, as a minimum, billing rates for technicians, billing rates for different types of tests & analysis performed; turn-around time for test reports; summary of experience and qualification of Consultant and supporting staff members.

The consultant should indicate his/her acceptability of the terms and conditions of the standard Design Services Agreement contained in the Exhibit 2. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the County. The County will not consider changes to the agreement once selection has been made.

Proposals shall be submitted along with the attached proposal sheet. Each proposal shall be sealed and mailed to Bryan Voyles, 1716 Morgan Road, Modesto, CA 95358.

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

All questions and comments regarding this Request for Proposals or the project shall be in writing and directed to: Bryan Voyles, Stanislaus County Department of Public Works, (209) 525-4130, (209) 541-2506 fax or voylesb@stancounty.com.

All questions shall be submitted no later than Friday, April 27th. Questions will be answered no later than Monday, April 30th.

TENTATIVE RFP SCHEDULE

Release Requests for Proposal	Monday, April 16, 2012
Proposals Due	Friday, May 4, 2012
Consultant Interviews	Wednesday, May 16, 2012
Selection Notification	Monday, May 21, 2012
Stanislaus County Board for Approval of Contract	Tuesday, June 26, 2012

Proposals Must Be Received By: Friday, May 4, 2012, by 5:00 p.m.

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

Testing & Inspection services may include, but not be limited to the following items:

TEST NO.	TESTING / INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
1	HOURLY RATE FOR SOIL TECHNICIAN CALTRANS I.A. CERTIFIED WITH NUCLEAR DENSITY GAUGE.		
2	HOURLY RATE FOR A.C.I. FIELD TESTING TECHNICIAN - GRADE 1		
3	HOURLY RATE FOR ASPHALT TECHNICIAN CALTRANS I.A. CERTIFIED		
4	HOURLY RATE FOR I.C.B.O./A.W.S. SPECIAL INSPECTOR (CONCRETE/MASONRY/WELDING)		
5	FIELD COMPACTION TESTS USING CALIFORNIA 231 TEST METHOD (NUCLEAR GAGE TESTING WITH MINIMUM OF 3 NUCLEAR SHOTS PER TEST INCLUDING MOISTURE - ROAD WORK)		
6	LABORATORY COMPACTION TEST USING CALIFORNIA 216 TEST METHOD (PART II MAX WET DENSITY & PERCENT RELATIVE COMPACTION)		
7	AGGREGATE TESTING USING CALIFORNIA 202 METHOD OF TESTS FOR SIEVE ANALYSIS OF FINE AND COURSE AGGREGATES.		
8	AGGREGATE TESTING USING CALIFORNIA 205 METHOD FOR DETERMINING PERCENTAGE OF CRUSHED PARTICLES.		
9	SAND EQUIVALENT USING CALIFORNIA 217 TEST METHOD.		
10	BULK SPECIFIC GRAVITY & DENSITY OF BITUMINOUS MIXTURES USING CALIFORNIA 308 TEST METHOD.		
11	DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD USING CALIFORNIA 382 TEST METHOD.		
12	RESISTANCE "R" VALUE OF TREATED AND UNTREATED BASES, SUBBASES, AND BASEMENT SOILS BY THE STABILOMETER TEST USING CALIFORNIA 301 TEST METHOD.		
13	GRAB BAG SOIL SAMPLING PICKUP (UP TO 75 POUNDS) WITHIN STANISLAUS COUNTY - PER SITE (EACH).		

15	ASTM D6938-08, "STANDARD TEST METHOD FOR IN-PLACE DENSITY & WATER CONTENT OF SOIL & SOIL-AGGREGATE BY NUCLEAR METHODS".		
16	ASTM D1557-07, "STANDARD TEST METHODS FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT"		
17	SAMPLING FRESH CONCRETE USING CALIFORNIA 539 TEST METHOD; AND MAKING HANDLING, AND STORING CONCRETE COMPRESSIVE TEST SPECIMENS IN THE FIELD USING CALIFORNIA 540 TEST METHOD.		
18	CONCRETE CYLINDER PICKUP PER SET OF CYLINDERS WITHIN STANISLAUS COUNTY (EACH)		
19	CALTRANS TEST METHOD 366, "STABILOMETER VALUE"		
20	CALTRANS TEST METHOD 367, "OPTIMUM BITUMEN CONTENT"		
21	CALTRANS TEST METHOD 370, "MOISTURE CONTENT OF BITUMINOUS MIXTURES OR GRADED MINERALS AGGREGATES USING MICROWAVE OVENS"		
22	CALTRANS TEST 375, "RELATIVE COMPACTION OF ASPHALT CONCRETE IN PLACE"		
23	CALTRANS TEST 202, ""SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES"		
24	ASTM D4318, "PLASTICITY INDEX"		
25	ASTM D422, "SIEVE ANALYSIS OF SOIL ASTM D422"		
26	CALTRANS TEST METHOD 382, "ASPHALT DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD"		
27	CHEMICAL TESTING OF TREATED AND UNTREATED SOILS AND AGGREGATE BASES, ASTM TEST METHOD D. 2170, "KINEMATIC VISCOSITY", ASTM TEST METHOD 2171, "ABSOLUTE VISCOSITY"; AND ASTM D5, "PENETRATION"		
28	PERCOLATION TESTING TO DETERMINE SOIL'S PERCOLATION RATE. (FOR TRENCH AND BED PERCOLATION)		

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

1. All work shall be performed under the responsible charge of a qualified licensed Civil or Geotechnical Engineer in the State of California who is employed by the material-testing agency.
2. Soils and materials testing agency/consultant shall submit to the County all applicable certifications for the laboratory and testing personnel that will be working on a project. All certifications must be kept current throughout a project duration. If certifications are updated while a project is underway, the updated certificate shall be submitted to the County immediately.
3. Consultant shall have a Independent Assurance Program (IAP) in effect during the entire time work is being performed under the contract. The program shall include, but not be limited to, quality control, quality assurance, and equipment calibration programs for the Consultant's main laboratory and for any satellite or project laboratories. The Consultant's IAP must be signed by the State of California licensed Civil or Geotechnical Engineer employed by the material-testing agency.
4. The materials testing agency (MTA) shall have a quality assurance program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order. The MTA shall participate in the following: the AASHTO Materials Reference Laboratory (AMRL); the Cement and Concrete Reference Laboratory (CCRL) inspection programs; the Caltrans Reference Sample Program (CRSP). A copy of the County's Quality Assurance Program is attached for your reference (see Exhibit 1).
5. County will schedule interviews with top ranking Consultants.
6. At it's own expense, Consultant shall provide all required licenses and permits and abide by and all Federal, State, and applicable local laws or rules affecting the work and shall maintain all required protection of property, employees, and the public.
7. All prices shall include travel to and from the test site.
8. Unless otherwise agreed to by the Consultant and the County Project Manager, the Consultant will receive Twenty Four (24) hours notice for onsite visits and testing scheduling.
9. Test results shall be available within one (1) working day from the time the tests were taken for all tests but Tests No. 8, 9, and 10. Test results shall be available within three (3) working days from the time the tests were taken for Test No. 8 and Test No. 9. Test results for Test No. 10 shall be available on the dates the cylinders are broken.
10. Failure to comply with the above specified time limits for test results shall be grounds for termination of the contract and/or may result in a 20% reduction in payment for the tests due to late notification of the results.

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

11. The above costs are all inclusive. It shall include all costs for labor, equipment, travel, per diem, freight, tax, etc. No other costs will be considered or allowed. The price bid for each test shall include the cost associated with providing documentation to the County. The cost for each test shall also include the cost of sample retrieval as may be required.
12. The unit price of each test is the net to the County, exclusive of Federal Excise tax and inclusive of the current California State and local sales & use tax rates and all delivery charges.
13. The Consultant guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the County.
14. The Consultant's laboratory shall meet the latest requirements, as applicable, of ASTM Designation D3666, "Evaluation of Inspection and testing Agencies for Bituminous Paving Materials", E329, "Recommended Practice for Inspection and testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction", and C1077, "Testing Concrete and Concrete Aggregates for use in Construction and Criteria for Laboratory Evaluation".
15. In the fields other than those covered by the ASTM and/or Caltrans standards, the Consultant's laboratory shall accept only those assignments from the County, which it is able to perform competently.
16. Upon completion of a project, a California licensed Civil or Geotechnical Engineer who is employed by the material-testing agency shall complete a "Materials Certificate". Said Engineer shall certify that all testing procedures were performed in conformance with the applicable standards and/or methods for that test. And that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work were in conformity with the approved plans and specifications.
17. If any laboratory work is to be subcontracted, the Consultant shall notify the County. In addition, subcontractor's laboratory shall meet the same requirements as the Consultant's laboratory.
18. Location of Project: The project's services shall be provided at various locations within Stanislaus County. Testing personnel shall report to the County Project Manager/Inspector assigned to the specific project.
19. General Terms: The Consultant shall provide services for Material Testing for a period of three years beginning October 21, 2012. The proposed agreement may be extended for an additional two year term upon mutual agreement between the Consultant and the County Public Works department.

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

20. Coordination: The County will require a cost proposal to be submitted by the Consultant for every project. Once the cost proposal is reviewed and accepted by the County, a purchase order will be created for each project requiring testing services.

The Testing Firm shall coordinate testing services with the County Project Manager/Inspector and other County personnel as required. Consultants personnel shall report to the Project Manager/Inspector prior to performing an assigned test or when arriving on site to perform scheduled work.

Unless otherwise approved by the County Project Manger/Inspector, hours and work days of testing shall conform to each individual project's plans, specifications, and special provisions requirements.

The Testing Firm shall provide all necessary tools & equipment necessary for testing.

21. Reporting Requirements:
Daily report forms shall be agreed upon by Consultant and County Personnel. As a minimum, daily report forms shall contain the following information:
Project Name (as stated on Project Plans),
date of site visit,
time arrived on site and time of departure,
a brief explanation of testing performed including locations,
name of County Representative scheduling the site visit,
name of Consultants personnel performing tests,
and any comments on observations made that may be pertinent to Consultants scope of work.

Please submit a sample Daily Report with the RFP response.

Testing Reports shall clearly indicate whether the test met the required result. If testing does not meet the requirements of the Plans and Specifications, any required retests shall be clearly marked on the testing reports as a retest of the previously failing test.

Daily Report forms will be given to County Representative at each visit. If testing results are not known at the completion of visit, Consultant may update the Daily Report when testing results are known. Per #9 above.

At the completion of a project, Consultant shall submit a Summary of Testing and a Summary of Relative Compaction. The required information on the Summaries shall meet the minimums on Cal Trans forms CEM-3701 and CEM-3702. The Summaries shall be submitted with a "Materials Certificate" in #16 (above).

22. Prevailing Wages: All services performed under the final agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests.

REQUEST FOR PROPOSAL MATERIALS TESTING & INSPECTION SERVICES

Work on the Job Site must comply with Labor Code 1727 and 1770-1815 and 8 CA Code of regulations 16000 et seq.

The general prevailing wage rates determined by the Director of Industrial relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page located at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

The Consultant shall post a copy of the prevailing wage rates so they are readily accessible by all employees.

The Consultant and all Sub-consultants shall comply with the provisions of Section 1776 of the California labor Code, regarding payroll records. Compliance with said Section 1776 shall be the Consultants responsibility.

The Consultant shall comply with the provisions of labor Code Section 1775.

The Consultant may pay compensation to workers in excess of the prevailing wage rate as determined above, however, such payments shall not be the basis for any claim for additional compensation to the Consultant by the County.

The submittal of certified payroll records from the Consultant will be required. The payroll records shall be on a form and at a frequency as required by the County Public Works Director and the State Labor Code. Depending on project funding source, payrolls may have to be submitted directly to the Department of Industrial Relations. Failure to provide the records when requested will result in the applicable penalties being levied to effectuate strict compliance.

23. Compensation: Consultant will be compensated on a time and materials basis, based on the rates for specific tests as specified in the approved Consultant's Cost Proposal. Billable time begins at the project site and no travel time will be reimbursed to the Consultant. The specified rates shall include direct salary costs, employee benefits, and overhead.

If the project fails any tests or inspections, retests or reinspections may be required. Retests and reinspections will be billed at the same rates as described above. Retests shall be marked on reports and invoices to help facilitate back charging to the contractor, if allowed by the project contract.

24. Invoicing & Payment: The Consultant shall submit detailed invoices to the County Project Manager/Inspector on a monthly basis. Billings shall include a spreadsheet style listing showing project name, test performed, date performed, personnel or technician performing said test, County Project Manager/Inspector ordering the test, cost per unit and miles and mileage reimbursement. The spreadsheet shall reflect summations of each pertinent category with billing totals, such as (cost per test) x (Number of Tests) + (mileage x

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

mileage rate) = cost per deployment for that day with all items totaled at the bottom of the sheet.

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

EXHIBIT # 1

**STANISLAUS COUNTY PUBLIC WORKS QUALITY ASSURANCE
PROGRAM**



QUALITY ASSURANCE PROGRAM (QAP) County of Stanislaus

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequently if there are changes of the testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITION OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT, and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

MATERIALS LABORATORY

The County will use their own materials laboratory or a private consultant materials laboratory to perform AT on Federal-aid and all other public works projects. The materials laboratory shall be under the responsible management of a California registered Engineer with experience in sampling, inspection and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The materials laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)
2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or Recognized by local governments or private associations.



3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the Cal Trans Methods or a nationally recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications.

Sample locations and frequencies shall be in accordance with the contract specifications. If not so specified in the contract specifications, samples may be taken at the locations and frequencies as shown in **-Attachment #1 (Appendix A, "Acceptance Sampling and Testing Frequencies)**

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the County's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP may be performed on every type of materials test required for the project. Proficiency tests may be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests. All other types of IAP shall be witness tests.

Poor correlation between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the County. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - (1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - (2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials; the time of such sampling shall be varied with respect to the time of the day



insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by fax or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" see **Attachment #6** to the County, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certificates of compliance during construction is found in **Attachment #3 (Appendix B)**. All certificates of compliance shall conform to the requirements of the contract specifications, for examples see **Attachment #4 (Appendix C)**

Should the County request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory, and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory, and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The County shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the County's construction records. The Resident Engineer in charge of the construction function for the County shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See **Attachment # 5 for an example (Appendix D)**

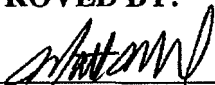
RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. For a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.

When two or more projects are being furnished with identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY:



Matt Machado, Director
Stanislaus County Public Works

4/11/12
Date

58093 6/30/12
(CE# and Expiration Date)



Appendix A - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Portland Cement Concrete

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash (Sampling only)	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75, C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 100 or 500 cu. yd. of PCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.



Appendix A (continued)

Portland Cement Concrete

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	Perform slump testing at a minimum of one test per 100 cu. yd. for Structural Concrete. One test per 500 cu. yd.. otherwise.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	When utilizing a mix design with air entraining admixture, perform test at a minimum of one test per 100 cu. yd. for Structural Concrete.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Perform slump testing at a minimum of one test per 100 cu. yd. for Structural Concrete. One test per 500 cu. yd.. otherwise	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least four concrete cylinders per project. Test for compressive strength at least once for each 100 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 150 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading



Appendix A (continued)

Soils and Aggregate

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No.4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).



Appendix A (continued)

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	One random location for every 2,500 sq. ft.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	One random location for every 2,500 sq. ft.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt plant.	CT 125 ASTM D979 AASHTO T168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt plant.	ASTM D92, D117 AASHTO T48	This test determines the flash point of the Asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D2872, D92 CT 346 AASHTO T240 & T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.



Appendix A (continued)

Asphalt Binder

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F(Centistoke).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D140, D979 CT 125 AASHTO T40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.



Appendix A (continued)

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt placed.	ASTM D88 AASHTO T72	This test determines the Saybolt- Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete)

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense- graded or non-absorptive.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.



Appendix A (continued)

Hot Mix Asphalt (Asphalt Concrete)

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).
Slurry Seals (Testing & Calibration)		Calibrate all trucks to be used on project prior to project start.	CT 109	Calibration of Slurry Trucks



Appendix A (continued)

Steel

Materials to be Sampled or Tested	Sample Size	Recommended Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for prestressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.



Appendix B - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.



Appendix C.1 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
VENDOR'S CERTIFICATE OF COMPLIANCE
MR-0543 (REV. 5/93) NCT-7541-6020-2

PRECAST CONCRETE PRODUCTS OR SOUNDWALL

TO: BILL SYNDER

STATE HIGHWAY ENGINEER
RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:

CEMENT BRAND <u>XYZ CEMENT CO.</u>	MILL LOCATION <u>MIDLAND, CALIFORNIA</u>
TYPE <u>IF MODIFIED</u>	

CHEMICAL ADMIXTURE

1. BRAND <u>ABC ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>
TYPE <u>WATER REDUCER</u>	

2. BRAND	MANUFACTURER
TYPE	

CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE

MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>
-----------------------------------	-------------------

CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

DELIVERY DATE (Ready-Mix) <u>7/7/07</u>	DATES OF FABRICATION (Precast)
--	--------------------------------

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES, (Show size and in. h. of pipe, etc., delivery slip numbers for ready-mix)

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS

A.E.B. READY MIX

By: AUTHORIZED REPRESENTATIVE SIGNATURE

Joe Anderson

FD 93 1839

Original to Res. Engr. Retain Duplicate.

OSP 01 55624



Appendix C.2 - Example of a Certificate of Compliance for Portland Cement (continued)

This is to certify that the

Portland Cement.

Supplied by ABC Cement Company complies with all
requirements for Type II Portland Cement when tested in
accordance with ASTM C - 494.

Local Agency Project No.
HP21L - 5055 - 111

Albert Howakowa
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07 .



**Appendix D - Examples of Materials Certificates/Exceptions
(Signed by the Resident Engineer at the Completion of the Project)**

Federal-aid Project No.: Project HP21L – 5055 – 111

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

7/7/07
(Date)

Note: The signed original of this certificate is placed in the Resident Engineer’s project files and one copy is mailed to the DLAE and filed under “Report of Expenditures.”

See the attachment (next page)



Appendix D (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract Compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

Bill Sanders
Resident Engineer (Print Name)

Bill Sanders
Resident Engineer (Signature)

July 4, 2007
Date



**SAMPLE COVER MEMO
SOURCE INSPECTION REQUEST
FROM LOCAL AGENCY to
CALTRANS' DISTRICT LOCAL ASSISTANCE ENGINEER
(Prepared By Applicant On Applicant Letterhead)**

To: (name)
Caltrans' District Local Assistance Engineer
Caltrans' Local Assistance Office
(district office address)

Date:

Federal-aid Project Number: (if one has been assigned)
Project Description:
Project Location:

Subject: (*Source Inspection for Project Name, County*)

We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand we are responsible for paying for this service provided for by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection: _____

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection")

Any question you might have about the above materials should be directed to: _____, at (phone #) _____

Approved:

(Applicant Representative Name)

District Local Assistance Engineer

(Title)

(Date)

(Local agency, name & address)

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

E X H I B I T # 2

**STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES
MASTER AGREEMENT**

EXHIBIT B
Master Agreement

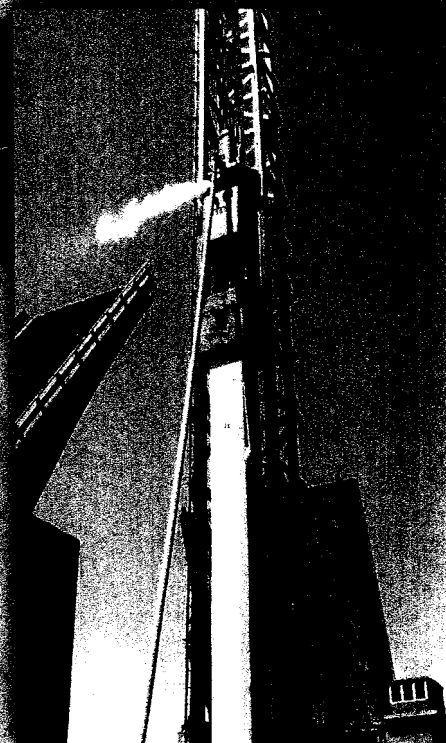
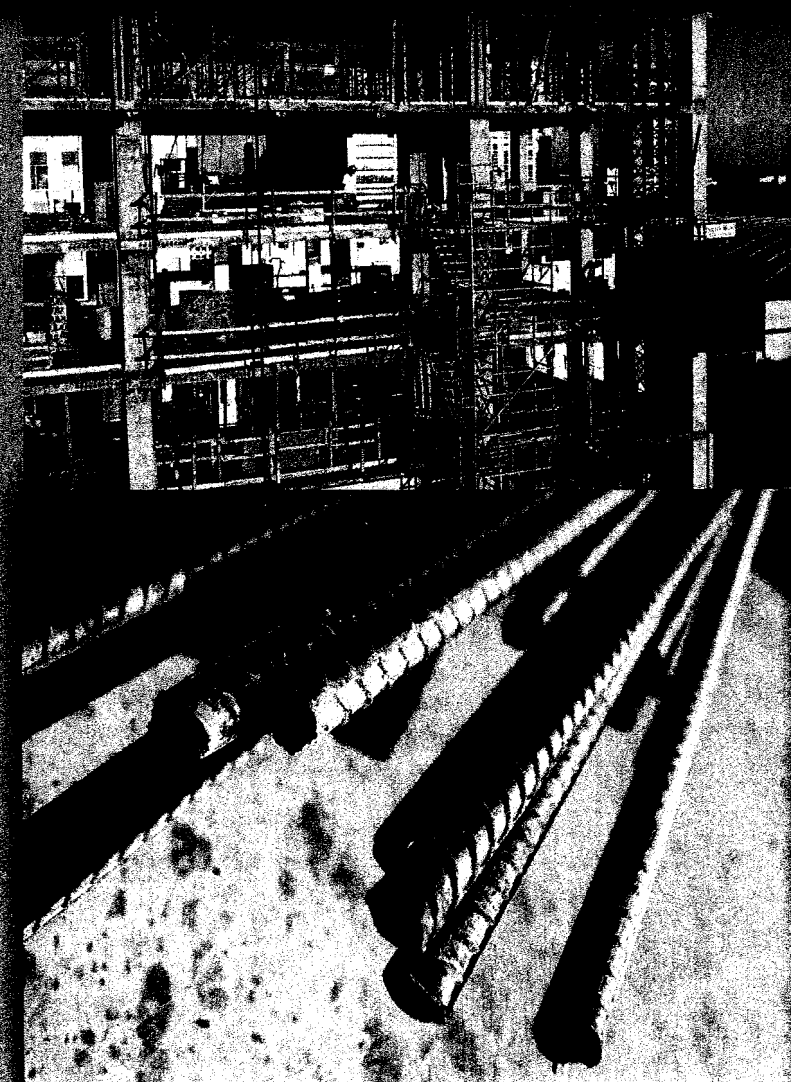
CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL



Statement of Qualifications

MATERIALS TESTING SERVICES

Stanislaus County, California





CORPORATE OFFICE
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

RENO OFFICE
9670 North Virginia Street
Reno, NV 89506
775.626.0300 phone
775.626.0309 fax

May 3, 2012

Mr. Bryan Voyles
Stanislaus County
Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Request for Proposal

MATERIALS TESTING SERVICES

Stanislaus County, California
WKA No. 45PR1256

Wallace-Kuhl and Associates is pleased to submit this statement of qualifications to provide Materials Testing Services for public works projects for Stanislaus County. This Statement of Qualifications is submitted in response to the Request for Proposals (RFP) from Stanislaus County dated April 16, 2012.

Wallace-Kuhl and Associates (WKA) has been providing geotechnical engineering, environmental engineering and earthwork and construction materials testing services to public and private clients in the Northern California for over 24 years. We have provided the sampling and testing services described in the RFP for public works and private projects for many municipal and private sector clients, including Stanislaus County. We have worked on projects including underground utility construction, street and pavement construction and repairs, transportation structures, levees and dams, and a wide variety of buildings. We regularly provide our services for projects constructed to various City / County and other local jurisdiction standards; US Army Corps of Engineers requirements; Federal Highway requirements; and, Caltrans standards.

Overview

WKA's exceptional staff brings a wealth of knowledge, comprehensive experience and skills to every project. Quality is placed foremost in our goals and is achieved through the following steps:

- We implement a project specific, effective quality assurance program with active participation by all personnel.
- We include quality assurance procedures as a routine part of the project work, and not just at the completion of work tasks.
- We consider all aspects of work on the project that have an impact on quality, including technical standards and review, effective communication, and thorough project management.
- We commit key staff and resources needed to achieve the quality goals and objectives that WKA and our client set for the project.

Our experience has been that most public works projects require sampling and testing of construction materials including soils, aggregates, asphalt concrete, concrete, masonry and structural steel.

For most projects, we anticipate working with the County's lead inspector for the specific project, but we can also provide special inspection services as requested.

Our function as the Materials Testing agency will be to provide support to the County by sampling construction materials in accordance with appropriate standards; performing rapid, accurate testing to the required standard test methods; and, preparing and transmitting clear test reports in a timely manner.

We immediately notify our clients of failed tests and inspections or potential problems on projects, passing the information on to the contractor and/or design team as authorized.

We can respond to field testing requests with highly qualified technicians within 24 hours of notification. Laboratory testing will be started within 24 hours of receipt of samples, and test results reported within 24 hours of test completion.

Our firm is very experienced with the lab and field testing of soils, concrete and asphalt that will make up the majority of the on-call materials testing services. Both our lab and field personnel are experienced and highly qualified, maintaining current certifications for their areas of expertise. We understand that assuring rapid response to requests for sampling and testing services is essential to keeping a project moving. Our experience has been that disputes regarding sampling and testing of construction materials can be minimized by using only qualified, certified personnel and equipment to perform all our services. When all parties are confident the sampling and testing has been performed properly and promptly reported, solutions to problems can be reached quickly.

We also provide geotechnical engineering and special inspection services to a wide variety of public and private clients. We regularly prepare geotechnical engineering reports for buildings, park projects, and pavements. We have a number of certified special inspectors and are also involved in forensic investigations to help in dispute resolution.

Work Plan

Our basic work plan starts when the County's representatives call our office and we respond with qualified personnel to provide the testing and inspection services that are requested. All our work for the



County will be performed out of our Stockton Office. Combined with our West Sacramento office we have over 40 qualified special inspectors and materials testers, two technicians in a full-service laboratory, and seven civil and geotechnical engineers. While we request 24 hour notice to schedule our technicians, we usually have technicians available on short notice for same-day service. Our technicians are available for weekend and night work when necessary.

We would set up separate files and billing for each County project, in order to provide documentation of our test results and invoices that clearly identify the specific project that they represent. Most municipal clients have specific project numbers, which are included in all our documentation for each project. Our accounting and invoicing system is set up to clearly identify any retesting and reinspection costs, so the county is aware of these costs and can choose to back-charge the contractor if appropriate.

Rate Schedule

We have attached our current 2012 Prevailing Wage Schedules of Fees that detail our fees for field inspection and testing, laboratory testing and professional services. These Schedules address minimum charge times, travel time, overtime and weekend work. We will compensate all personnel in accordance with State of California prevailing wage requirements for "public works" projects.

Project Team and References

Our Project Team organization, team members' qualifications and experience, and their tasks for this project are described below, with detailed resumes attached. All of the key personnel described below have participated in many similar projects and all have worked for WKA at least five years, most over 15 years. The sampling and testing experience and expertise our firm has developed over the years remains within our company.

The Principal in Charge will be David Redford, GE, with responsibility for engineering oversight over the laboratory, administration, reporting and special inspection services. Edward Uhlir, GE will provide geotechnical engineering consulting and will coordinate earthwork observation and testing services for the project. David Hunn, GE are responsible for day-to-day operations and field work scheduling for the construction materials and laboratory departments.

Mr. Redford will also be the contact for any special projects. He is a registered geotechnical engineer with experience in forensic investigations and report preparation for pavement and building design. Mr.




David Gius, Jr., a geotechnical engineer and President of Wallace-Kuhl & Associates, has significant experience with geotechnical engineering reports in the Central Valley and would likely be involved in any such reports requested by the County.

We have attached resumes for the staff listed above in the "Work Plan" section. All of these people have worked on on-call contracts, providing the services described in the RFP for Stanislaus County. All of these individuals have an excellent combination of experience, certifications and licensing.

All our field and laboratory technicians that will work on this project maintain current certifications from CALTRANS, American Welding Society (AWS), American Concrete Institute (ACI), National Institute for Certification in Engineering Technologies (NICET), and the International Code Council (ICC) appropriate to their duties. We have attached a list of technicians with their certification information.

WKA has a detailed program for assuring equipment calibration and quality assurance for our services. This is required by our accreditations. WKA is in compliance with the requirements of ASTM E329, Standard Practice for Use in the Evaluation of Testing and Inspection Agencies as Used in Construction and AASHTO R18, Establishing and Implementing a Quality System for Construction Materials Testing Laboratories. Our laboratory is regularly inspected by the Cement and Concrete Reference Laboratory (CCRL), AASHTO Materials Reference Laboratory (AMRL) and is accredited by the American Association of State Highway and Transportation Officials (AASHTO). WKA participates in the Independent Assurance Reference Sample programs administered by AASHTO and Caltrans for soils, concrete, masonry, rebar, aggregates, and asphalt concrete.

One thing that distinguishes our firm from our competitors is our high level of engineering expertise. We are not a "testing only" firm. Our staff includes seven registered civil and geotechnical engineers with years of experience with public works projects and local soils. WKA engineers are available in person, by phone, and by radio to deal with problems or questions related to soils and construction testing and inspection. We often assess wet, unstable pavement subgrade soil conditions and provide practical engineering and stabilization solutions that keep construction on schedule at the lowest cost. You don't get just a testing technician from WKA, you get solid engineering backup.

Agreement 

We have read the Standard Design Services Agreement attached to the RFP document. We understand that we will enter into an Agreement for Special Services, and routinely do so for our other public sector clients.



Request for Proposal
MATERIALS TESTING SERVICES
Stanislaus County, California
May 3, 2012

Page 5

We are willing to negotiate the terms of the agreement with Stanislaus County Department of Public Works to create a fair and complete agreement consistent with the services to be provided.

The only items we noted at this time that may need to be edited are in Section 5.0 INSURANCE. Section 5.1(a) of the standard agreement requires \$2,000,000 combined single limits, per occurrence and aggregate for comprehensive general liability coverage. We carry \$1,000,000 per occurrence and \$2,000,000 annual aggregate. But we have been informed that our \$5,000,000 excess liability policy would cover the gap.

We also note in Section 5.1(d) that the E & O coverage is required to be on an "occurrence" basis. Our coverage, like most other professional service companies, is written on a "claims-made" basis.

Thank you for your consideration. Please contact me if you have any questions or require further information.

Wallace-Kuhl and Associates



David R. Gius, Jr., GE, CEG
President / Principal Engineer

Attachments: RFP Worksheet for Testing & Inspection Services
Project References
Resumes
Technician Certifications
Laboratory Accreditations
2012 Prevailing Wage Schedules of Fees DP, EP and E1P



**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

Attached is the RFP Worksheet for Testing & Inspection Services. In order to provide "per test costs" normally billed on an hourly basis, we have assumed the number of hours to perform each test and have included all travel time and expenses. Assumed hours are indicated in the *Price Per Test* column of the worksheet as follows.

** Based on three hours per test*

*** Based on two hours per test*

**** Based on six hours per test*

For tasks billed on an hourly basis (see Test No. 1 – 4) we will bill the hourly services on a portal-to-portal basis from our nearest office. Billing will be determined using the attached Schedule of Fees. Please be aware the construction schedule and the contractor's efficiency affects the number of site visits - and the cost - required for our services.



SCHEDULE OF FEES DP

EARTHWORK TESTING 2012

Administrative Assistant	\$ 65.00/hr.
Soil Tester	\$ 90.00/hr.
Field Supervisor	\$ 90.00/hr.
Project Manager	\$ 115.00/hr.
Staff Engineer or Geologist	\$ 115.00/hr.
Senior Staff Engineer or Geologist	\$ 120.00/hr.
Project Engineer or Geologist	\$ 130.00/hr.
Senior Project Engineer or Geologist	\$ 145.00/hr.
Senior Engineer or Geologist	\$ 155.00/hr.
Principal Engineer or Geologist	\$ 185.00/hr.
Vehicle Charge <i>(Subject to periodic adjustment due to fuel cost)</i>	\$ 0.75/mile
Subsistence Lodging	\$ 55.00/day Cost
Premium Charges	
Overtime (Saturdays and over 8 hours in one day)	add \$ 44.00/hr.
Sunday and Holidays	add \$ 60.00/hr.
Compaction Characteristics: Laboratory moisture/density relationship	
	ASTM D 698
	Methods A \$ 190.00 each
	Methods B, C & D \$ 200.00 each
	ASTM D 1557
	Method A \$ 230.00 each
	Method B, C & D \$ 240.00 each
	CT 216 \$ 240.00 each

NOTES:

- 1) A two hour minimum charge will apply to field technician services with the following exceptions:
 - a) Single trip pickup and delivery services, where a one hour minimum will apply.
 - b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.
- 2) A \$20.00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.
- 3) Work performed after 3 pm may be subject to overtime rates regardless of the number of hours spent on the job.



SCHEDULE OF FEES EP

MATERIALS TESTING AND SPECIAL INSPECTION

2012

Administrative Assistant	\$ 65.00/hr.
Materials Tester	\$ 85.00/hr.
Steel/Welding Inspector	\$ 90.00/hr.
Field Supervisor	\$ 100.00/hr.
ASNT Level III Technician	\$ 110.00/hr.
Project Manager	\$ 115.00/hr.
Staff Engineer	\$ 115.00/hr.
Project Engineer	\$ 130.00/hr.
Senior Project Engineer	\$ 145.00/hr.
Senior Engineer	\$ 155.00/hr.
Principal Engineer	\$ 185.00/hr.
Vehicle Charge (Subject to periodic adjustment due to fuel cost)	\$ 0.75/mile
Subsistence	\$ 55.00/day
Lodging	Cost
Premium charges	
Overtime (Saturdays and over 8 hours in one day)	add \$ 44.00/hr.
Sunday and Holidays	add \$ 60.00/hr.
Equipment rental, freight, special materials	Cost + 20%
Outside services	Cost + 20%

NOTES:

- 1) A two hour minimum charge will apply to field technician services with the following exceptions:
 - a) Single trip pickup and delivery services, where a one hour minimum will apply.
 - b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.
- 2) A \$20.00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.
- 3) Work performed after 3 pm may be subject to overtime rates regardless of the number of hours spent on the job.



SCHEDULE OF FEES EP
 MATERIALS TESTING AND OBSERVATION
 2012

CONCRETE TESTING

		Quotation Upon Request
Concrete Mix Design or Review		
Placement Inspection, Batch Plant Inspection and Casting of Concrete Test Specimens	ASTM C192	\$ 85.00/hr.
Compression Tests	ASTM C39	
6" x 12" concrete cylinder		\$ 27.00 each
6" x 12" concrete cylinder handled & cured, NOT tested		\$ 24.00 each
3" x 6" lightweight insulating concrete cylinder		\$ 33.00 each
Concrete cores, including trim	ASTM C42/C39	\$ 70.00 each
Shotcrete Cores	ASTM C42/C39	\$ 50.00 each
High Strength Grout Cubes	ASTM C109	\$ 35.00 each
Flexural Strength, concrete beams	ASTM C78,C293	\$ 90.00 each
Unit Weight of Hardened Concrete	ASTM C567, C495	\$ 50.00 each
Splitting Tensile Tests	ASTM C496	\$ 65.00 each
Laboratory Drying Shrinkage Test (set of 3)	ASTM C157	\$ 475.00/set
Concrete Cylinder Molds (6" x 12")		\$ 4.00 each
Epoxy anchors - visual inspection of installation		\$ 85.00/hr.
Concrete Anchor Proof Load Testing		*
R-Meter (Pachometer) Testing		*
Schmidt Hammer Testing (Rebound number)	ASTM C805	*
Floor Flatness (F-number testing)	ASTM E1155	*
Concrete Coring	ASTM C42	*
Floor Slab Moisture Emission Test	ASTM F1869	**
Floor Slab Relative Humidity Test	ASTM F2170	*
* Technician(s) time plus \$30/hr. premium for equipment use		
** Technician(s) time plus \$30 per calcium chloride test kit		**



SCHEDULE OF FEES *EP*
 MATERIALS TESTING AND SPECIAL INSPECTION
 2012

STEEL TESTING

Steel/Welding Inspector – rebar placement and welding inspection		\$ 90.00/hr.
High Strength Bolt Observation/Testing		\$ 90.00/hr.
Ultrasonic, Magnetic Particle and Liquid Penetrant Testing		\$ 100.00/hr.
High Strength Bolt Assembly Laboratory Hardness Testing (Bolt, Nut, Washer)	ASTM E18	\$ 45.00 each
Bolt Tensile Strength Testing (Wedge Tension Method)	ASTM F606	\$ 62.00 each
Structural Steel Tensile Test Up to 3/4"	ASTM A370	\$ 70.00 each
Sizes Larger than 3/4"		\$ 95.00 each
Machining of Test Specimens		cost plus 20%
Welding Qualification		
Welder Qualification Test		\$ 90.00/hr.
Guided Bend Test	ASTM E190	\$ 75.00 per test
Macroetch Test		\$ 75.00 per test
T Bend Test		\$ 75.00 per test
Report Preparation (per position, per person)		\$ 95.00 each
Field Sampling and Tagging of Steel		\$ 85.00/hr.
Fireproofing Observation, Testing		\$ 85.00/hr.
Fireproofing Unit Weight	ASTM E605	\$ 65.00 each

REINFORCING STEEL TESTING

Tensile Tests		
Up to Size No. 7	ASTM A370	\$ 70.00 each
From No. 8 through 14	ASTM A370	\$ 95.00 each
Bend Tests	ASTM A370	\$ 35.00 each
Machining of Specimens		Cost + 20%
Field Sampling and Tagging of rebar		\$ 85.00/hr
Post Tension Tendons	ASTM A370	
	ASTM A416	\$ 95.00 each



**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

Testing & Inspection services may include, but not be limited to the following items:

TEST NO.	TESTING / INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
1	HOURLY RATE FOR SOIL TECHNICIAN CALTRANS I.A. CERTIFIED WITH NUCLEAR DENSITY GAUGE	\$90/hour	Preliminary Report left on-site
2	HOURLY RATE FOR A.C.I. FIELD TESTING TECHNICIAN – GRADE 1	\$85/hour	Preliminary Report left on-site
3	HOURLY RATE FOR ASPHALT TECHNICIAN CALTRANS I.A. CERTIFIED	\$90/hour	Preliminary Report left on-site
4	HOURLY RATE FOR I.C.B.O. / A.W.S. SPECIAL INSPECTOR (CONCRETE / MASONRY / WELDING)	\$85/hour – Concrete/Masonry \$90/hour - Welding	Preliminary Report left on-site
5	FIELD COMPACTION TESTS USING CALIFORNIA 231 TEST METHOD (NUCLEAR GAUGE TESTING WITH MINIMUM OF 3 NUCLEAR SHOTS PER TEST INCLUDING MOISTURE – ROAD WORK)	\$270*	Preliminary Report left on-site
6	LABORATORY COMPACTION TEST USING CALIFORNIA 216 TEST METHOD (PART II MAX WET DENSITY & PERCENT RELATIVE COMPACTION)	\$240 each	1 Day
7	AGGREGATE TESTING USING CALIFORNIA 202 METHOD OF TESTS FOR SIEVE ANALYSIS OF FINE AND COURSE AGGREGATES)	\$100 Fine \$100 Course	1 Day
8	AGGREGATE TESTING USING CALIFORNIA 205 METHOD FOR DETERMINING PERCENTAGE OF CRUSHED PARTICLES	\$460	3 Days
9	SAND EQUIVALENT USING CALIFORNIA 217 TEST METHOD	\$95 each	1 Day
10	BULK SPECIFIC GRAVITY & DENSITY OF BITUMINOUS MIXTURES USING CALIFORNIA 308 TEST METHOD	\$90/pt. @ 5 Points	1 Day
11	DETERMINATION FO ASPHALT BINDER CONTENT FO BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD USING CALIFORNIA 382 TEST METHOD	\$230 each	1 Day
12	RESISTANCE "R" VALUE OF TREATED AND UNTREATED BASES, SUBBASES, AND BASEMENT SOILS BY THE STABILOMETER TEST USING CALIFORNIA 301 TEST METHOD	\$235 Untreated \$290 Treated	2 Days 3 Days

* Based on three hours

** Based on two hours

*** Based on six hours

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

TEST NO.	TESTING / INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
13	GRAB BAG SOIL SAMPLING PICKUP (UP TO 75 POUNDS) WITHIN STANISLAUS COUNTY – PER SITE (EACH)	\$180**	0
14	COMPRESSION STRENGTH OF MOLDED CONCRETE CYLINDERS USING CALIFORNIA 521 TEST METHOD	\$27 per Cylinder	Results sent same day of testing
15	ASTM D6938-8, "STANDARD TEST METHOD FOR IN-PLACE DENSITY & WATER CONTENT OF SOIL & SOIL-AGGREGATE BY NUCLEAR METHODS"	\$270*	Preliminary Report left on-site
16	ASTM D1557-07, "STANDARD TEST METHODS FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT"	\$230 each	1 Day
17	SAMPLING FRESH CONCRETE USING CALIFORNIA 539 TEST METHOD; AND MAKING HANDLING, AND STORING CONCRETE COMPRESSIVE TEST SPECIMENS IN THE FIELD USING CALIFORNIA 540 TEST METHOD	\$255*	Preliminary Report left on-site
18	CONCRETE CYLINDER PICKUP PER SET OF CYLINDERS WITHIN STANISLAUS COUNTY (EACH)	\$170**	0
19	CALTRANS TEST METHOD 366, "STABILOMETER VALUE"	\$140/pt. @ 3 Points	1 Day
20	CALTRANS TEST METHOD 367, "OPTIMUM BITUMEN CONTENT"	\$520 per Report	1 Day
21	CALTRANS TEST METHOD 370, "MOISTURE CONTENT OF BITUMINOUS MIXTURES OR GRADED MINERALS AGGREGATES USING MICROWAVE OVENS"	\$25 each	1 Day
22	CALTRANS TEST 375, "RELATIVE COMPACTION OF ASPHALT CONCRETE IN PLACE"	\$270*	Preliminary Report left on-site
23	CALTRANS TEST 202, "SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES"	\$100 Fine \$100 Course	1 Day
24	ASTM D4318, "PLASTICITY INDEX"	\$145 each	2 Days

* Based on three hours

** Based on two hours

*** Based on six hours

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

TEST NO.	TESTING / INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
25	ASTM D422, "SIEVE ANALYSIS OF SOIL"	\$100 each	1 Day
26	CALTRANS TEST METHOD 382, "ASPHALT DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD"	\$230 each	1 Day
27	CHEMICAL TESTING OF TREATED AND UNTREATED SOILS AND AGGREGATE BASES; ASTM TEST METHOD D2170; "KINEMATIC VISCOSITY"; ASTM TEST METHOD 2171, "ABSOLUTE VISCOSITY"; AND ASTM D5, "PENETRATION"	D2170 - \$120 D2171 - \$120 D5 - \$90	3 Days
28	PERCOLATION TESTING TO DETERMINE SOIL'S PERCOLATION RATE (FOR TRENCH AND BED PERCOLATION)	\$780	5 Days

** Based on three hours*

*** Based on two hours*

**** Based on six hours*

Request for Proposal
MATERIALS TESTING SERVICES
Stanislaus County, California

Public Works References

Mr. Jon Blank, PE

City of Sacramento, Department of Transportation

915 – I Street, Suite 200

Sacramento, California 95814

916.808.7914

jblank@cityofsacramento.org

Projects:

On-Call Testing - primarily streets, pipelines and transportation structures.

Mr. Yadi Kavakebi, AIA

City of Sacramento, Department of General Services

5730 - 24th Street, Building 4

Sacramento, California 95822

916.808.8432

ykavakebi@cityofsacramento.org

Projects:

Natomas Public Library, On-Call Testing – primarily buildings and structures.

Mr. Drew Gidlof

City of West Sacramento

1110 West Capitol Avenue

West Sacramento, California 95691

916.617.4515

drewg@cityofwestsacramento.org

Projects:

West Sacramento Community Center, Capitol Boulevard Streetscape, On-Call Testing for public works projects.



Public Works References

Mr. Chris Brady, PE

Stanislaus County

1716 Morgan Road

Modesto, California 95358

209.262.5887

bradyc@stancounty.com

Projects:

On-Call Testing, Shiloh Road Bridge

Earthwork and Construction Materials Testing & Inspection.

Mr. Dennis Day

City of Sacramento, Parks & Recreation Department

915 – I Street, 5th Floor

Sacramento, California 95814

916.808.5996

dday@cityofsacramento.org

Projects:

On-Call Testing and geotechnical engineering for various Park improvement projects.

Ms. Sheri Noblett

Cosumnes Community Services District

8820 Elk Grove Blvd., Suite 3

Elk Grove, California 95624

916.405.5337

sherinoblett@csdparks.com

Projects:

On-Call Testing and geotechnical engineering for various Park improvement projects.

Mr. Stan Manza

City of Sacramento, Parks & Recreation Department

915 – I Street, 5th Floor

Sacramento, California 95814

(916) 808-5996

SManza@cityofsacramento.org

On-Call Testing and geotechnical engineering for various Park improvement projects.



DAVID R. GIUS, JR.

PRESIDENT / PRINCIPAL ENGINEER

Mr. Gius has over 24 years of experience in geotechnical engineering and has been the project engineer and managing engineer for projects since 1986. His projects have included geotechnical and geologic studies for schools, hospitals, fire stations, commercial/industrial projects, theaters, apartment complexes, and residential subdivisions. Mr. Gius has performed numerous site-specific ground response studies for earthquake analyses of structures as well as forensic analyses of distressed structures in the Sacramento Valley. Mr. Gius received his Bachelor of Science in Geology and Master of Science in Civil Engineering from San Jose State University. His studies concentrated on the fields of engineering geology, geotechnical engineering and open-channel hydraulics.

Mr. Gius is a member of the American Society of Civil Engineers, the Association of Engineering Geologists, the Earthquake Engineering Research Institute, the Structural Engineering Association of Central California, and is a past president (1999-2000) of the California Geotechnical Engineering Association (CalGeo). Mr. Gius has served as a subject matter expert for the Geotechnical Engineering, Professional Geologist and Certified Engineering Geologist exams for California.

HIGHER EDUCATION:

San Jose State University
Master of Science, Civil Engineering (1989)
San Jose State University
Bachelor of Science, Geology (1984)

EXPERIENCE:

2/90 - Present	Wallace - Kuhl & Associates, Inc. President/ Senior Geotechnical Engineer/Senior Engineering Geologist
9/86 - 2/90	Jo Crosby & Associates Staff Engineer/Staff Geologist
3/85 - 9/86	Peter Kaldveer and Associates Engineering Technician II

PROFESSIONAL REGISTRATIONS:

Registered Geotechnical Engineer No. 2318; California
Registered Civil Engineer No. 49098; California
Registered Geologist No. 5272; California
Certified Engineering Geologist No. 1681; California
Registered Professional Engineer No. 18385; Nevada

DAVID A. REDFORD, P.E.

SENIOR ENGINEER

PROFESSIONAL REGISTRATION:

Registered Geotechnical Engineer No. 2503; California

Registered Civil Engineer No. 51122; California

Registered Professional Engineer No. 18742; Nevada

Certified Engineering Technician No. 73753, NICET

HIGHER EDUCATION:

M.S. Civil Engineering, University of California, Davis

B.S. Civil Engineering, University of Nevada, Reno

EXPERIENCE:

5/94 - Present	Wallace - Kuhl & Associates Senior Engineer
6/91 - 5/94	Alpha Engineering Group Project Structural Engineer
5/90 - 12/90	Wallace - Kuhl & Associates, Inc. Field Engineer
6/80 - 5/90	Sergent, Hauskins, and Beckwith CDS Engineering Corporation F.M. Fox and Associates Engineering Technician to Senior Technician

PROFESSIONAL AFFILIATIONS:

Structural Engineers Association of California (SEAOC)

American Concrete Institute (ACI)

ASTM International, Committees C09 and D18

Division of the State Architect Advisory Board

Mr. Redford has provided geotechnical and materials consulting engineering and supervised laboratory testing and special inspection services for a wide variety of Public Works projects in California over the past 20 years. He is very knowledgeable of federal, state and local codes and standards typically required for Public Works projects. He has supervised on-call testing services for over 20 public-sector clients.

PUBLIC WORKS PROJECTS:

Caltrans Seismic Bridge Retrofit Projects, various California locations

Sacramento River Crossings, North and South Tunnels, California

Freeport Pipeline Segment 3, Sacramento County, California

TRLIA Feather River Setback Levee, Yuba County, California

City of Vacaville Intersection Improvements, California

SRCS D Lower Northwest Interceptor Project, Sacramento and Yolo Counties, California

Serrano Development Infrastructure, El Dorado Hills, California

Capay Dam Apron Replacement, Capay, California



CORPORATE OFFICE
3050 Industrial Boulevard
West Sacramento, CA 95691
916.372.1434 phone
916.372.2565 fax

DAVID T. HUNN, P.E.
PROJECT ENGINEER

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

HIGHER EDUCATION:

RENO OFFICE
9670 North Virginia Street
Reno, NV 89506
775.626.0300 phone
775.626.0309 fax

California State University, Sacramento
Master of Science, Civil Engineering (2007)

California Polytechnic State University, San Luis Obispo
Bachelor of Science, BioResource and Agricultural Engineering (2002)

EXPERIENCE:

June 2001 - Present Wallace - Kuhl & Associates, Inc.
Project Engineer

Mr. Hunn's experience includes laboratory and field testing of soil and earthwork construction; laboratory and field testing and inspection of construction materials; and supervision of a soils, concrete, asphalt, masonry, and steel testing laboratory for residential, commercial, school, hospital, and governmental projects.

PROFESSIONAL REGISTRATION:

Registered Civil Engineer, No. 67803 (California)

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers (ASCE)

MAJOR PROJECTS:

Highway 4 Improvements, Stockton
Highway 88 Encroachment, Martell
Highway 104 Encroachment, Martell
San Juan Unified School District Pavement Projects – Multiple Schools in 2003 through 2007
Roseville Fire Station No. 4 Pavement Evaluation
Antelope Meadows Elementary School Pavement Evaluation
Sacramento City Unified School District Pavement Projects – Multiple Schools in 2008
East Bay Mud – Clay Station Road Existing Pavement Evaluation
926 J Street Seismic Retrofit – Pavement Design
Freeport Pipeline Segment 3 Existing Pavement Evaluation
Smythe Elementary School Parking Lot Addition
San Juan Unified School District Bus Facility Pavement Repair
South Cape Homeowners Association Existing Pavement Evaluation
Center High School / Junior High School Pavement Project

EDWARD J. UHLIR

DIRECTOR OF EARTHWORK SERVICES

STOCKTON OFFICE
3422 West Hammer Lane, Suite D
Stockton, CA 95219
209.234.7722 phone
209.234.7727 fax

HIGHER EDUCATION:

California State University, Sacramento
Master of Science, Civil Engineering (1989)
University of California, Davis
Bachelor of Science, Civil Engineering and Geology (1978)

RENO OFFICE
9670 North Virginia Street
Reno, NV 89506
775.626.0300 phone
775.626.0309 fax

EXPERIENCE:

05/11 - Present	Wallace - Kuhl & Associates, Inc. Director of Earthwork Services
6/04 - Present	Wallace - Kuhl & Associates, Inc. Senior Engineer
4/95 - 6/04	Wallace - Kuhl & Associates, Inc. Project Engineer
4/91 - 4/95	BSK & Associates Manager of Geotechnical Services
1/80 - 4/91	Anderson Geotechnical Consultants, Inc. Project Manager and Project Engineer

PROFESSIONAL REGISTRATIONS:

Registered Geotechnical Engineer No. 2163; California
Registered Civil Engineer No. 35598; California
Certified Engineering Geologist No. 1275; California
Professional Geologist No. 4008; California

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers
Association of Engineering Geologists
Society for Mining, Metallurgy and Exploration

RELATED PROJECTS:

Whitney Ranch Reservoir, Placer County
Ione Wastewater Treatment Plant, Amador County
Roseville Wastewater Treatment Plant, Placer County
Lake of the Pines Wastewater Treatment Plant, Nevada County
Robley Point Hydroelectric Project, Butte County
Regional Sewer Pipeline, Western Placer County
Bickford Ranch Storm Water Retention Ponds, Placer County
Wyandotte Dam, Butte County
Morrison Creek Dam, Sacramento County

WALLACE-KUHL & ASSOCIATES SPECIAL INSPECTORS

Updated February 2012	ACI	AWS	ASNT	ICC	ICC	ICC	ICC	ICC	ICC	ICC	DSA	CAL
	GRADE 1	CWI	NDT	WELDING	BOLTING	STEEL	CONCRETE	MASONRY	PRESTRESS	FIREPROOFING	MASONRY	TRANS

Butler, John							X	X	X	X	X	
CERT #	01066192						5042198-88	5042198-84	5042198	5042198	5519	
EXPIRE DATE	05/14/2016						8/29/2014	8/29/2014	10/14/2014	8/29/2014	4/1/2014	

Castaneda, Marcos	X					X	X	X				
CERT #	01008926					5217775-85	5217775-48	5217775-X4				
EXPIRE DATE	01/24/2014					5/5/2013	5/5/2013	5/5/2013				

Edgar, Bobby	X						X	X	X			X
CERT #	01075357						5284149-48	5284149-84	5284149			Various CTM
EXPIRE DATE	12/10/2016						1/23/2013	1/23/2013	8/17/2013			01/25/2013

Gaub, Greg	X											X
CERT #	01107813											Various CTM
EXPIRE DATE	11/21/2014											01/25/2013

Goddard, Danny	X											X
CERT #												Various CTM
EXPIRE DATE												01/25/2013

Harmon, Mike	X				X	X	X	X	X			
CERT #	01076222				5246742-S1	5246742	5246742-48	5246742-X4	5246742-92			
EXPIRE DATE	04/09/2016				5/13/2013	5/5/2013	6/24/2013	5/5/2013	5/10/2014			

Langlois, Peter	X	X					X	X		X		
CERT #	00985805	96041111					0816627-88	0816627-X4		0816627-86		
EXPIRE DATE	12/10/2016	4/1/2014					11/22/2012	11/22/2012		11/22/2012		

Lesan, Jason	X				X	X	X	X	X	X	X	X
CERT #	149996				5211582-S1	5211582-85	5211582-49	5211582-X4	5211582-89	5211582-86	5465	Various CTM
EXPIRE DATE	5/10/2013				9/26/2012	9/26/2012	9/26/2012	9/26/2012	9/26/2012	9/26/2012	2/23/2014	01/25/2013

Mendenhall, William	X				X		X	X	X			X
CERT #	00123703				5106578-S1		5106578-49	5106578-84	5106578-92			Various CTM
EXPIRE DATE	10/20/2012				7/29/2014		7/29/2014	7/29/2014	7/29/2014			01/25/2013

WALLACE-KUHL & ASSOCIATES - EARTHWORK TECHNICIANS

Updated: February 2012	NUCLEAR GAUGE	NICET	ICC SOILS	CAL TRANS	ACI CONCRETE
Chatterton, Orville	X	X		X	X
CERT #	088213	109461		Various CTM	00053413
EXPIRE DATE	N/A	09/01/2012		01/25/2013	12/11/2015
Dean, Jim	X	X			X
CERT #	37097	105845			01209269
EXPIRE DATE	N/A	08/01/2014			02/26/2016
Gregorio, Rob	X	X		X	X
CERT #	082666	105851		Various CTM	01204494
EXPIRE DATE	N/A	RENEWAL PENDING		01/25/2013	12/11/2015
Proctor, M. Todd	X	X	X		
CERT #	2478	107715	8049858-EC		
EXPIRE DATE	N/A	04/01/2012	12/16/2012		
Robertson, Richard	X	X		X	X
CERT #	43568	117005		Various CTM	01204503
EXPIRE DATE	N/A	RENEWAL PENDING		01/25/2013	12/11/2015
Schmidt, Jason	X	X		X	X
CERT #	46107	1199830		Various CTM	01076588
EXPIRE DATE	N/A	06/01/2013		01/25/2013	06/12/2015



Division of the
State Architect

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Headquarters Office

1102 Q Street, Suite 5100 | 916.445.8100
Sacramento, CA 95811 | 916.445.3521
www.dsa.dgs.ca.gov

September 1, 2011

Mr. Gary Barmby
Wallace-Kuhl and Associates
3422 W. Hammer Lane, Suite D
Stockton, CA 94612

NOTICE OF ACCEPTANCE – LEA 227

Dear Mr. Barmby:

We are pleased to inform you that the Division of the State Architect (DSA) has accepted the facility referenced above into the Laboratory Evaluation and Acceptance (LEA) program.

The referenced facility may provide the construction material testing and inspection services indicated on the attached list for projects under the jurisdiction of DSA, which includes public schools (grades K-12 and community colleges) and State-owned or leased essential service buildings. LEA information for your facility will be posted on the DSA website (www.dsa.ca.gov; click on "Testing Laboratories").

This acceptance is valid until **August 3, 2015** and is contingent on continued compliance with the following LEA program requirements. Please take time to review this correspondence with members of your staff that might be unfamiliar with our requirements.

1. **Mr. David Hunn (RCE# 67803)** is the approved full-time engineering manager responsible for the testing and inspection services listed. You must notify DSA prior to any change in engineering managerial responsibility.
2. The facility shall continue to receive biennial on-site assessments by AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) as applicable to the services offered at the facility. Please submit future reports and evidence of deficiency correction to the DSA, as they become available.
3. The facility shall maintain current participation in AMRL and CCRL proficiency sample programs. Please submit future reports and an explanation of low ratings to DSA, as they become available.
4. The facility shall maintain all test equipment and records in accordance with applicable, current American Society for Testing and Materials (ASTM) standards.
5. The facility shall provide laboratory and field testing personnel who are adequately trained, supervised and currently certified as required by the latest ASTM or other recognized standards.

Sacramento
Regional Office
1102 Q Street, Suite 5200
Sacramento, CA 95811
7 916.445.8730

Oakland
Regional Office
1515 Clay Street, Suite 1201
Oakland, CA 94612
7 510.622.3101

Los Angeles
Regional Office
700 N. Alameda St., Suite 5-500
Los Angeles, CA 90012
7 213.897.3995

San Diego
Regional Office
10920 Via Frontera, Suite 300
San Diego, CA 92127
7 858.674.5400

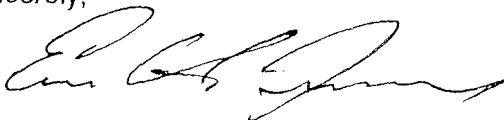
6. Masonry inspectors assigned to projects under DSA jurisdiction shall have passed DSA's masonry inspector examination and be specifically approved for each project by the DSA field engineer.
7. Welding inspectors assigned to projects under DSA jurisdiction shall hold current American Welding Society (AWS) Certified Welding Inspector (CWI) or Senior CWI certification and be specifically approved for each project by the DSA field engineer.
8. The facility's Nondestructive Testing (NDT) program shall be supervised by an individual currently certified by the American Society for Nondestructive Testing (ASNT) as NDT Level III in applicable methods. Such certification shall have been obtained through ASNT by testing, not by employer or self-certification.
9. The facility's NDT written practice and procedures shall conform to the requirements of ANSI/ASNT CP-189, 2006, and be approved by the supervising Level III. All NDT technicians assigned to projects under DSA jurisdiction shall hold current level II or greater certification, in accordance with the requirements of CP-189.
10. The laboratory facility shall provide test, inspection and verified reports in accordance with the requirements of the 2007 California Building Standards Administrative Code (CBC) Title 24, Part 1. Report format shall comply with LEA Program requirements and applicable ASTM standards.
11. The physical location of the facility including but not limited to laboratory equipment and personnel shall not change without prior notification to DSA.

Please be aware that failure to comply with any of the requirements of the LEA Program may result in this acceptance being revoked. A facility with a revoked acceptance may be reinstated when it demonstrates all deficiencies cited by the DSA have been corrected.

If you wish to continue DSA acceptance beyond your current expiration date, you must submit a renewal application package at least 30 days prior to that date. The application (DSA form 100-3) and detailed instructions outlining submittal requirements can be downloaded from the DSA website. When we have received all required information, we will schedule an on-site evaluation of your facility.

Thank you for participating in the Division of the State Architect's LEA program. Should you have any questions regarding the LEA program requirements please feel free to contact me at (916) 445-2193 or e-mail me at eric.france@dgs.ca.gov.

Sincerely,



Eric H. France
Division of the State Architect
Laboratory Evaluation and Acceptance Program

cc: Division of the State Architect Regional Office
Department of General Services
Real Estate Services Division
Attn: Gail Lunn

Attachment

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
Earthwork/Lab	Earthwork/Field	Earthwork
<input checked="" type="checkbox"/> Soils	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregates		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
Reinforcing Steel		Reinforcing Steel
<input type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		Concrete
Concrete		<input checked="" type="checkbox"/> Batch Plant
<input checked="" type="checkbox"/> Concrete Cylinders		<input checked="" type="checkbox"/> Re-Bar and Concrete Sampling
<input checked="" type="checkbox"/> Concrete Cores		<input checked="" type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Tensile Splitting		<input type="checkbox"/> Shotcrete
<input type="checkbox"/> Flexural Beams		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Shotcrete Cores		<input type="checkbox"/> Epoxy injection
<input checked="" type="checkbox"/> Lightweight Concrete Fill Cores		<input type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Mix Design Review		<input checked="" type="checkbox"/> Post Installed Anchors
<input type="checkbox"/> Gypsum		Masonry
<input checked="" type="checkbox"/> Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
Masonry		<input checked="" type="checkbox"/> Masonry Placement
<input checked="" type="checkbox"/> Masonry Units		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Mortar and Grout		Structural Metals
<input checked="" type="checkbox"/> Masonry Prisms		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Masonry Cores		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Masonry Shear		<input checked="" type="checkbox"/> Spray-Applied Fireproofing
<input type="checkbox"/> Shrinkage		Wood
Metals/Lab	Metals/Field-N.D.T	<input type="checkbox"/> Light Gage Metal Plate Trusses
<input checked="" type="checkbox"/> Tension -Shapes	<input checked="" type="checkbox"/> Liquid Penetrant	<input type="checkbox"/> Glued Laminated Timber Fabrication
<input checked="" type="checkbox"/> Bend -Shapes	<input checked="" type="checkbox"/> Magnetic Particle	<input type="checkbox"/> Timber Connector Installation
<input type="checkbox"/> HS Bolt -Tension	<input checked="" type="checkbox"/> Ultrasonic	<input type="checkbox"/> Hybrid Trusses Fabrication
<input type="checkbox"/> HS Bolt -Hardness	<input type="checkbox"/> Radiographic	<input type="checkbox"/> Wood-Joists
<input type="checkbox"/> Impact		Other:
Roofing		
<input type="checkbox"/> Tiles		
<input type="checkbox"/> Built-Up		
Other:		
SFRM		

Approved by:  Date: September 1, 2011

Division of the State Architect LEA Acceptance for Wallace-Kuhl and Associates, LEA 227 is effective until August 3, 2015.

CALIFORNIA DEPARTMENT OF TRANSPORTATION

District 10 Independent Assurance



CERTIFICATE OF QUALIFICATION

for a TESTING LABORATORY

WALLACE- KUHL
3422 West Hammer Lane Suite D
Stockton, California 95219

The testing laboratory named above has met the requirements as outlined in Caltrans Manual for Quality Control and Quality Assurance For Asphalt Concrete.

This Certificate is valid for a period not to exceed twelve (12) months from the date of approval shown below. Should any evidence indicate otherwise, the facility will be re-inspected as often as the Engineer or Independent Assurance deems necessary. Although various criteria for qualification have been observed, it is presumed that other pertinent considerations to insure the integrity of testing operations have been met. This lab must maintain full compliance with all applicable sections of the State of California Department of Transportation Standard Specifications, Special Provisions, Standard Test Methods, and safety requirements of the California Division of Occupational Safety and Health.

Approval date: March 30, 2011

for: *DAVE DHILLON P.E.*

District Materials Engineer

by:

A handwritten signature in black ink, appearing to read 'Jessaneil B. Perez'.

JESSANEIL B. PEREZ (209) 481-5248

Certified Independent Assurance Sampler and Tester

Certificate Number: 090

State of California Department of Transportation

Expiration date: March 30, 2012

LABORATORY QUALIFICATION

Form TL-0113 (05 IA, 12-01)

Inspection by: Jessaneil B. Perez

IA No.: #090

Phone: (209) 481-5248

File: Materials Category 500

Laboratory: WALLACE-KUHL & ASSOCIATES

Address: 3422 West Hammer Lane Suite D

City: Stockton

State: CA

Zip: 95219

Lab QC Mgr.: David Hunn

E-mail: stocktonlab@wallace-kuhl.com

Lab Phone #: 209 234-7722

Fax #: 209 234-7727

A certified Independent Assurance (IA) Sampler and Tester visited this laboratory on Wednesday March 30, 2011. Only equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System projects was checked for qualification.

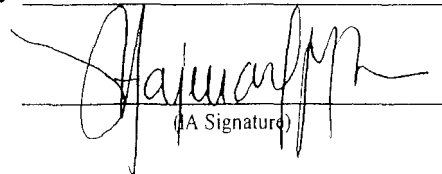
At the time of Caltrans Qualification, this laboratory had all necessary equipment to perform the tests methods indicated below. Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certificate of Proficiency Form TL-0111 prior to performing any sampling or testing.

105	106	125 ac	125 agg	125 pcc	201	202	204	206
207	208	212	213	214	216	217	226	227
229	231	301	304	308	366	375	382	504
518	521	523	524	533	539	540	543	556
557								

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

- Facility Safety Manual
- Laboratory Procedures Manual
- Laboratory Quality Control Manual
- Proper Test Equipment
- Copies of Current (applicable) Test Procedures
- Calibration and Service Documentation
- Calibration/Service Stickers affixed to test equipment (dated within the last 12 months)

On Wednesday March 30, 2011, this laboratory was qualified by JESSANEIL B. PEREZ



(IA Signature)

For Dave Dhillon



SEARCH

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Wallace-Kuhl & Associates, Inc.

Stockton, California

[Show This Entry Only](#)

David Hunn

3422 West Hammer Lane

Suite D

Stockton, California 95219

Phone: (209) 234-7722

Fax:

wka@wallace-kuhl.com

<http://www.wallace-kuhl.com>

Quality Systems - accredited since 3/24/2006

R18, C1077 (Aggregate), C1077 (Concrete), C1093 (Masonry), D3666 (Aggregate), D3666 (Hot Mix Asphalt), D3740 (Soil), E329 (Aggregate), E329 (Hot Mix Asphalt), E329 (Soil)

Hot Mix Asphalt - accredited since 7/30/2008

T275, D1560 (Stability), D1561, D2726, D5444, D6307

Soil - accredited since 4/28/2006

D421, D422, D698, D1140, D1556, D1557, D2166, D2216, D2419, D2487, D2488, D2844, D4318, D4829, D6938

Aggregate - accredited since 3/24/2006

C40, C88, C117, C127, C128, C136, C566, C702, D2419, D3744

Sprayed Fire-Resistive Material - accredited since 5/3/2010

E605, E736

Portland Cement Concrete - accredited since 3/24/2006

C31 (Cylinders), C39, C138, C143, C172, C173, C231, C1064, C1231 (7000 psi and below)

Masonry - accredited since 8/5/2008

C140 (CMU: Absorption)

C140 (CMU: Compressive Strength)

C140 (CMU: Measurement)

C140 (CMU: Sampling)

C780 (Annex 6) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry)

C1019 (Sampling and Testing Grout)

C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing)

Metals - accredited since 8/5/2008

A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tensile Strength)

A996-A370 (Rail Steel and Axle Steel: Tensile Strength)

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.

* This information is only valid as of 4/30/2012. Please visit <http://www.amrl.net> for current accreditation status.



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March 8, 2010

Mr. David Redford
Wallace-Kuhl & Associates
3050 Industrial Boulevard
West Sacramento, CA 95691

NOTICE OF ACCEPTANCE – LEA 116

Dear Mr. Redford:

We are pleased to inform you that the Division of the State Architect (DSA) has accepted the facility referenced above into the Laboratory Evaluation and Acceptance (LEA) program.

The referenced facility may provide the construction material testing and inspection services indicated on the attached list for projects under the jurisdiction of DSA, which includes public schools (grades K-12 and community colleges) and State-owned or leased essential service buildings. LEA information for your facility will be posted on the DSA website (www.dsa.ca.gov; click on "Testing Laboratories").

This acceptance is valid until **September 10, 2013** and is contingent on continued compliance with the following LEA program requirements. Please take time to review this correspondence with members of your staff that might be unfamiliar with our requirements.

1. **Mr. David Redford (RCE# 51122)** is the approved full-time engineering manager responsible for the testing and inspection services listed. You must notify DSA prior to any change in engineering managerial responsibility.
2. The facility shall continue to receive biennial on-site assessments by AASHTO Materials Reference Laboratory (AMRL) and the Cement and Concrete Reference Laboratory (CCRL) as applicable to the services offered at the facility. Please submit future reports and evidence of deficiency correction to the DSA, as they become available.
3. The facility shall maintain current participation in AMRL and CCRL proficiency sample programs. Please submit future reports and an explanation of low ratings to DSA, as they become available.
4. The facility shall maintain all test equipment and records in accordance with applicable, current American Society for Testing and Materials (ASTM) standards.
5. The facility shall provide laboratory and field testing personnel who are adequately trained, supervised and currently certified as required by the latest ASTM or other recognized standards.
6. Masonry inspectors assigned to projects under DSA jurisdiction shall have passed DSA's masonry inspector examination and be specifically approved for each project by the DSA field engineer.

7. Welding inspectors assigned to projects under DSA jurisdiction shall hold current American Welding Society (AWS) Certified Welding Inspector (CWI) or Senior CWI certification and be specifically approved for each project by the DSA field engineer.
8. The facility's Nondestructive Testing (NDT) program shall be supervised by an individual currently certified by the American Society for Nondestructive Testing (ASNT) as NDT Level III in applicable methods. Such certification shall have been obtained through ASNT by testing, not by employer or self-certification.
9. The facility's NDT written practice and procedures shall conform to the requirements of ANSI/ASNT CP-189, 2006, and be approved by the supervising Level III. All NDT technicians assigned to projects under DSA jurisdiction shall hold current level II or greater certification, in accordance with the requirements of CP-189.
10. The laboratory facility shall provide test, inspection and verified reports in accordance with the requirements of the 2007 California Building Standards Administrative Code (CBC) Title 24, Part 1. Report format shall comply with LEA Program requirements and applicable ASTM standards.
11. The physical location of the facility including but not limited to laboratory equipment and personnel shall not change without prior notification to DSA.

Please be aware that failure to comply with any of the requirements of the LEA Program may result in this acceptance being revoked. A facility with a revoked acceptance may be reinstated when it demonstrates all deficiencies cited by the DSA have been corrected.

If you wish to continue DSA acceptance beyond your current expiration date, you must submit a renewal application package at least 30 days prior to that date. The application (DSA form 100-3) and detailed instructions outlining submittal requirements can be downloaded from the DSA website. When we have received all required information, we will schedule an on-site evaluation of your facility.

Thank you for participating in the Division of the State Architect's LEA program. Should you have any questions regarding the LEA program requirements please feel free to contact me at (916) 445-2193 or e-mail me at eric.france@dgs.ca.gov.

Sincerely,

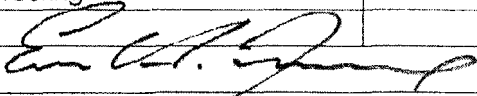


Eric H. France
Division of the State Architect
Laboratory Evaluation and Acceptance Program

cc: Division of the State Architect Regional Office
Department of General Services
Real Estate Services Division
Attn. Gail Lunn

Attachment

TESTING SERVICES ACCEPTED		INSPECTION SERVICES ACCEPTED
Earthwork/Lab	Earthwork/Field	Earthwork
<input checked="" type="checkbox"/> Soils	<input checked="" type="checkbox"/> Soil Compaction	<input checked="" type="checkbox"/> Fill Placement
<input checked="" type="checkbox"/> Aggregates		<input checked="" type="checkbox"/> Foundation
<input checked="" type="checkbox"/> Asphalt Concrete		<input checked="" type="checkbox"/> Caissons/Piles
Reinforcing Steel		Reinforcing Steel
<input checked="" type="checkbox"/> Re-Bar Tension and Bend		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Multi-Wire Strand		
<input type="checkbox"/> Chemical Analysis		Concrete
		<input checked="" type="checkbox"/> Batch Plant
Concrete		<input checked="" type="checkbox"/> Re-Bar and Concrete Placement
<input checked="" type="checkbox"/> Concrete Cylinders		<input checked="" type="checkbox"/> Pre-Stressed Concrete
<input checked="" type="checkbox"/> Concrete Cores		<input type="checkbox"/> Shotcrete
<input checked="" type="checkbox"/> Tensile Splitting		<input type="checkbox"/> Fiber Reinforced Concrete
<input checked="" type="checkbox"/> Flexural Beams		<input type="checkbox"/> Epoxy injection
<input checked="" type="checkbox"/> Shotcrete Cores		<input type="checkbox"/> Reinforced Gypsum
<input checked="" type="checkbox"/> Lightweight Concrete Fill Cores		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Mix Designs		
<input type="checkbox"/> Gypsum		Masonry
<input checked="" type="checkbox"/> Post Installed Anchors		<input checked="" type="checkbox"/> Batch Plant
		<input checked="" type="checkbox"/> Masonry Placement
Masonry		<input checked="" type="checkbox"/> Post Installed Anchors
<input checked="" type="checkbox"/> Masonry Units		
<input checked="" type="checkbox"/> Mortar and Grout		Structural Metals
<input checked="" type="checkbox"/> Masonry Prisms		<input checked="" type="checkbox"/> Welding
<input checked="" type="checkbox"/> Masonry Cores		<input checked="" type="checkbox"/> High Strength Bolting
<input checked="" type="checkbox"/> Masonry Shear		<input checked="" type="checkbox"/> Spray-Applied Fireproofing
<input checked="" type="checkbox"/> Shrinkage		
		Wood
Metals/Lab	Metals/Field-N.D.T	<input type="checkbox"/> Light Gage Metal Plate Trusses
<input checked="" type="checkbox"/> Tension -Shapes	<input checked="" type="checkbox"/> Liquid Penetrant	<input type="checkbox"/> Glued Laminated Timber Fabrication
<input checked="" type="checkbox"/> Bend -Shapes	<input checked="" type="checkbox"/> Magnetic Particle	<input type="checkbox"/> Timber Connector Installation
<input checked="" type="checkbox"/> HS Bolt -Tension	<input checked="" type="checkbox"/> Ultrasonic	<input type="checkbox"/> Hybrid Trusses Fabrication
<input checked="" type="checkbox"/> HS Bolt -Hardness	<input type="checkbox"/> Radiographic	<input type="checkbox"/> Wood-Joists
<input type="checkbox"/> Impact		
		Other:
Roofing		
<input checked="" type="checkbox"/> Tiles		
<input type="checkbox"/> Built-Up		
Other:		
Spray-applied fireproofing		

Approved by:  Date: March 8, 2010

Division of the State Architect LEA Acceptance for Wallace-Kuhl & Associates, LEA 116 is effective until September 10, 2013.

State of California Department of Transportation
QUALIFYING LABORATORIES

Form TL-0113

Expiration date: June 17, 2012
 Inspected by: Ignocencio Herrera
 IA No.: #095
 Phone: (916) 227-7192
 File: Materials Category 500

Laboratory: Wallace-Kuhl and Associates, Laboratory
 Address: 3050 Industrial Rd
 City: Sacramento State: California Zip: 95691
 Lab QC Mgr.: Dave Hunn e-mail: dhunn@wallace-kuhl.com
 Telephone: (916) 372-4100 Fax #: (916) 372-9065

Certified Independent Assurance (IA) visited this laboratory on (Date) June 7, 2011

Only the equipment to be used on Caltrans construction projects and/or local construction projects on the National Highway System was checked for qualification.

At the time of qualification, this laboratory had all necessary equipment to perform the California Tests (CT) indicated below. Sampling/Testing personnel shall possess current Caltrans Form TL-0111. Certificate of Proficiency" prior to performing any sampling or testing.

<u>CT 105</u>	<u>CT 207</u>	<u>CT 301</u>	<u>CT 504</u>	<u>CT 557</u>
<u>CT125</u>	<u>CT 208</u>	<u>CT 304</u>	<u>CT 518</u>	
<u>CT 201</u>	<u>CT 216</u>	<u>CT 308</u>	<u>CT 521</u>	
<u>CT 202</u>	<u>CT 217</u>	<u>CT 366</u>	<u>CT 523</u>	
<u>CT 203</u>	<u>CT 226</u>	<u>CT 370</u>	<u>CT 539</u>	
<u>CT 204</u>	<u>CT 227</u>	<u>CT 375</u>	<u>CT 540</u>	
<u>CT 206</u>	<u>CT 229</u>	<u>CT 382</u>	<u>CT 556</u>	

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

- A written in-house Safety Program
- A written in-house Quality Control Program
- Copies of current (applicable) test procedures
- Verification that the laboratory participates in Caltrans RSP correlation program
- Test equipment summary for calibration/service of equipment
- Calibration stickers affixed to test equipment (dated within the 12 months)
- Summaries of training records
- Personnel certifications/quillifications
- Work experience summaries
- Nuclear gage license

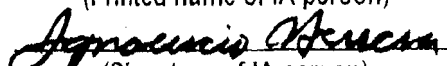
June 17, 2011

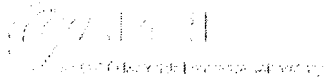
Date

this laboratory was qualified by

Ignocencio Herrera

(Printed name of IA person)


 (Signature of IA person)



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Wallace-Kuhl & Associates, Inc.

West Sacramento, California

[Show This Entry Only](#)

David A. Redford

3050 Industrial Blvd.

West Sacramento, California 95691

Phone: (916) 372-4100

Fax:

wka@wallace-kuhl.com

<http://www.wallace-kuhl.com>

Quality Systems - accredited since 11/15/1995

R18, C1077 (Aggregate), C1077 (Concrete), C1093 (Masonry), D3666 (Aggregate), D3666 (Hot Mix Asphalt), D3740 (Soil), E329 (Aggregate), E329 (Concrete), E329 (Hot Mix Asphalt), E329 (Soil)

Hot Mix Asphalt - accredited since 9/8/2005

T275, D1560 (Stability), D1561, D2726, D5444, D6307

Soil - accredited since 9/8/2005

D421, D422, D698, D1140, D1556, D1557, D2166, D2216, D2419, D2487, D2488, D2844, D4318, D4767, D4829, D5084, D6938

Aggregate - accredited since 11/15/1995

C40, C88, C117, C127, C128, C136, C566, C702, D2419, D3744

Sprayed Fire-Resistive Material - accredited since 8/5/2010

E605, E736

Portland Cement Concrete - accredited since 11/15/1995

C31, C39, C42, C78, C138, C143, C157, C172, C173, C231, C617 (7000 psi and below), C1064, C1231 (7000 psi and below)

Masonry - accredited since 2/21/2006

C140 (CMU: Absorption)

C140 (CMU: Compressive Strength)

C140 (CMU: Measurement)

C140 (CMU: Sampling)

C780 (Annex 6) (Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry)

C1019 (Sampling and Testing Grout)

C1552 (Capping Concrete Masonry Units, Related Units and Masonry Prisms for Compression Testing)

Metals - accredited since 7/8/2008

A325-E18 (High Strength Bolts: Rockwell Hardness)

A325-F606 (High Strength Bolts: Proof Load Determination)

A325-F606 (High Strength Bolts: Tensile Strength)

A615-A370 (Carbon-Steel Bars, Deformed and Plain: Tensile Strength)

- A615-E290 (Carbon-Steel Bars, Deformed and Plain: Bend Test)
- A996-A370 (Rail Steel and Axle Steel: Tensile Strength)
- A996-E290 (Rail Steel and Axle Steel: Bend Test)
- A416-A1061 (Steel, Uncoated Seven-Wire: Tensile Strength)

Please note that our accreditations do not include an expiration date. An accreditation only expires when the laboratory fails to comply with our accreditation requirements.

* This information is only valid as of 4/30/2012. Please visit <http://www.amrl.net> for current accreditation status.



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DEPARTMENT OF THE ARMY
ENGINEER RESEARCH AND DEVELOPMENT CENTER, CORPS OF ENGINEERS
GEOTECHNICAL AND STRUCTURES LABORATORY
WATERWAYS EXPERIMENT STATION, 3909 HALLS FERRY ROAD
VICKSBURG, MISSISSIPPI 39180-6199

January 19, 2011

Reply to the Attention of:
Concrete and Materials Branch

David A. Redford
Wallace-Kuhl & Associates
3050 Industrial Boulevard
West Sacramento, CA 95691

Dear Mr. Redford:

In reference to your check no. 1355, dated December 22, 2010, and audit agreement, dated January 15, 2011, an audit based on your AASHTO Accreditation was performed on documents submitted by your laboratory. We examined the AMRL On-site Assessment Report No. 271W, dated March 29, 2010, the CCRL Inspection Report No. N-132, dated September 17, 2010 and the AASHTO accreditation certificate effective January 19, 2011.

Your Quality System meets the requirements of the U.S. Army Corps of Engineers. The material test methods that you are validated to perform for the U.S. Army Corps of Engineers were determined from the inspection reports from AASHTO and are as follows:

Aggregate Tests: ASTM C40, C117, C127, C128, C136, C88, C566, C702, D2419, and D3744.

Bituminous Tests: ASTM D1560, D1561, D2726, D3666, D5444, D6307, and E329.

Concrete Tests: ASTM C31, C39, C138, C143, C172, C173, C231, C1064, C42, C78, C157, C511, C617, C1077, C1231, and E329.

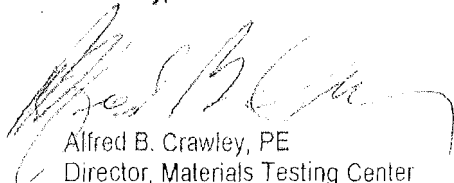
Masonry, Mortar, & Grout Tests: ASTM C140, C780, C1019, and C1552.

Soil Tests: ASTM D421, D422, D698, D1140, D1556, D1557, D2166, D2216, D2419, D2487, D2488, D2844, D3740, D4318, D4767, D4829, D5084, D6938, and E329.

Spray Fire-Resistive Tests: ASTM E605 and E736.

We will add your laboratory to the list of commercial laboratories qualified to conduct material tests for the U.S. Army Corps of Engineers; see the Materials Testing Center homepage at www.usace.army.mil/AMR/AMR.nsf/00000000-0000-0000-0000-000000000000. All Corps offices will be notified of this decision and will have the opportunity to use your services. Wallace-Kuhl & Associates, Inc., West Sacramento, CA will remain on our list of laboratories qualified to conduct material tests until January 19, 2013 two (2) years from the date of the audit. In the event your AASHTO accreditation is suspended in whole or part, Wallace-Kuhl & Associates, Inc., West Sacramento, CA is to notify the Materials Testing Center immediately to perform a re-evaluation of your laboratory's validation. Failure to notify the Materials Testing Center will result in immediate suspension of your U.S. Army Corps of Engineers validation.

Sincerely,



Alfred B. Crawley, PE
Director, Materials Testing Center

Copy Furnished:
Drew Perry / Sacramento District

SCHEDULE OF FEES *EP*
 MATERIALS TESTING AND SPECIAL INSPECTION
 2012

MASONRY TESTING

Materials Tester – masonry inspection and testing (DSA certified when required)		\$ 85.00/hr.
Compression Tests		
Grout	UBC 21-18	\$ 35.00 each
Mortar	UBC 21-16	\$ 30.00 each
Concrete Masonry Units	ASTM C140	\$ 67.00 each
Brick	ASTM C67	\$ 60.00 each
Composite Masonry Prism	UBC 21-17	\$ 90.00 each
Absorption and Moisture Content of Concrete Masonry Unit	ASTM C140	\$ 70.00 each
Linear Shrinkage, Concrete Masonry Unit (Set of 3)	ASTM C426	\$ 425.00 set
Modulus of Rupture, Brick	ASTM C67	\$ 70.00 each
Absorption with Coefficient, Brick	ASTM C67	\$ 85.00 each
Mortar Cylinder Mold		\$ 4.00 each
Masonry Coring		*
Masonry Core Compression tests	2004 CBC Title 24, Section 2105A	\$ 70.00 each
Masonry Core Shear Strength	2004 CBC Title 24, Section 2105A	\$ 80.00 each
Brick Veneer Shear Strength	2004 CBC Title 24, Section 1403	\$ 120.00 each
In-Place Masonry Shear Testing		*
Rental Equipment & Labor		Cost + 20%

* Technician(s) time plus \$30/hr premium for equipment use.



SCHEDULE OF FEES E1P
 MATERIALS LABORATORY TESTING
 2012

ASPHALT CONCRETE

Bitumen Content (ignition oven)	ASTM D6307 CT 382	\$ 230.00 each
Sieve Analysis of AC aggregate (coarse and fine)	ASTM D5444 CT 202	\$ 165.00 each
Unit Weight of Cores	ASTM D2726, D1188 CT 308	\$ 50.00 each
Asphalt Concrete Coring		*
Marshall Stability and Flow	ASTM D1559	\$ 140.00/pt.
Stabilometer Value (3 specimens)	CT 366	\$ 300.00
Marshall Compacted Unit Weight	ASTM D1559, D2726	\$ 90.00/pt.
Hveem Compacted Unit Weight	ASTM D1560, D2726 CT 304	\$ 90.00/pt.
Laboratory Test Maximum Density (LTMD)	CT 375	\$ 250.00
Moisture Vapor Susceptibility	CT 307	\$ 305.00 each
Retained Stability	ASTM D1075	\$ 170.00/pt.
Theoretical Maximum Density	ASTM D2041	\$ 150.00 each
Asphalt Concrete Mix Design		Quotation upon request

* Technician(s) time plus \$30/hr premium for equipment use.



SCHEDULE OF FEES E1P

MATERIALS LABORATORY TESTING

2012

AGGREGATE TESTING

Sieve Analysis		
Coarse and Fine, including wash	ASTM C136	\$ 100.00 each
Wet Sieve (coarse or fine)	CT 202	\$ 100.00 each
Percent finer than No. 200 sieve	ASTM C117	\$ 90.00 each
Specific Gravity and absorption, fine or coarse	ASTM C127, C128	\$ 120.00 each
Resistance "R" Value	CT 301	\$ 235.00 each
Aggregate Unit Weight	ASTM C29	\$ 50.00 each
Sand Equivalent (average of 3)	CT 217	\$ 125.00 each
Sand Equivalent, one point		\$ 95.00 each
Durability Index, coarse or fine	CT 229	\$ 155.00 each
Cleanness Value	CT 227	\$ 160.00 each
Organic Impurities in fine aggregates	ASTM C40	\$ 55.00 each
Flat and Elongated Particles in aggregate	CT119, 120	\$ 115.00/size
Crushed Particles	CT 205	\$ 115.00/size
Clay Lumps and Friable Particles	ASTM C142	\$ 115.00/size
Soundness, Sodium Sulfate	ASTM C88 CT 214	\$ 120.00/size
Los Angeles Rattler Test (500 revs)	ASTM C131	\$ 210.00 each
Mortar Making Properties of Sand	ASTM C87	\$ 405.00 each
Lightweight Pieces in Aggregate	ASTM C123	\$ 130.00 each



EXHIBIT C
Master Agreement

CONSULTANTS FEE SCHEDULE

SCHEDULE OF FEES DP

EARTHWORK TESTING 2012

Administrative Assistant	\$ 65.00/hr.
Soil Tester	\$ 90.00/hr.
Field Supervisor	\$ 90.00/hr.
Project Manager	\$ 115.00/hr.
Staff Engineer or Geologist	\$ 115.00/hr.
Senior Staff Engineer or Geologist	\$ 120.00/hr.
Project Engineer or Geologist	\$ 130.00/hr.
Senior Project Engineer or Geologist	\$ 145.00/hr.
Senior Engineer or Geologist	\$ 155.00/hr.
Principal Engineer or Geologist	\$ 185.00/hr.
Vehicle Charge <i>(Subject to periodic adjustment due to fuel cost)</i>	\$ 0.75/mile
Subsistence	\$ 55.00/day
Lodging	Cost
Premium Charges	
Overtime (Saturdays and over 8 hours in one day)	add \$ 44.00/hr.
Sunday and Holidays	add \$ 60.00/hr.
Compaction Characteristics: Laboratory moisture/density relationship	
ASTM D 698	
Methods A	\$ 190.00 each
Methods B, C & D	\$ 200.00 each
ASTM D 1557	
Method A	\$ 230.00 each
Method B, C & D	\$ 240.00 each
CT 216	\$ 240.00 each

NOTES:

- 1) A two hour minimum charge will apply to field technician services with the following exceptions:
 - a) Single trip pickup and delivery services, where a one hour minimum will apply.
 - b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.
- 2) A \$20.00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.
- 3) Work performed after 3 pm may be subject to overtime rates regardless of the number of hours spent on the job.



SCHEDULE OF FEES EP

MATERIALS TESTING AND SPECIAL INSPECTION

2012

Administrative Assistant	\$ 65.00/hr.
Materials Tester	\$ 85.00/hr.
Steel/Welding Inspector	\$ 90.00/hr.
Field Supervisor	\$ 100.00/hr.
ASNT Level III Technician	\$ 110.00/hr.
Project Manager	\$ 115.00/hr.
Staff Engineer	\$ 115.00/hr.
Project Engineer	\$ 130.00/hr.
Senior Project Engineer	\$ 145.00/hr.
Senior Engineer	\$ 155.00/hr.
Principal Engineer	\$ 185.00/hr.
Vehicle Charge (Subject to periodic adjustment due to fuel cost)	\$ 0.75/mile
Subsistence	\$ 55.00/day
Lodging	Cost
Premium charges	
Overtime (Saturdays and over 8 hours in one day)	add \$ 44.00/hr.
Sunday and Holidays	add \$ 60.00/hr.
Equipment rental, freight, special materials	Cost + 20%
Outside services	Cost + 20%

NOTES:

- 1) A two hour minimum charge will apply to field technician services with the following exceptions:
 - a) Single trip pickup and delivery services, where a one hour minimum will apply.
 - b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.
- 2) A \$20.00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.
- 3) Work performed after 3 pm may be subject to overtime rates regardless of the number of hours spent on the job.



SCHEDULE OF FEES EP
 MATERIALS TESTING AND OBSERVATION
 2012

CONCRETE TESTING

		Quotation Upon Request
Concrete Mix Design or Review		
Placement Inspection, Batch Plant Inspection and Casting of Concrete Test Specimens	ASTM C192	\$ 85.00/hr.
Compression Tests	ASTM C39	
6" x 12" concrete cylinder		\$ 27.00 each
6" x 12" concrete cylinder handled & cured, NOT tested		\$ 24.00 each
3" x 6" lightweight insulating concrete cylinder		\$ 33.00 each
Concrete cores, including trim	ASTM C42/C39	\$ 70.00 each
Shotcrete Cores	ASTM C42/C39	\$ 50.00 each
High Strength Grout Cubes	ASTM C109	\$ 35.00 each
Flexural Strength, concrete beams	ASTM C78,C293	\$ 90.00 each
Unit Weight of Hardened Concrete	ASTM C567, C495	\$ 50.00 each
Splitting Tensile Tests	ASTM C496	\$ 65.00 each
Laboratory Drying Shrinkage Test (set of 3)	ASTM C157	\$ 475.00/set
Concrete Cylinder Molds (6" x 12")		\$ 4.00 each
Epoxy anchors - visual inspection of installation		\$ 85.00/hr.
Concrete Anchor Proof Load Testing		*
R-Meter (Pachometer) Testing		*
Schmidt Hammer Testing (Rebound number)	ASTM C805	*
Floor Flatness (F-number testing)	ASTM E1155	*
Concrete Coring	ASTM C42	*
Floor Slab Moisture Emission Test	ASTM F1869	**
Floor Slab Relative Humidity Test	ASTM F2170	*

* Technician(s) time plus \$30/hr. premium for equipment use

** Technician(s) time plus \$30 per calcium chloride test kit



SCHEDULE OF FEES EP
 MATERIALS TESTING AND SPECIAL INSPECTION
 2012

STEEL TESTING

Steel/Welding Inspector – rebar placement and welding inspection		\$ 90.00/hr.
High Strength Bolt Observation/Testing		\$ 90.00/hr.
Ultrasonic, Magnetic Particle and Liquid Penetrant Testing		\$ 100.00/hr.
High Strength Bolt Assembly Laboratory Hardness Testing (Bolt, Nut, Washer)	ASTM E18	\$ 45.00 each
Bolt Tensile Strength Testing (Wedge Tension Method)	ASTM F606	\$ 62.00 each
Structural Steel Tensile Test Up to 3/4"	ASTM A370	\$ 70.00 each
Sizes Larger than 3/4"		\$ 95.00 each
Machining of Test Specimens		cost plus 20%
Welding Qualification Welder Qualification Test		\$ 90.00/hr.
Guided Bend Test	ASTM E190	\$ 75.00 per test
Macroetch Test		\$ 75.00 per test
T Bend Test		\$ 75.00 per test
Report Preparation (per position, per person)		\$ 95.00 each
Field Sampling and Tagging of Steel		\$ 85.00/hr.
Fireproofing Observation, Testing Fireproofing Unit Weight	ASTM E605	\$ 85.00/hr. \$ 65.00 each

REINFORCING STEEL TESTING

Tensile Tests Up to Size No. 7	ASTM A370	\$ 70.00 each
From No. 8 through 14	ASTM A370	\$ 95.00 each
Bend Tests	ASTM A370	\$ 35.00 each
Machining of Specimens		Cost + 20%
Field Sampling and Tagging of rebar		\$ 85.00/hr
Post Tension Tendons	ASTM A370 ASTM A416	\$ 95.00 each



**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

Testing & Inspection services may include, but not be limited to the following items:

TEST NO.	TESTING / INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
1	HOURLY RATE FOR SOIL TECHNICIAN CALTRANS I.A. CERTIFIED WITH NUCLEAR DENSITY GAUGE	\$90/hour	Preliminary Report left on-site
2	HOURLY RATE FOR A.C.I. FIELD TESTING TECHNICIAN – GRADE 1	\$85/hour	Preliminary Report left on-site
3	HOURLY RATE FOR ASPHALT TECHNICIAN CALTRANS I.A. CERTIFIED	\$90/hour	Preliminary Report left on-site
4	HOURLY RATE FOR I.C.B.O. / A.W.S. SPECIAL INSPECTOR (CONCRETE / MASONRY / WELDING)	\$85/hour – Concrete/Masonry \$90/hour - Welding	Preliminary Report left on-site
5	FIELD COMPACTION TESTS USING CALIFORNIA 231 TEST METHOD (NUCLEAR GAUGE TESTING WITH MINIMUM OF 3 NUCLEAR SHOTS PER TEST INCLUDING MOISTURE – ROAD WORK)	\$270*	Preliminary Report left on-site
6	LABORATORY COMPACTION TEST USING CALIFORNIA 216 TEST METHOD (PART II MAX WET DENSITY & PERCENT RELATIVE COMPACTION)	\$240 each	1 Day
7	AGGREGATE TESTING USING CALIFORNIA 202 METHOD OF TESTS FOR SIEVE ANALYSIS OF FINE AND COURSE AGGREGATES)	\$100 Fine \$100 Course	1 Day
8	AGGREGATE TESTING USING CALIFORNIA 205 METHOD FOR DETERMINING PERCENTAGE OF CRUSHED PARTICLES	\$460	3 Days
9	SAND EQUIVALENT USING CALIFORNIA 217 TEST METHOD	\$95 each	1 Day
10	BULK SPECIFIC GRAVITY & DENSITY OF BITUMINOUS MIXTURES USING CALIFORNIA 308 TEST METHOD	\$90/pt. @ 5 Points	1 Day
11	DETERMINATION FO ASPHALT BINDER CONTENT FO BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD USING CALIFORNIA 382 TEST METHOD	\$230 each	1 Day
12	RESISTANCE “R” VALUE OF TREATED AND UNTREATED BASES, SUBBASES, AND BASEMENT SOILS BY THE STABILOMETER TEST USING CALIFORNIA 301 TEST METHOD	\$235 Untreated \$290 Treated	2 Days 3 Days

* Based on three hours

** Based on two hours

*** Based on six hours

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

TEST NO.	TESTING / INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
13	GRAB BAG SOIL SAMPLING PICKUP (UP TO 75 POUNDS) WITHIN STANISLAUS COUNTY – PER SITE (EACH)	\$180**	0
14	COMPRESSION STRENGTH OF MOLDED CONCRETE CYLINDERS USING CALIFORNIA 521 TEST METHOD	\$27 per Cylinder	Results sent same day of testing
15	ASTM D6938-8, "STANDARD TEST METHOD FOR IN-PLACE DENSITY & WATER CONTENT OF SOIL & SOIL-AGGREGATE BY NUCLEAR METHODS"	\$270*	Preliminary Report left on-site
16	ASTM D1557-07, "STANDARD TEST METHODS FOR LABORATORY COMPACTION CHARACTERISTICS OF SOIL USING MODIFIED EFFORT"	\$230 each	1 Day
17	SAMPLING FRESH CONCRETE USING CALIFORNIA 539 TEST METHOD; AND MAKING HANDLING, AND STORING CONCRETE COMPRESSIVE TEST SPECIMENS IN THE FIELD USING CALIFORNIA 540 TEST METHOD	\$255*	Preliminary Report left on-site
18	CONCRETE CYLINDER PICKUP PER SET OF CYLINDERS WITHIN STANISLAUS COUNTY (EACH)	\$170**	0
19	CALTRANS TEST METHOD 366, "STABILOMETER VALUE"	\$140/pt. @ 3 Points	1 Day
20	CALTRANS TEST METHOD 367, "OPTIMUM BITUMEN CONTENT"	\$520 per Report	1 Day
21	CALTRANS TEST METHOD 370, "MOISTURE CONTENT OF BITUMINOUS MIXTURES OR GRADED MINERALS AGGREGATES USING MICROWAVE OVENS"	\$25 each	1 Day
22	CALTRANS TEST 375, "RELATIVE COMPACTION OF ASPHALT CONCRETE IN PLACE"	\$270*	Preliminary Report left on-site
23	CALTRANS TEST 202, "SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES"	\$100 Fine \$100 Course	1 Day
24	ASTM D4318, "PLASTICITY INDEX"	\$145 each	2 Days

* Based on three hours

** Based on two hours

*** Based on six hours

**REQUEST FOR PROPOSAL
MATERIALS TESTING & INSPECTION SERVICES**

RFP WORKSHEET FOR TESTING & INSPECTION SERVICES

TEST NO.	TESTING / INSPECTION SERVICE DESCRIPTION	PRICE PER TEST (\$)	TURN AROUND TIME (DAYS)
25	ASTM D422, "SIEVE ANALYSIS OF SOIL"	\$100 each	1 Day
26	CALTRANS TEST METHOD 382, "ASPHALT DETERMINATION OF ASPHALT BINDER CONTENT OF BITUMINOUS PAVING MIXTURES BY THE IGNITION METHOD"	\$230 each	1 Day
27	CHEMICAL TESTING OF TREATED AND UNTREATED SOILS AND AGGREGATE BASES; ASTM TEST METHOD D2170; "KINEMATIC VISCOSITY"; ASTM TEST METHOD 2171, "ABSOLUTE VISCOSITY"; AND ASTM D5, "PENETRATION"	D2170 - \$120 D2171 - \$120 D5 - \$90	3 Days
28	PERCOLATION TESTING TO DETERMINE SOIL'S PERCOLATION RATE (FOR TRENCH AND BED PERCOLATION)	\$780	5 Days

* Based on three hours

** Based on two hours

*** Based on six hours