

**AGREEMENT FOR SERVICES**

THIS AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

KLEINFELDER, INCORPORATED

Consultant

<u>2001 ARCH AIRPORT ROAD</u>	<u>STOCKTON</u>	<u>CA</u>	<u>95206</u>
MAILING ADDRESS	CITY	STATE	ZIP

a California corporation.

N/A

STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "CONSULTANT."

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for On-Call Materials Testing Services.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

**AGREEMENT**

**1. SCOPE OF SERVICES:**

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in **Exhibit "A."** This AGREEMENT and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the AGREEMENT shall govern over the conflicting provisions contained in the exhibits to the AGREEMENT. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's AGREEMENT and attachments, the City's AGREEMENT and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this AGREEMENT is based on such independent investigation and research.

**2. TERM OF AGREEMENT**

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on \_\_\_\_\_ day of \_\_\_\_\_, 2029 unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

**3. COMPENSATION:**

A. The Consultant shall be paid in accordance to the attached Fee and Deliverables Schedule in **Exhibit "C."** Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) annually or exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000) over the duration of the AGREEMENT without City's prior written approval.

B. Said amount shall be paid within 30 days after satisfactory PROJECT progress and approval of the monthly billings by the CITY. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is suspended at the direction of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4C.

**4. TERMINATION:**

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than ten (10) calendar days' written notice of intent to terminate.

B. The City may suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice of suspension. If City gives such notice of suspension, Consultant shall immediately cease all billable activities under the Agreement, preserve and maintain all project records pending turnover, and contact the City within five calendar days to coordinate the orderly transfer of all project files under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

**5. AMENDMENTS, CHANGES OR MODIFICATIONS:**

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

**6. EXTENSIONS OF TIME:**

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

**7. PROPERTY OF CITY:**

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

**8. COMPLIANCE WITH ALL LAWS:**

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

**9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:**

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

**10. SUBCONTRACTING:**

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

**11. ASSIGNABILITY:**

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

**12. INTEREST IN AGREEMENT:**

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

**13. MATERIALS CONFIDENTIAL:**

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

**14. LIABILITY OF CONSULTANT-NEGLIGENCE:**

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

**15. INDEMNITY AND LITIGATION COSTS:**

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

**16. CONSULTANT TO PROVIDE INSURANCE:**

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII.

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements

providing evidence of coverage for all policies required by the AGREEMENT. The Consultant shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Commercial General Liability Insurance with \$2,000,000 minimum limit for each occurrence and \$4,000,000 minimum limit for general aggregate.

b. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

c. Commercial General Liability Additional Insured Endorsement naming the following as insured on 2001 or earlier issued endorsement forms: "City of Manteca, its officers, officials, employees, agents, and volunteers".

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

a. Automobile Liability Insurance with \$1,000,000 minimum limit per accident for bodily injury and property damage.

b. Automobile Liability Additional Insured Endorsement naming the following as additional insured: "City of Manteca, its officers, officials, employees, agents, and volunteers".

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

4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

a. The City of Manteca, its officers, officials, employees, agents and volunteers are to be covered as insured's as respect to: liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as CG 20 10 and CG 20 37 if completed operations coverage is required.

b. For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers, shall be excess of the Consultant's insurance and shall not contribute with it.

c. The applicant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Manteca.

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

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

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

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

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

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

12. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

13. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City’s approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.

**17. MISCELLANEOUS PROVISIONS:**

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until eighteen (18) months after the final payments under this AGREEMENT are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered electronically, personally, or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by mail addressed to the parties at the following addresses:

City:

Carrie Whitney  
Management Analyst  
City of Manteca  
1001 W. Center St.  
Manteca, CA 95337

Consultant:

Johan Jacobsen, PE  
Program Manager  
Kleinfelder, Incorporated  
2001 Arch Airport Road  
Stockton, CA, 95206  
916-897-0001  
jjacobsen@kleinfelder.com

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

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

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

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a “Dispute” and all collectively referred to as the “Disputes”), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by Judicial Arbitration and Mediation Services, Inc. J•A•M•S or its successor in interest. J•A•M•S shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by J•A•M•S, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorneys' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

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

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

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility

Agreement for Services

study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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**ATTACHMENT 8**

Agreement for Services

TO EFFECTUATE THIS AGREEMENT, each of the parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth in the introductory paragraph on page 1 above.

CITY OF MANTECA:

CONSULTANT:

KLEINFELDER, INCORPORATED

\_\_\_\_\_  
Toni Lundgren  
City Manager

\_\_\_\_\_  
(Type name of Consultant/form of organization)\*

ATTEST:

By:

  
\_\_\_\_\_

(Signature) Johan Jacobsen, PE  
Program Manager/NCP Service Line Lead, CoMET  
(Type name and title)

\_\_\_\_\_  
Cassandra Candini-Tilton,  
Director of Legislative Services

COUNTERSIGNED:

By:

\_\_\_\_\_

(Signature)

\_\_\_\_\_  
Matthew Boring  
Director of Finance

\_\_\_\_\_  
(Type name and title)

COUNTERSIGNED:

Address:

2001 Arch Airport Rd, Suite 100  
Stockton, CA 95206

\_\_\_\_\_  
Stephanie Van Steyn,  
Director of Human Resources

Telephone:

916-897-0001

APPROVED AS TO FORM:  
Andy Pinasco, Interim City Attorney

By: \_\_\_\_\_  
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A

Scope of Work

# C TECHNICAL PROPOSAL CONTENT

## A. QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES

Kleinfelder's proposed team offers the experience, resources, and local knowledge necessary to deliver the required services. The following section outlines the team's qualifications and related experience, emphasizing key strengths:

- Extensive experience performing work of similar scope and complexity
- Demonstrated success collaborating with local agencies and cities directly involved in this project
- Robust staffing capability and resource availability
- Effective workload management- Consistent record of meeting project schedules on comparable assignments
- Supportive client references highlighting performance and reliability

### i. FIRM PROFILE: KLEINFELDER

Founded in Stockton, California, in 1961, Kleinfelder is a leading engineering, construction management, construction materials engineering and testing, design, and professional environmental services firm. Kleinfelder provides comprehensive, full-service engineering and environmental solutions, including planning, design, permitting, and construction phase services. Since its founding 65 years ago, Kleinfelder has delivered construction materials engineering and testing, construction quality assurance, for public infrastructure, roadways, bridges, and buildings.

**Year Founded:** 1961

**Form of Organization:** Corporation

**Types of Services Offered:** Engineering (civil, structural, geotechnical), environmental consulting, planning, architecture, construction management, materials testing, and inspection services

**Comprehensive Service Areas:** Planning, design, permitting, construction phase services, water/wastewater, environmental resources, geotechnical, surveys/plats, structures, utilities, transportation, traffic, site development, mechanical/electrical/plumbing, GIS, CADD, and construction management and inspection

**Number, Size, and Location of Offices:** 98 offices across the United States, Canada, and Australia, including eight northern California offices in Stockton, Fresno, Hayward, Pittsburg, Rancho Cordova, San Francisco, San Jose, and Santa Rosa

**Number of Employees:** More than 3,200 professionals company-wide, with approximately 325 in northern California

With this depth of regional resources and experience, Kleinfelder offers the City of Manteca efficient, cost-effective project delivery characteristic of a national firm, while maintaining a local touch.

### ii. FIRM'S CURRENT FINANCIAL CONDITION

Kleinfelder Inc. is a large firm and is involved in thousands of projects per year. Many of these projects are large and complex and typically generate a variety of claims and disputes, some of which evolve into formal legal proceedings. These proceedings typically involve all design consultants, including Kleinfelder Inc. regardless of scope and responsibility. In a number of these proceedings, Kleinfelder Inc. has been named as a defendant despite our belief that the firm has no liability. Kleinfelder Inc. does not believe that any of these proceedings will have a material adverse effect on the operations of the Company or its ability to perform.

There are no pending mergers, bankruptcies, or planned office closures, and the firm is confident there are no conditions that would impede its ability to complete the On-Call Materials Testing Services project.

**EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES** has been provided in the appendix section.



### iii. FIRM AND KEY PERSONNEL EXPERIENCE WITH SIMILAR PROJECTS AND FEDERAL AID CONSTRUCTION MANAGEMENT

Kleinfelder possesses a distinguished record of delivering construction management and materials testing services for federally funded infrastructure projects, demonstrating extensive experience in adherence to federal aid requirements and agency standards. The firm’s portfolio includes successful assignments for state and local agencies, such as Caltrans, the City of Stockton, San Joaquin County, and various municipalities throughout California’s Central Valley and Bay Area. This experience encompasses highways, bridges, interchanges, water and wastewater infrastructure, and public works improvements, all performed under the rigorous documentation and quality standards required for federal aid projects.

**The City of Manteca is already well acquainted with Kleinfelder’s materials testing, geotechnical, and environmental capabilities, backed by more than 20 years of successful service.**

Our approach is grounded in a thorough comprehension of the Caltrans Local Assistance Procedures Manual, Federal Highway Administration (FHWA) guidelines, and the specific requirements for federally funded construction management. The firm’s teams possess skill in navigating the complexities of federal, state, and local adherence, including documentation and quality assurance. Kleinfelder’s materials testing laboratories are Caltrans-certified, and the firm’s personnel hold the necessary certifications to perform and document testing and examination services in accordance with federal and state standards.

Key personnel proposed for this project bring direct, relevant experience managing and executing federal aid construction management assignments:



**STEVEN WIESNER, PE, GE**  
**Engineer of Record**

Steven Wiesner brings over 20 years of experience in geotechnical engineering, construction management, and materials testing and inspection services. He has managed geotechnical engineering studies for public bridge and roadway infrastructure, dam and levee evaluations, water and wastewater infrastructure, pipelines, and rail projects. Mr. Wiesner has extensive experience working with federal, state, and local agencies, including the US Army Corps of Engineers (USACE), California Department of Water Resources (DWR), and Caltrans. His federal aid construction management experience includes serving as Task Order Manager for the USACE Lower San Joaquin

Levee Geotechnical Investigations, overseeing 385 explorations across six levee systems, and managing geotechnical investigations, laboratory testing, analysis, and reporting in accordance with federal standards. He has also led federally funded levee evaluation and certification projects, including the Urban and Non-Urban Levee Evaluations Program and the Bishop Tract and Atlas Tract Urban Level of Flood Protection Levee Evaluations, all requiring compliance with federal and state criteria for flood protection and permitting.



**JOHAN JACOBSEN, PE**  
**Program Manager**

Johan Jacobsen is a Professional Engineer with nearly 27 years of experience in geotechnical engineering, materials engineering, and program management. He has managed over 100 engineering and construction projects, including federally funded transportation and infrastructure improvements. Mr. Jacobsen's expertise includes the administration and management of public construction projects and contracts, quality assurance/quality control program delivery, and technical review of earthwork, concrete, and asphalt specifications. He has served as Program Manager for major airport and highway projects, such as the SMForward Expansion Program at

Sacramento International Airport and the I-5 French Camp Interchange, providing construction management, materials testing, and quality assurance services in compliance with federal aid requirements and Caltrans standards.



**LANCE YOUNG**  
**Project Manager**

Lance Young offers over 38 years of experience in construction management, technical field testing, and materials inspection for transportation and public works projects. He is proficient in laboratory and field testing per ASTM, Caltrans, USACE and other federal and state standards. Mr. Young has managed construction testing and inspection services for bridge replacements, water treatment facilities, and roadway projects, ensuring compliance with federal aid requirements. His experience includes batch plant inspections, field density testing, and construction inspections for federally funded infrastructure projects.



**JIMMY ZEPEDA, DOT, ACI, ICC**  
**Materials Operations Supervisor / Lead Inspector**

Jimmy Zepeda has over 30 years of experience as a materials inspector, including 28 years with Kleinfelder. He holds numerous ICC certifications, including Master of Special Inspection, and is a Caltrans-certified quality tester for a wide range of test methods. Mr. Zepeda's expertise includes testing and observation services for concrete placement, reinforcing steel, prestressed and post-tensioning operations, welding verification, masonry, asphalt, and batch plant inspections. He has served as lead inspector for federally funded projects such as the I-5/French Camp Road Interchange Improvement and State Route 132/Bird Road Interchange, providing quality assurance testing and

inspection services in accordance with federal, state, and local requirements.

Collectively, this team demonstrates a robust record of managing and delivering federally funded construction projects, with deep knowledge of federal aid requirements, quality assurance, and compliance with Caltrans and USACE standards. Their combined experience covers all aspects of construction management, materials testing, inspection, and program oversight for complex infrastructure projects.

## iv. EXPERIENCE WORKING WITH GOVERNMENT APPROVAL AGENCIES

Kleinfelder has extensive experience providing on-call construction materials testing services for municipal capital improvement and private development projects that require review, acceptance, and approval by local and state agencies. Most notably, Kleinfelder currently provides on-call materials testing services to the City of Manteca, directly supporting projects under the City's jurisdiction and approval authority.

For the City of Manteca, Kleinfelder has delivered materials testing services for a broad range of projects, including parks, trails, streets, utility pipelines, storm drain and sanitary sewer pump stations, and drainage basins. These projects require close coordination with City Engineering staff and inspectors and strict compliance with City of Manteca standards, Caltrans Standard Specifications, and applicable ASTM and AASHTO testing procedures used to support construction acceptance and approvals.

Kleinfelder's specialized experience includes soils and aggregate sampling and testing, concrete sampling and compressive strength testing, Hot Mix Asphalt sampling and testing, and special inspections for structural steel, masonry, and concrete. All testing and inspection services are performed in accordance with agency requirements, with clear, timely documentation provided to facilitate efficient review, acceptance, and approval of construction activities.

Our approach is to function as a seamless extension of City staff, coordinating all testing services through the City's designated point of contact. Services are delivered through an integrated model consisting of project management, field testing, and laboratory testing, ensuring consistent communication, rapid response times, and reliable results. This approach has supported on-time and on-budget project delivery for City projects.

Professional competence is further demonstrated through our ability to provide materials and geotechnical engineering consultation during construction, allowing real-time review of field conditions and prompt resolution of issues affecting testing, approval, or schedule. This capability has reduced delays and supported expedited construction progress. Kleinfelder's local presence and familiarity with City procedures enable quick mobilization of qualified personnel, often within hours of a service request.

These services are overseen by our experienced Project Manager, Lance Young, who coordinates testing protocols, reporting requirements, and communication procedures with City staff. QA/QC oversight by Jimmy Zepeda, DOT, ACI, ICC, a senior licensed engineer ensuring that all materials testing services meet City and regulatory standards and directly support project approval requirements.

## v. WORK EXPERIENCE

We have experience providing materials testing and special inspection services for public agencies throughout the region. The following list highlights relevant past work, including project identification, a summary of roles and responsibilities, and verified client references knowledgeable about the services provided. No sub-vendors were utilized on these contracts; all work was performed by Kleinfelder personnel.

### **Project Name:** ON-CALL MATERIAL TESTING & SPECIAL INSPECTION SERVICES

**Client:** City of Stockton Public Works Department

**Contract Duration:** 2019 – Current

**Description of Services:** Kleinfelder provides materials engineering and testing services on a continuous basis, adjusting staffing levels as needed to support various bridges, streets, underground utilities (sanitary sewer, storm drainage, and water supply), and capital projects throughout the City of Stockton. Representative projects include the Wilson Way Roadway Improvements, Hazelton UPRR Safety Improvements, Little John Creek Embankment Emergency Repair, Fire Station #6 Modifications, and the Benjamin Holt Drive Signal Improvement.

**Roles & Responsibilities:** Kleinfelder was responsible for all materials testing and special inspection services, including field and laboratory testing, construction observation, and reporting. No sub-vendors were engaged.

**Key Personnel:** Steven Wiesner, PE, GE and Jimmy Zepeda, DOT, ACI, ICC

### **Client References:**

Jason Ender, Construction Engineering Supervisor  
City of Stockton  
425 N. El Dorado Street, Stockton, CA 95202  
t | 209.937.8381  
e | jason.ender@stocktonca.gov

Wes Johnson, PE, Engineering Services Manager  
City of Stockton  
425 N. El Dorado Street, Stockton, CA 95202  
t | 209.937.8088  
e | wes.johnson@stocktonca.gov

## **Project Name: ON-CALL MATERIALS ENGINEERING & TESTING SERVICES**

**Client:** San Joaquin County Department of Public Works

**Contract Duration:** 2019 – Current

**Description of Services:** Kleinfelder provides continuous materials engineering and testing services for bridges, streets, underground utilities, and capital projects throughout San Joaquin County. Projects include Stockton Metro Airport Taxiway, Juvenile Justice Center, Woodbridge Road, Sidewalk Accessibility Improvements (2019–2020), Middle Road Resurfacing, Countywide Chip Seal (2019–2020 and 2021–2022), Road District 4 Resurfacing (2021–2022), and the McArthur Road Bridge.

**Roles & Responsibilities:** Kleinfelder performed all field and laboratory materials testing, construction observation, and reporting. No sub-vendors were engaged.

**Key Personnel:** Steven Wiesner, PE, GE and Jimmy Zepeda, DOT, ACI, ICC

### **Client Reference:**

Emmanuel Salcedo  
San Joaquin County Department of Public Works  
1810 E. Hazelton Avenue, Stockton, CA 95205  
t | 209.468.3000  
e | esalcedo@sjgov.org

## **Project Name: ON-CALL MATERIALS TESTING & ENGINEERING SERVICES**

**Client:** City of Turlock

**Contract Duration:** 2018 – Current

**Description of Services:** Kleinfelder provides field and testing services for Portland cement concrete and sampling and testing of hot mix asphalt for various roadway and infrastructure projects. Representative projects include Headstrom Road Improvements, Washington Road Bridge Railing Repair, Safe Routes to School, RWQCF Improvements Project, Northeast Turlock Roads Rehabilitation Program, and the Various Roads Improvement Program.

**Roles & Responsibilities:** Kleinfelder was responsible for all materials testing and engineering services, including field and laboratory testing, construction observation, and reporting. No sub-vendors were engaged.

**Key Personnel:** Steven Wiesner, PE, GE and Jimmy Zepeda, DOT, ACI, ICC

### **Client Reference:**

Stephen Fremming, Principal Civil Engineer  
City of Turlock  
156 S. Broadway, Suite 150, Turlock, CA 95380  
t | 209.668.5417  
e | sfremming@turlock.ca.us

These references are directly knowledgeable about the scope, scale, and quality of services provided by Kleinfelder on projects similar in nature to those described by the City for this solicitation.

## **B. PROPOSED STAFFING AND PROJECT ORGANIZATION**

This section of the proposal establishes the method that will be used to manage the project as well as identify key personnel assigned. Specifically:

### **i. REGISTERED PROFESSIONAL ENGINEER**

Johan Jacobsen, PE, is a registered Professional Engineer in the State of California and will oversee and/or perform the materials testing services for this project. Steven Wiesner, PE, GE, is also a registered Professional Engineer in California and will provide additional technical oversight. Both meet the City's requirement for a California-registered PE on the project team.

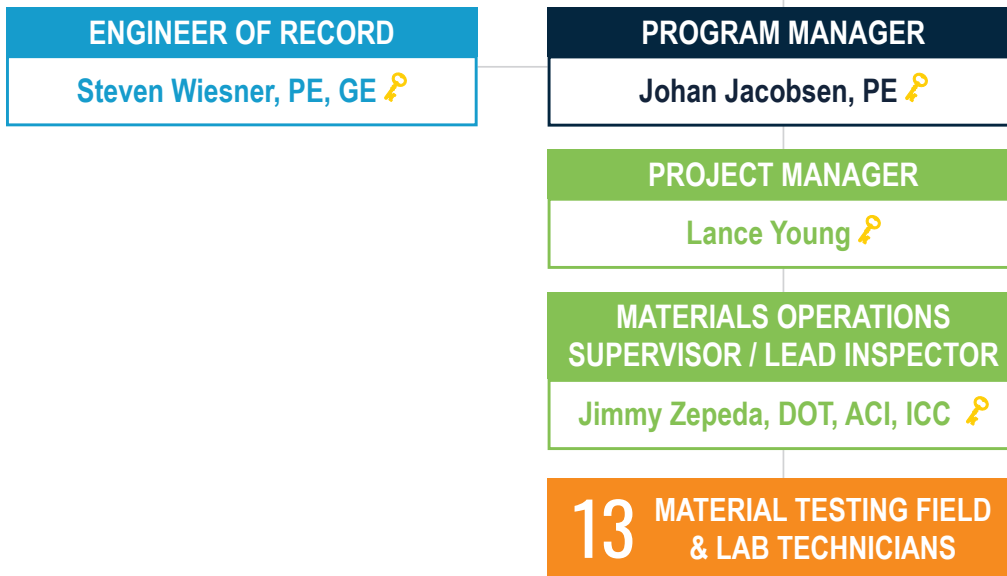
### **ii. RESUMES**

Please reference the appendix section for **resumes** of Key Personnel.

**III. KEY PERSONNEL**

Key Personnel	Current Location	Proposed Position	Current Assignment	Level of Commitment	Availability	Years the Firm
Steven Wiesner, PE, GE	Stockton, CA	Engineer of Record	Various	50%	100%	20
Johan Jacobsen, PE	Sacramento, CA	Program Manager	Various	50%	100%	11
Lance Young	Stockton, CA	Project Manager	Various	80%	100%	1
Jimmy Zepeda, DOT, ACI, ICC	Stockton, CA	Materials Operations Supervisor/Lead Inspector	Various	80%	100%	28

**iv. ORGANIZATIONAL CHART**



**LEGEND**

Key personnel

**v. ASSURANCE OF KEY PERSONNEL AVAILABILITY**

Kleinfelder affirms that key personnel identified for this project will be available as proposed for the duration of the assignment. No individual designated as “key” to the project will be removed or replaced without the prior written concurrence of the City.

## C. WORK PLAN

This Work Plan presents Kleinfelder’s approach to delivering on-call materials testing services and demonstrates a clear understanding of the City of Manteca’s project needs, schedules, and quality expectations. The narrative directly addresses the Scope of Services and is organized to align with the City’s evaluation criteria.

### i. APPROACH AND WORK PLAN

Our approach is designed to provide reliable, responsive, and technically consistent materials testing support for both project development and City capital improvement projects. Our work plan emphasizes early coordination, rapid mobilization, strict adherence to specifications, and clear communication. Demonstrating all services are delivered within established timeframes and without disruption to construction activities.

For each task assignment, Project Manager, Lance Young, will oversee execution from initiation through close-out, supported by Steven Wiesner, PE, GE, Engineer of Record, Materials Operations Supervisor, Jimmy Zepeda, DOT, ACI, ICC, and certified field and laboratory technicians. This structure ensures continuity, accountability, and compliance throughout the on-call contract term.

#### Key elements of our work plan include:

- **Responsiveness:** All service requests are acknowledged within 24 hours, with personnel and equipment mobilized within seven calendar days, or sooner as required by project conditions.
- **Integrated Coordination:** Field staff coordinate directly with City inspectors and contractors to confirm schedules, site readiness, and inspection coverage.
- **Technical Support:** Lance Young and technical staff remain available throughout construction to interpret test results and support City staff and applicants.
- **Transparent Documentation:** Daily electronic logs, photographs, and videos are provided for all field activities, with test results reported promptly after completion.
- **Comprehensive Testing Capability:** Full-scope materials testing is provided for soils, subgrades, aggregates, asphalt, structural concrete, compaction, and associated materials in accordance with contract requirements.

This approach enables predictable execution, regulatory compliance, and uninterrupted support for the City’s construction program.

### ii. SEQUENTIAL ACTIVITIES AND ASSIGNMENT OF PERSONNEL

Kleinfelder performs materials testing services through a clearly defined, sequential process, with responsibilities assigned to qualified staff at each stage.

#### SEQUENTIAL WORK ACTIVITIES

##### 1. Project Onboarding

- Lance Young, Project Manager, reviews approved plans, specifications, and testing requirements; establishes project setup; and coordinates preconstruction meetings with City staff. Mr. Young will be available by means of phone or other methods to discuss test results and technical questions for the duration of the project’s lifespan.
- Steven Wieser, Engineer of Record, provides technical oversight and guidance on applicable testing protocols.

##### 2. Dispatching and Scheduling

- Service requests are processed through Kleinfelder’s centralized dispatch system.
- Jimmy Zepeda, the Materials Operations Supervisor, schedules certified field and laboratory staff and confirms mobilization with City inspectors.

##### 3. Field Sampling and Testing

- Certified field technicians perform required sampling and in-place testing for soil, aggregates, base materials, asphalt, and concrete, including slump, temperature, compaction, and cylinder preparation.
- Field personnel document activities using electronic logs, photographs, and videos.

## 4. Laboratory Testing

- Accredited laboratory staff conduct analyses such as sieve analysis, ASTM moisture-density relationships, R-values, sand equivalent, durability index, plasticity index, plasticity index and concrete compressive strength testing.
- Interim results are internally reviewed by Lance Young, Project Manager, and Steven Wiesner, PE, GE, Engineer of Record.

## 5. Reporting and Communication

- Daily logs and test results are transmitted to the City within required timeframes.
- Final reports are reviewed for completeness and clarity prior to submission, with staff available to discuss findings or corrective actions.

## 6. Contract Administration

- Lance Young will prepare and submit detailed monthly invoices documenting personnel, labor hours, and task-specific costs in accordance with contract requirements.

### iii. QUALITY CONTROL AND SCHEDULE CONTROL METHODS

Kleinfelder applies consistent quality assurance and schedule control measures across all field and laboratory material testing activities to ensure accuracy, compliance, and timely delivery.

Quality and schedule control methods include:

- **Standardized Testing Procedures:** All testing is performed in accordance with applicable ASTM, AASHTO, Caltrans, and City-adopted standards.
- **Certified Personnel:** Field and laboratory staff maintain appropriate certifications and participate in ongoing training to sustain technical proficiency.
- **Internal Review:** Lance Young, Project Manager, and Steven Wiesner, PE, GE, Engineer of Record will review test data and reports prior to submission. Any discrepancies or non-compliant results are immediately addressed with City staff and contractors.
- **Pre-Task Coordination:** Pre-mobilization briefings and schedule confirmations ensure alignment with site conditions and construction sequencing.
- **Digital Documentation:** Electronic logs, photo/video documentation, and daily reporting support transparency, progress tracking, and issue resolution.
- **Resource Flexibility:** Staff are primarily deployed from the Stockton office and supplemented as needed from other regional locations (billed as Stockton), ensuring service continuity during peak workload periods.

These controls support consistent quality, schedule reliability, and clear project oversight for all testing services.

### iv. ENHANCEMENTS AND PROCEDURAL INNOVATIONS

Kleinfelder incorporates procedural and technical enhancements that improve efficiency and transparency while fully supporting the objectives of the Scope of Services.

Enhancements include:

- **Advanced Digital Reporting:** A secure digital platform provides near real-time access to daily field logs, photos, and test results, improving visibility and decision-making.
- **Centralized Dispatch:** All mobilizations are coordinated through a dedicated dispatch center with after-hours coverage, supporting both routine and urgent response needs.
- **Scalable Staffing Model:** Access to more than 100 trained field and technical staff across multiple locations allows rapid adjustment to fluctuating workload demands.
- **Proactive Communication:** Project managers and technical leads maintain regular contact with City representatives and remain readily available to address questions or concerns.
- **Centralized Billing and Records Management:** Invoicing, documentation, and quality records are centrally managed to ensure accuracy, consistency, and audit readiness.

These enhancements support efficient project delivery, predictable performance, and strong collaboration with the City of Manteca.

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700  
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT.

CONSULTANTS

By:  \_\_\_\_\_

[Title]

Johan Jacobsen, PE  
Program Manager/NCP Service Line Lead - CoMET

EXHIBIT C

Fee and Deliverables Schedule



**Developed for: City of Manteca: RFP On-Call Materials Testing Services**

**TECHNICIAN NON-PREVALING WAGE (OFF-SITE) RATES**

Technician * - ACI/Soils/Asphalt Testing & Observation.....	\$ 130/ hour
Special Inspector* - ICC Certified Structural Inspector (Masonry, Shotcrete and PT Slab Services, Reinforced Concrete, High Strength Bolting, and Floor Flatness).....	\$ 145/ hour
Special Inspector* - CWI/NDT/NACE (Welding, NDT, NACE) .....	\$ 165/ hour

**TECHNICIAN PREVAILING WAGE (ON-SITE & TRAVEL) RATES**

Masonry/Lead Inspector*^ (G1-NC 63-3-9-2025-1) .....	\$ 254/ hour
Building/Const Inspector*^ (G2-NC 63-3-9-2025-1) .....	\$ 249/ hour
Soils/Asphalt Tech*^ (G3-NC 63-3-9-2025-1) .....	\$ 175/ hour
Concrete ACI Inspector*^ (G4-NC 63-3-9-2025-1).....	\$ 175/ hour

**PROFESSIONAL STAFF RATES**

Professional* .....	\$ 152/ hour
Staff Professional* .....	\$ 175/ hour
Project/Senior Professional .....	\$ 225/ hour
Principal Professional .....	\$ 270/ hour
Senior Principal Professional .....	\$ 315/ hour
Senior Technical Manager <i>or</i> Major Accounts Manager .....	\$ 350/ hour
Project Manager I .....	\$ 200/ hour
Project Manager II .....	\$ 230/ hour
Materials Manager <i>or</i> Materials Operations Supervisor.....	\$ 230/ hour
Senior Project Manager .....	\$ 275/ hour
Program Manager .....	\$ 280/ hour
Senior Program Manager.....	\$ 350/ hour
Project Controls Professional*.....	\$ 137/ hour
Senior Project Controls Professional .....	\$ 210/ hour
Administrator/Dispatch* .....	\$ 115/ hour

**OVERTIME & MINIMUMS**

- ✓ Overtime or Double-time applies to \* rates above. Time worked in excess of 8 hours per day, and Saturday work will be charged at 1.5X the hourly rate shown. Time worked in excess of 12 hours per day, and Sunday or Holiday work will be charged at 2.0X the hourly rate shown.
- ✓ 4-hour minimum for onsite inspectors will apply, with 2-hour increments thereafter.
- ✓ Show-up/No Work or cancellations <24 hours in advance will be subject to a 2-hour minimum charge.

**PREVAILING WAGE**

- ✓ Public works projects or projects receiving public funds may be subject to Prevailing Wage (PW) laws. The above rates marked ^ apply to NC 63-3-9-2025-1 prevailing wages. Second/Night shift rates (not shown) apply to any



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work starting after 2pm or before 4am and will incur a 12.5% surcharge on the base rate of the corresponding group rate in accordance with California DIR shift provisions.

- ✓ Prevailing wage billing rates will increase 4% per hour on July 1st of each year beginning July 1<sup>st</sup>, 2026 to account for the predetermined increases for determination NC 63-3-9-2025-1.
- ✓ Travel time will be charged at the prevailing wage rate, as required per the determination and the Public Works Manual Section 4.1.5.
- ✓ PW rates will be charged, including retroactively, for the covered scope items if the DIR directs that this is covered work at any time during the life of this agreement, or thereafter.
- ✓ Kleinfelder reserves the right to increase billing rates following any change to an applicable Master Labor Agreement during the life of a PLA project.

**ESCALATION & BILLING**

- ✓ Laboratory Testing Rates are in accordance with “2026 Kleinfelder Fee Schedule for Geotechnical and Materials Laboratory Testing Services” dated January 2026 and attached herein
- ✓ Subcontractor Fees and Other Direct Costs to be reimbursed at cost plus 10%.
- ✓ Travel related expenses to be reimbursed at cost. Mileage to be billed at current IRS rate.
- ✓ Hourly rates shall be escalated annually on January 1 of each calendar year, starting 1/1/2027. Labor Escalation Rate to be 5%.
- ✓ Hourly rates assume that other direct costs will be billed and reimbursed by the client. Kleinfelder reserves the right to adjust the rate schedule on projects where other direct costs are not reimbursed.

**MATERIALS TESTING EQUIPMENT**

<u>Equipment</u>	<u>Invoice Name</u>	<u>Test Method<sup>†</sup></u>	<u>Price</u>
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$150.00 / day
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$20.00 /day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$55.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
FerroScan Equipment	FERROSCAN EQUIPMENT		\$275.00 /day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 /day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$45.00 /day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$55.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$50.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$75.00 /day
Nuclear Soil Density /Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$31.00 / hour

## KLEINFELDER FEE SCHEDULE FOR GEOTECHNICAL and MATERIALS LABORATORY TESTING SERVICES Prepared for City of Manteca: RFP On-Call Materials Testing Services

<b>SOIL COMPACTION TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Standard Proctor	D698, T99	\$	580
Modified Proctor	D1557, T180	\$	580
Proctor Correction for Oversize Material	D4718	\$	360
Rapid Determination of Compaction*	D5080	\$	580
1-Point Proctor, Check Point	T272	\$	455
Treated Soil Proctor	D558	\$	680
Minimum and Maximum Relative Density	D4254, D4253	\$	1075
Maximum Density by Vibratory Hammer	D7382	\$	995
Moisture/Density, TEX 113-E	TEX113-E	\$	580
Moisture/Density, TEX 114-E	TEX114-E	\$	580
California Impact, CT 216	CT216	\$	555
<i>*Field test only</i>			

<b>SOIL CLASSIFICATION AND INDEX TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Visual Classification	D2488	\$	290
Water Content	D2216, D4643, T265	\$	284
Water Content and Dry Unit Weight	D2216, D2937, D7263	\$	312
Sieve Analysis, % Finer than No. 200 Sieve	D1140	\$	370
Sieve Analysis, Fine	D6913, T88	\$	425
Sieve Analysis, Coarse	D6913, T88	\$	425
Sieve Analysis, Coarse and Fine	D6913, T88	\$	457
Hydrometer Analysis ( <i>Requires a Sieve Analysis, not included</i> )	D7928 or D422-withdrawn	\$	495
Atterberg Limits, Single Point	D4318-B, T89, T90	\$	410
Atterberg Limits, Multiple Point	D4318-A, T89, T90	\$	495
Organic Soil Classification ( <i>by Atterberg Method</i> )	D2487/D4318	\$	600
Soil Specific Gravity	D854, T100	\$	555
Soil Organic Content	D2974-C	\$	420
Thermal Resistivity, Per Point	D5334, IEEE 422	\$	690
Thermal Resistivity, Dry-Out Curve	D5334, IEEE 422	\$	1530

<b>DISPERSIVE SOIL TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Pinhole Dispersion Classification	D4647	\$	960
Double Hydrometer for Dispersive Soils	D4221	\$	620
Crumb Test for Dispersive Soils	D6572	\$	370

<sup>†</sup>Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR  
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<b>SOIL CHEMISTRY TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Soil pH	D4972, T289	\$	330
Soil Resistivity	G57, T288	\$	465
Chloride Content	T291	\$	346
Sulfate Content	T290-B	\$	330
Redox Potential	G200	\$	340

<b>TREATED/STABILIZED SOIL TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Eades and Grim Test - Optimum Lime Content	C977	\$	545
Stabilized Soil UC Strength, 1 Point ( <i>proctor not included</i> )	D1633, D5102	\$	495
Stabilized Soil UC Strength, Set of 3	D1633, D5102	\$	1635
CT 373, 1 Lime Content, w/o Opt. Moist.	CT373	\$	485
CT 373, 1 Lime Content	CT373	\$	745
CT 373, 3 Lime Contents	CT373	\$	1,635
CTB Strength, Individual Specimen		\$	495
CTB Strength, Set of 3, Without Design		\$	775
CTB Complete Mix Design		\$	Inquire

<b>SOIL BEARING PRESSURE TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
California Bearing Ratio, Single Point ( <i>proctor not included</i> )	D1883, T193	\$	725
California Bearing Ratio, 3 Points ( <i>proctor not included</i> )	D1883, T193	\$	1130
Resistance R-Value	D2844	\$	690
Resistance R-Value of Treated Material	D2844	\$	690
Rock Correction for R-Value	D2844	\$	360
Resilient Modulus	T307	\$	895

<sup>†</sup>Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR  
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<b>SOIL STRENGTH, PERMEABILITY and VOLUME CHANGE TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Pocket Penetration Value		\$	290
Unconfined Compressive Strength	D2166, T208	\$	445
Direct Shear, 1 Point	D3080, T236	\$	455
Direct Shear, 3 Points	D3080, T236	\$	780
Direct Shear, Residual Strength, Each Point	D3080-Modified	\$	590
Consolidation without Time Rate Plots	D2435-Modified	\$	710
Consolidation with 2 Time Rate Plots	D2435-A, T216-A	\$	855
Consolidation, All Loads with Time Rates	D2435-B, T216-B	\$	1,130
Consolidation, Additional Rebound, per point		\$	325
Collapse Potential	D5333	\$	590
One Dimensional Swell – Wetting After Loading, Series	D4546-A	\$	660
One Dimensional Swell – Wetting After Loading	D4546-B	\$	485
One Dimensional Swell – Loading After Wetting	D4546-C	\$	895
Expansion Index	D4829	\$	515
Denver Swell Test		\$	485
Permeability, Rigid Wall	D2434	\$	855
Permeability, Flexible Wall	D5084-C	\$	780
Triaxial Compression, CU, 1 Point	D4767, T297	\$	925
Triaxial Compression, CU, 3 Points	D4767, T297	\$	1,930
Triaxial Compression, UU, 1 Point	D2850, T296	\$	535
Triaxial Compression, UU, 3 Points	D2850, T296	\$	1,110
Triaxial Compression, UU Saturated, 1 Point	D2850-Modified	\$	660
Triaxial Test, TEX117E, Part I	TEX117E	\$	2670
Triaxial Test, TEX117E, Part II	TEX117E	\$	2670
Vane Shear – Hand-Held Torvane	ASTM D8121	\$	315
Vane Shear – Motorized	D4648	\$	360

<b>ROCK TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Rock Sample Preparation	D4543	\$	410
Rock Mohs Hardness	IRSM	\$	360
Rock Point Load Index, per Point*	D5731	\$	232
Rock Slake Durability	D4644	\$	520
Rock Splitting Tensile/Brazilian, per Point*	D3967	\$	385
Rock Direct Tensile	D2936	\$	500
Rock Unconfined Compression	D7012-C	\$	590
<i>Rock testing fees include routine sample preparation (end grinding) and sample photographs.</i>			
<i>*Point load and splitting tensile test fees are per break, not per set of ten.</i>			

<sup>†</sup>Common ASTM, AASHTO and DOT test methods.

- Those beginning with A, B, C, D, E, F, or G are ASTM methods.
- Those beginning with T are AASHTO methods.

**KLEINFELDER FEE SCHEDULE FOR  
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<b>AGGREGATE TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
ASR Reactivity, Long Method	C227, C1293	\$	2,550
ASR Reactivity, Short Method	C1260, C1567	\$	1,530
Cleanness Value	CT227	\$	475
Clay Lumps and Friable Particles, per size *	C142, T112	\$	390
Coarse Specific Gravity & Absorption	C127, T85	\$	385
Fine Specific Gravity & Absorption	C128, T84	\$	450
Coarse Durability	D3744, T210	\$	455
Fine Durability	D3744, T210	\$	455
Flat and Elongated Particles, per size *	D4791	\$	380
Fractured Faces, per size *	D5821, T335	\$	390
Lightweight Pieces ( <i>per specific gravity of heavy liquid</i> )	C123, T113	\$	650
Los Angeles Abrasion, Large Aggregate	C535	\$	520
Los Angeles Abrasion, Small Aggregate	C131, T96	\$	520
Mortar Sand Strength	C87, CT515	\$	1,130
Organic Impurities	C40, T21	\$	385
Sand Equivalent	D2419, T176	\$	455
Sieve Analysis, % Finer than No. 200 Sieve	C117, T11	\$	370
Sieve Analysis, Fine	C136, T27	\$	425
Sieve Analysis, Coarse	C136, T27	\$	425
Sieve Analysis, Coarse and Fine	C136, T27	\$	465
Soundness of Aggregate, per size *	C88, T104	\$	455
Unit Weight	C29, T19	\$	340
Water Content	D2216, C566, T255	\$	284
Texas Wet Ball Mill	TEX116E	\$	660
Decantation Wash	TEX406A	\$	375
Uncompacted Void Content of Fine Aggregate	C1252, T304	\$	445
Methylene Blue	T330	\$	580

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

<b>FILTER MEDIA TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Filter Media, Sieve Analysis ( <i>includes d10, d60, es, cu</i> )	AWWA B100	\$	495
Filter Media, Mohs Hardness	AWWA B100	\$	495
Acid Solubility	AWWA B100	\$	495

<sup>†</sup>Common ASTM, AASHTO and DOT test methods.

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<b>CONCRETE TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Concrete Compression	C39	\$	55
Concrete Core Compression	C42	\$	375
Concrete Flexural Strength	C78	\$	390
Hydraulic Cement Mortar Compression	C109 (field cast)	\$	292
Concrete Drying Shrinkage, set of 3	C157	\$	940
Concrete Core Thickness	C174	\$	32
Concrete Laboratory Trial Batch*	C192	\$	2130
Concrete Time of Set by Penetration Resistance	C403, C191	\$	2650
Concrete Modulus of Elasticity	C469	\$	895
Concrete Splitting Tensile Strength	C496	\$	440
Concrete Absorption	C497, C642	\$	470
Concrete Cylinder Unit Weight	C567	\$	450
Non-Shrink Grout Compression	C1107, C579	\$	295
Shotcrete Compression	C1140, C1604	\$	346
Shotcrete Core Grading	ACI 506.3	\$	450
Concrete Paving Slab Modulus of Rupture	C1782	\$	1,270
Concrete Direct Tensile	D2936, CRD C164	\$	775
CLSM Compression	D4832	\$	312
Lightweight Insulating Concrete Compression, inc. density	C495	\$	390

*\*Includes up to 9 cylinders or 9 flex beams, additional cylinders, beams, or shrinkage prisms charged at individual unit rates.*

<b>ROLLER COMPACTED CONCRETE TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
RCC Compression	C1435/C39	\$	295
RCC Direct Tensile		\$	815
RCC Air Content	C1849	\$	Inquire
RCC Unit Weight	C1849	\$	Inquire
RCC Consistency and Density (VeBe)	C1170	\$	Inquire
RCC Accelerated Cure	C1768 - modified	\$	Inquire
RCC Trial Batch	ACI 211.1	\$	inquire

<b>MASONRY TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Masonry Grout Compression	C1019, C942	\$	295
Masonry Mortar Compression, cube or cylinder	C270, C780	\$	295
Masonry Core Compression and Shear	CA DSA	\$	480
Masonry Prism Compression	C1314	\$	420
CMU Absorption and Received Moisture	C140	\$	385
CMU Compression	C140	\$	390
CMU Dimension Verification	C140	\$	315
CMU Lineal Shrinkage	C426	\$	625

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<b>ASPHALT MIXTURE TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Air Voids Determination ( <i>calculation only</i> )	D3203, AI-MS-2	\$	323
VMA Determination ( <i>calculation only</i> )	AI-MS-2, CT-LP-2	\$	323
VFA Determination ( <i>calculation only</i> )	AI-MS-2, CT-LP-2	\$	323
Volumetric Properties ( <i>calculation only</i> )	AI-MS-2, CT-LP-2	\$	323
AC Moisture Content	T329	\$	341
Gradation of Extracted Aggregate	D5444	\$	420
AC Content by Extraction	D2172	\$	655
AC Content by Ignition Oven	D6307, T308	\$	465
AC Ignition Oven Correction Factor ( <i>once per mix design</i> )	D6307	\$	725
Hveem Stability	D1560	\$	725
Hveem Stability without Compaction	D1560	\$	495
Marshall Stability and Flow ( <i>does not include compaction</i> )	D6927	\$	485

<b>ASPHALT DESIGN AND DENSITY TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
AC Core Thickness	D3549	\$	298
AC Core Unit Weight & Thickness	D1188, D2726, D3549	\$	323
Unit Weight, Gyrotory Method	D6925, T312	\$	690
Unit Weight, Hveem Method	D1561	\$	670
Unit Weight, Marshall Method	D6926	\$	555
Maximum Theoretical Specific Gravity	D2041	\$	475
Moisture Induced Damage (Wet)	T283, CT371	\$	1,945
Tensile Strength Ratio (Wet & Dry)	T283, CT371	\$	2,730
Hamburg Wheel Track, Set of 2	T324	\$	1,620
Rutting Susceptibility using Asphalt Pavement Analyzer	T340	\$	1,770
Index of Retained Strength	D1075	\$	1,800
Indirect Tensile Strength, set of 3 ( <i>does not include compaction</i> )	D6931	\$	1,300
Indirect Tensile Strength of Cored Specimen	D6931	\$	725
Caltrans Optimum Bitumen Content OGFC	CT368	\$	2,385
Film Stripping	CT302	\$	455
Mix Design, Hveem Method	CT367	\$	Inquire
Mix Design, Marshall Method	AI-MS-2	\$	Inquire
Mix Design, Superpave Method	AI-MS-2	\$	Inquire

<sup>†</sup>Common ASTM, AASHTO and DOT test methods.

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<b>EMULSION TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Emulsion Settlement	D6930, T59	\$	565
Emulsion Sieve Test	D6933, T59	\$	390
Emulsion Storage Stability	D6930, T59	\$	495
Emulsion Torsional Recovery	CT332	\$	465
Particle Charge	D7402, T59	\$	390
Residue by Evaporation	D6934, T59	\$	405
Saybolt Viscosity	D7946, T59	\$	465
Slurry Seal Wet Track Abrasion	D3910, ISSA TB100	\$	725

<b>REINFORCING BAR TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Bend	A370, E290	\$	315
Rebar Tensile, up to No. 11	A370, E8	\$	380
Rebar Tensile, No. 14 and No. 18	A370, E8	\$	575
Rebar Coupler Slip	A370, A1034, CT670	\$	490
Rebar Coupler Tensile, up to No. 11	A370, A1034, CT670	\$	410
Rebar Coupler Tensile, No. 14 and No. 18	A370, A1034, CT670	\$	625
Rebar Welded Hoop Tensile	A370, CT670	\$	410
Headed Rebar Tensile, up to No. 11	A370, A970	\$	400
Headed Rebar Tensile, No. 14 and No. 18	A370, A970	\$	600
Epoxy Coating Thickness	A775, A934	\$	390
Epoxy Coating Continuity – Holiday Test	A775, A934	\$	390
Epoxy Flexibility - Bending	A775, A934	\$	390

<b>HIGH STRENGTH BOLT TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Bolt Assembly Suite (Bolt, Nut, Washer) *	F606	\$	580
Bolt Hardness	E18	\$	293
Bolt Proof Load	F606	\$	315
Bolt Wedge Tensile	F606	\$	320
Nut Hardness	E18	\$	293
Nut Proof Load	F606	\$	315
Washer Hardness	E18	\$	293

*\*An assembly is one bolt, nut, and washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on each piece.*

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<b>METALS TESTS</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
PT Strand Tensile	A370, A1061	\$	605
Anchor Bolt Tensile, up to 1.5" dia.	F1554	\$	455
Anchor Bolt Tensile, greater than 1.5" dia.	F1554	\$	625
Reduced Section Tensile*	A370	\$	520
Modulus of Elasticity**	A370	\$	550
Bolt Thread Pitch Verification		\$	425
Rockwell Hardness	E18	\$	293
Macroetch	E381	\$	750
Charpy Impact, Set of 3 ***	A370, A673	\$	1,250
Galvanization Thickness	B499, E376	\$	288
Fireproofing Density	E605	\$	375
* <i>Machining test specimens is not included.</i>			
** <i>In addition to the reduced section tensile fee</i>			
*** <i>Machining test specimens is not included. Additional fees will be assessed for testing at temperatures other than 40°F.</i>			

<b>SAMPLE PREPARATION AND DISPOSAL</b>			
<b>Test</b>	<b>Standard Test Method<sup>†</sup></b>	<b>Fee</b>	
Sample Cutting and Trimming	n/a	\$	295
Sample Preparation	n/a	\$	330
Sample Remolding	n/a	\$	360
Contamination Fee	n/a	\$	varies
Sample Disposal Fee	n/a	\$	varies

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