

**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

BLACKBURN CONSULTING

Consultant

2491 BOATMAN AVENUE                      WEST                      CA                      95691

SACRAMENTO

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:

Agreement for Services

City:

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

Consultant:

Bryce Moore  
Director of Construction Services  
Blackburn Consulting  
2491 Boatman Avenue  
West Sacramento, CA, 95691  
916-375-8706  
brycem@blackburnconsulting.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 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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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:

BLACKBURN CONSULTING

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

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



ATTEST:

By:

\_\_\_\_\_  
(Signature) Bryce Moore, Vice President

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

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

COUNTERSIGNED:

By:

\_\_\_\_\_  
(Signature)

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

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

COUNTERSIGNED:

Address:

\_\_\_\_\_  
2491 Boatman Avenue

\_\_\_\_\_  
West Sacramento, CA 95691

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

Telephone:

\_\_\_\_\_  
(916) 375-8706

APPROVED AS TO FORM:

Andy Pinasco, Interim City Attorney

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

EXHIBIT A  
Scope of Work

## C. TECHNICAL PROPOSAL

### a. QUALIFICATIONS, EXPERIENCE, & REFERENCES

#### FIRM PROFILE

Blackburn Consulting is an S-Corporation established in 1998 with a commitment to excellence. Blackburn provides materials testing, construction management & inspection, laboratory testing, geotechnical, geological, geo-environmental, and geo-structural services for public works projects. We have a strong reputation for quality because we take the time to do things right. We are careful and thoughtful, which results in economical, technically accurate recommendations and designs and lower long-term lifecycle costs.

Between our five offices, we have a full-time staff of over 60 which includes material testers, inspectors, field and laboratory technicians, resident engineers, drafters, civil engineers, geotechnical engineers, geologists, and support staff. Blackburn Consulting has a well-qualified staff available to assist with this contract. We have led teams for these types of contracts and know what it takes to meet deadlines, control budgets, and satisfy our clients.

#### CURRENT FINANCIAL CONDITION

Blackburn has the necessary facilities, ability, experience, and financial resources to provide the services required for this contract. Blackburn has not filed for bankruptcy and does not have pending litigation, planned office closures, or an impending merger. We provide a copy of our Indirect Cost Rate and Financial Management Certification as recognized by the State of California in the Appendix.

#### FEDERAL AND STATE PROJECT QUALIFICATIONS

Bryce Moore, Blackburn's Project Manager, and Sergio Tostado, Blackburn's registered Professional Engineer, have managed multiple federally funded contracts for materials testing and construction management. They are experienced with the required project documentation and the requirements of FHWA and Chapters 15, 16, and 17 of the Local Assistance Procedures Manual (LAPM) through professional experience, and Bryce Moore has received additional training through the Caltrans RE Academy.

Our staff have provided on-call services on federally funded projects through contracts with Caltrans in Districts 2, 3, 6, 9, and 10 as well as local projects for county and city agencies including San Joaquin County, the City of Patterson, and the City of Manteca.

Blackburn has concentrated on public works projects since the company's founding. We have experience with invoicing and payroll requirements on state and federally funded projects. Blackburn Consulting pays applicable prevailing wage rates to employees who perform prevailing wage work. Blackburn's Business Manager, Donald Blackburn, is an active member of the American Council of Engineering Companies (ACEC) Prevailing Wage Law Committee and Bryce is an active member of the ACEC/Caltrans Liaison Committee.

#### FIRM INFORMATION



#### OFFICE LOCATIONS AND SIZE

##### West Sacramento

2491 Boatman Avenue  
West Sacramento, CA 95691  
Phone: (916) 375-8706  
Total Staff: 37

##### Auburn (Headquarters)

11521 Blocker Dr, Ste 110  
Auburn, CA 95603  
Phone: (530) 887-1494  
Total Staff: 18

##### Sausalito

200 Gate 5 Road, Ste 210  
Sausalito, CA 94965  
(805) 746-2579  
Total Staff: 1

##### Fresno

4186 W. Swift Ave, Ste 107  
Fresno, CA 93722  
Phone: (559) 438-8411  
Total Staff: 3

##### Escondido

450 State Place,  
Escondido, CA 92029  
(760) 888-6687  
Total Staff: 3

#### ORGANIZATION DETAILS

S-Corporation  
Certified Small Business  
#18473  
Federal Tax ID #68-0419662  
DIR #1000012307



## C. TECHNICAL PROPOSAL

### ON-CALL CONTRACT QUALIFICATIONS

Blackburn has a proven track record providing on-call materials testing for public agencies. We've served on-call contracts with local, state, and federal agencies, some valued at over \$10M each. We are familiar with the demands and fluctuations of an on-call contract. We know the importance of quick response time, clear communication, consistent work quality, and flexibility when it comes to meeting agency staffing needs. Our company is small, nimble, experienced, and professional. These qualities make us uniquely qualified to serve on-call contracts well. We include client references in the following sections who can speak to our commitment to quality service and ability to manage projects efficiently.

### MATERIALS TESTING QUALIFICATIONS

Blackburn has provided Quality Assurance materials testing during construction on a wide variety of projects including roadways, bridges, pipelines, water/ wastewater plants, levees, dams, and schools. Blackburn's materials testers have:

- Specialized training and education for various construction procedures and techniques
- Extensive experience in public works construction
- Training in standard practices for testing and quality assurance
- Experience with the City Standard Specifications, Caltrans Standard Specifications, Caltrans Construction Manual, and the Local Assistance Procedures Manual (LAPM)

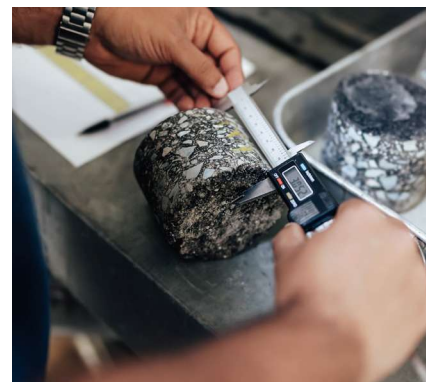


Our materials testing staff are certified by Caltrans, International Code Council (ICC), and the American Concrete Institute (ACI). Each staff member understands the importance of timely completion of tests, documentation, and strict adherence to minimum testing frequencies and test turnaround times established in the Caltrans Construction Manual and Local Assistance Procedures Manual (LAPM). Our materials testing staff provide the experience and the professionalism to navigate contractor issues and implement the construction standards and design team's vision.

### LABORATORY TESTING QUALIFICATIONS

Our laboratory performs tests on soil, rock, soil amendment mixtures, HMA, concrete, and aggregates. In-house laboratory services allow us to maintain close control of testing and turn-around times. All laboratory data and reports are reviewed by a registered engineer for quality and accuracy. Our laboratory maintains accreditation from:

- California Department of Transportation (Caltrans)
- Cement and Concrete Reference Laboratory (CCRL)
- AASHTO Materials Reference Laboratory (AMRL)
- US Army Corp of Engineers (USACE)
- Division of the State Architect (DSA)



Our in-house QA program requires independent assurance testing and includes procedures for technician certification, test control data, diagnostic and corrective action, performance procedures, equipment inventory, and equipment calibration information. Blackburn's lab will maintain our lab accreditations for the life of this contract.

## C. TECHNICAL PROPOSAL

### RELEVANT PROJECTS AND REFERENCES

#### CITY OF PATTERSON ROADWAY IMPROVEMENTS

Blackburn provided construction management, inspection, and materials testing for multiple federally funded projects that complied with Caltrans and FHWA requirements. Project-specific materials sampling, acceptance, and independent assurance testing in accordance with the Caltrans-approved quality assurance program for light pole foundations, sidewalks, curbs, ADA ramps and roadways. Completed projects include:

- **Ward Avenue Overlay Phase 2:** Pavement rehabilitation and reconstruction of curb ramps and crosswalks including stamped and colored type A HMA overlay over geosynthetic paving interlayer over existing pavement. *(Project Dates: 03/2025-06/2025) Construction complete. Contract: \$38,219 Billed: \$25,019, Funding: Federal, state, and local.*
- **Sperry Avenue - American Eagle to Ward:** Replacement of sidewalks, ADA ramps, and pavement improvements. *(Project Dates: 03/2023-01/2024) Construction complete. Contract: \$102,839 Billed: \$102,839, Funding: Federal, state, and local.*
- **Kinshire Waterline Replacement & Street Reconstruction Phase 1A/1B**  
This project included the installation of ~6,900 LF of water line and water meters, new concrete sidewalk, ADA curbs and ramps, and full-depth pavement reconstruction. *(Project Dates: 06/2021-01/2024) Construction complete. Contract: \$418,857 Billed: \$262,926, Funding: State and Local.*
- **Roundabout at Salado & 7th Street:** Traffic Management Intersection Improvements that involved construction of a roundabout to ease congestion and pedestrian traffic. *(Project Dates: 08/2020-01/2021) Construction complete. Contract: \$46,497 Billed: \$53,035, Funding: Federal and local.*
- **Ninth Street:** Realignment to improve traffic flow and safety, installation of new streetlights, sidewalks, and landscaping improvements. *(Project Dates: 08/2019-05/2020) Construction complete. Contract: \$115,919 Billed: \$96,439, Funding: State*

**BLACKBURN SCOPE:** During construction, Blackburn provided:

Construction and Contract Management: Submittal, change order, progress payment, and RFI review, conducting progress meetings, inspection oversight, DBE utilization tracking, certified payroll review, and contract administration.

Materials Testing: Project-specific materials sampling, acceptance, and independent assurance testing for light pole foundations, sidewalks, curbs, and ADA ramps, roadway subgrade and aggregate base, sidewalks, curbs, ADA ramps, and HMA.

Project Closeout and Approval: Electronic and paper copies of documents categorized in accordance with Chapter 16 of the LAPM and preparation of project closeout forms in accordance with Chapter 17 of the LAPM.

*Blackburn conducted weekly progress meetings and met with the client on a monthly basis to coordinate project activities and review progress.*

PROJECT INFORMATION	
<b>Project Dates</b>	08/2019 - 01/2024
<b>Agency</b>	City of Patterson 1 Plaza PO Box 667 Patterson, CA
<b>Contact</b>	Tiffany Rodriguez Director of Engineering Capital Projects Manager (209) 895-8075 tirodriguez@ci.patterson.ca.us
<b>Contract / Billed</b>	\$867,297/ \$671,206
<b>Key Staff</b>	<u>Construction Manager:</u> Bryce Moore <u>Assistant Resident Engineer:</u> Sergio Tostado, PE <u>Materials Testers/Inspectors:</u> Bismarck Maddy Dustan Kliethermes Jesus Tostado Eric Quintana Mark Mahoney Jesus Tostado



## C. TECHNICAL PROPOSAL

### MERCED COUNTY ON-CALL

Blackburn provides geotechnical engineering, construction inspection, and materials testing services to the County of Merced through an on-call contract. Projects included:

- **Kibby Bridge Replacement over Bear Creek (39C0350):** The replacement of an existing steel railroad bridge with a new cast-in-place concrete slab bridge. Blackburn scope: Materials testing and special inspections. Funding: Federal-aid Project No. BRLO-5939(092)
- **Burchell Avenue Bridge Replacement over Duck Slough (39C0290):** The replacement of an existing bridge with a cast-in-place, prestressed concrete structure. Blackburn scope: Materials testing and special inspections. Funding: Federal-aid Project No. BRLO-5939(077)
- **Bunker Road Pavement Repair:** The reconstruction of existing pavement on Bunker Road that was prematurely distressed. Blackburn scope: Materials testing and Pavement Design Memorandum containing pavement section recommendations including subgrade and aggregate base. Funding: State
- **American Rescue Plan Act (ARPA) District 3 & 5 Overlay:** Overlay of county roads in ARPA Districts 3 & 5. Blackburn scope: Materials testing and an HMA Report. Funding: Federal
- **Winton Park Improvements:** Project improvements included lighting for sports fields, shade structures for picnic areas, demolition and construction of a new snack bar/restroom building, new park pathways, and associated underground utility improvements. Blackburn scope: Investigated subsurface conditions and prepared a geotechnical report. Funding: State
- **O’Banion Park Renovations:** Blackburn is currently providing materials testing, quality assurance laboratory testing, and inspection for the renovations to O’Banion Park. Funding: State
- **Arroya Avenue Over Delta Canal Bridge Replacement:** Blackburn is providing materials testing for this bridge replacement project including compaction testing, concrete sampling and testing, and HMA sampling and testing. Funding: Federal-aid Project No. BRLO-5939(103)
- **Jorgensen Road Bridge Replacement:** Blackburn is providing materials testing for the replacement of Jorgensen Road Bridge at Sullivan Ditch including compaction testing, concrete sampling and testing, and quality assurance laboratory testing. Funding: Federal-aid Project No. BRLO-5939(082)

*Blackburn attended weekly progress meetings and met with the owner and construction management team on a regular basis.*

#### PROJECT INFORMATION

##### Project Dates

12/2022 - Ongoing

##### Agency

Merced County Department of Public Works  
345 West 7th Street  
Merced, CA 95341

##### Reference

Alvaro Buenrosto  
Supervising Engineer  
(209) 385-7602  
Alvaro.Buenrosto@countyofmerced.com

##### Contract/Billed

\$358,570/ \$377,865 to date

##### Key Staff

##### Construction Manager:

Bryce Moore

##### Materials Testers/Inspectors:

Sergio Tostado, PE

Emilio Chavez

Bismarck Maddy

Dustan Kliethermes

Mark Mahoney

Eduardo Paniagua

Eric Quintana

Keyton Rodgers



## C. TECHNICAL PROPOSAL

### CALTRANS ON-CALL ROADWAY CONTRACTS

Blackburn has a long history of providing materials testing and inspection services throughout California. Blackburn personnel perform quality assurance construction inspection of roadway construction, batch plants, paving, striping, retaining walls, and utilities, materials testing of concrete, soil, aggregate base, structure backfill, and Hot Mix Asphalt and RHMA.



### Prime Consultant

Blackburn serves as the prime consultant for the current District 3 and District 10 Roadway Construction Services contracts. The contracts involve professional and technical services on an “as-needed” basis to in support of construction of state highways, interchanges, and bridges.



### CALTRANS DISTRICT 3 (03A3622) Sacramento, El Dorado, Placer, Yolo, Sutter, Colusa, Glenn, Butte, Yuba, Nevada, and Sierra Counties:

Projects include:

- SR 20 Widening and Realignment
- SR 70 Safety Improvements (03-4F38U3)
- SR 20 Rehabilitation Browns Valley (03-0A5703)

### CALTRANS DISTRICT 10 (06A2732) San Joaquin, Amador, Calaveras, Alpine, Stanislaus, Tuolumne, Merced, and Mariposa Counties:

Est. Contract: \$6-10M, Billed: \$310,198 to date, Projects include:

- SR99 widening at Hammatt Avenue overcrossing
- SR99 roadway reconstruction at Childs Ave. to Franklin Road
- SR205 Smart Corridor Phase II, San Joaquin County

### Subconsultant

Blackburn also provides materials testing and inspection services as a subconsultant for the following:

**CALTRANS DISTRICT 9, Mono and Inyo County:** Materials testing for current contract 09A078 and previously for contracts 06A2160, and 06A1738. Projects include:

- SR 6 McNally Shoulder Widening
- US 395 Lee Vining Rock Fall Project
- US 395 Bridgeport Culverts

### CALTRANS DISTRICT 6, Madera, Fresno, Kings, Tulare, and Kern County:

Materials testing and inspection services for Caltrans in District 6 through several on-call contracts 06A2593, 06A2270, and 06A2295. Projects include:

- SR 58 Road Rehabilitation: Tehachapi Creek Bridge to Cache Creek Bridge
- SR 155 & Browning Road Roundabout Construction
- SR 145 Cold Plane AC, HMA & RHMA Placement

### CALTRANS DISTRICT 2, Shasta, Trinity, Tehama, Plumas, Lassen, Modoc, and Siskiyou Counties:

Materials testing service in support of Caltrans, District 2 under contract 03A3048 and previously for contract 03A2676. Projects include:

- SR36 Trinity County Line to Harrison Gulch
- SR299 Caldwell Creek Bridge to County Road 75
- SR5/273 Separation to Churn Creek Road

*Blackburn met with the client on a monthly basis to coordinate project activities and review progress.*

CALTRANS DISTRICT 3	
<b>Project Dates</b>	10/2023 - Ongoing
<b>Agency</b>	Caltrans District 3 723 D Street, Marysville, CA 95901
<b>Reference</b>	Jennifer Davis Ferris Contract Manager (530) 741-4177 Jennifer.Davis-Ferris@dot.ca.gov
<b>Contract/Billed</b>	\$8M / \$7.4M to date
<b>Key Staff</b>	<u>Task Order Manager:</u> Bryce Moore <u>Field Services Manager:</u> Sergio Tostado, PE <u>Materials Testers/Inspectors:</u> Dustan Kliethermes Emilio Chavez Eric Quintana Jesus Tostado Mark Mahoney Michael Chittenden



## C. TECHNICAL PROPOSAL

### WEST SACRAMENTO HSIP CONSTRUCTION MANAGEMENT SERVICES

Through the funding of Systemic Safety Analysis Reports (SSAR), West Sacramento used a data-driven approach to identify effective approaches to address safety issues that were specific to their roadways. Blackburn was retained to provide as-needed materials testing the intersection safety improvement program HSIPL-5447 (047, 049, 050) for 20+ locations throughout the City of West Sacramento. Improvements included new signal hardware, flashing beacons, raised medians, refuge islands, high-visibility striping, ADA curb ramps, and pedestrian push buttons. Blackburn Scope:

- Compaction testing of subgrade and aggregate base for roadway, sidewalks, and ramps
- Compaction testing of storm drain utility backfill
- Compaction testing of Hot Mix Asphalt (HMA)
- Concrete sampling of concrete for medians, curbs, sidewalks, and sign foundations
- Quality assurance laboratory testing of materials in accordance with the frequencies in the City of West Sacramento’s QAP.
- Review of HMA and concrete submittals
- Preconstruction meeting

Funding: Highway Safety Improvement Program Cycle 9

*Blackburn met with the client on a weekly basis to coordinate project activities and review progress.*

### CITY OF ROSEVILLE DEVELOPMENT SERVICES ON-CALL



Blackburn has held two contracts with the City's Development Services Department. Blackburn provided testing for improvements including underground installation of sanitary sewer, storm drain, domestic water, reclaimed water, drainage facilities and joint utilities. Roadway improvements included new roadway from 40' to 56' feet in width with chemically treated

subgrade, curb, gutter and sidewalk, and traffic roundabouts. Blackburn has provided compaction testing of HMA and AB, lime treatment observation for roadway, proof roll observation of subgrade, and special inspection of drainage structures and sound walls. Blackburn also provides Geotechnical recommendations for unstable subgrade in existing roadway areas, foundation stability for City owned structures, and pavement design review and analysis. Recent projects include:

- Baseline Marketplace
- Silver Spruce Drive Segment 2B
- Santucci Boulevard
- Sierra Vista 12A
- Westbrook Blvd. Segment 1, 2, 3, & 4
- Fiddymont Ranch phase 2 & 3
- Baseline Road Segment 2, 3, & 4
- Baseline Road and Watt Avenue

*Blackburn conducted weekly progress meetings and met with the client on a monthly basis to coordinate project activities and review progress.*

#### PROJECT INFORMATION

##### Project Dates

07/2024 - Ongoing

##### Agency

City of West Sacramento  
1110 West Capitol Ave.,  
2nd Floor, West Sacramento,  
CA 95691

##### Reference

Kevin Tan  
Assistant Engineer  
(916) 617-4850  
kevint@  
cityofwestsacramento.org

##### Contract/Billed

\$30,385 / \$9,265

##### Key Staff

Construction Manager:  
Bryce Moore  
Materials Testers/Inspectors:  
Sergio Tostado, PE  
Mark Mahoney  
Ernest Garcia

#### PROJECT INFORMATION

##### Project Dates

04/2019 - Ongoing

##### Agency

City of Roseville  
311 Vernon Street  
Roseville, CA 95678

##### Reference

Orville Chatterton  
Construction Inspection  
Superintendent  
(916) 223-7576  
ochatterton@roseville.ca.us

##### Contract/Billed

\$2.4M/\$2M

##### Key Staff

Field Services Manager:  
Bryce Moore  
Materials Testers/Inspectors:  
Sergio Tostado, PE  
Bismarck Maddy  
Emilio Chavez  
Mark Mahoney  
Michael Chittenden  
Dustan Kliethermes  
Jesus Tostado  
Ernest Garcia  
Keyton Rodgers

## C. TECHNICAL PROPOSAL

### b. PROPOSED STAFFING AND PROJECT ORGANIZATION

Bryce Moore will serve as Project Manager, while Sergio Tostado, PE, Blackburn Consulting’s registered engineer, will oversee materials testing services. Both Mr. Moore and Mr. Tostado will perform materials testing services.

#### PROJECT ORGANIZATION CHART



**Key Personnel Changes**

Key personnel will be available for the duration of the project. Blackburn will not make any changes to Key Staff without prior written consent from the City. In the event that a key staff change becomes necessary due to circumstances beyond our control or at the City’s request, Blackburn will promptly notify the City and propose a qualified replacement with comparable experience and capabilities.

\*Key personnel resumes start on the following page, and additional project staff resumes can be found in the Appendix.

## C. TECHNICAL PROPOSAL

### BRYCE MOORE

PROJECT MANAGER, DIRECTOR OF CONSTRUCTION SERVICES

Role: Point of Contact and Project Management.

Home Office: West Sacramento, CA

Bryce Moore serves as Blackburn's Director of Construction Services and has been with the company for over 19 years. Bryce's experience of over 25 years includes management, inspection, and materials management and testing for county and city roadways, public works infrastructure, levees, Caltrans roadways and bridges, subdivisions, schools, and pipeline projects. Bryce has managed multiple federally funded contracts for construction management. He is aware of the importance of timely and accurate documentation of the project and the requirements of chapters 16 and 17 of the Local Assistance Procedures Manual (LAPM).

### RELEVANT PROJECTS

#### City of Patterson Roadway Improvements, Patterson, CA

Construction Manager for multiple federally funded roadway improvement projects within the City of Patterson. Bryce's responsibilities included administration of the construction contract, review and approval of RFI's, submittals, progress payments, and change orders, coordination with the contractor, City, and inspection staff, conduct progress meetings, and completion of required reports to satisfy Caltrans minimum reporting requirements. Blackburn also provided quality assurance materials testing for these contracts.

- Ninth Street Improvements: Realignment of Ninth Street to improve traffic flow and safety, installation of new streetlights, new sidewalks, ADA ramps and landscaping improvements.
- Sperry Avenue Improvements: Replacement of ADA ramps, roadway dig outs, relocation of pedestrian push buttons, Hot Mix Asphalt overlay with pavement reinforcing fabric, and striping.
- Ward & Las Palmas Avenues Pedestrian Safety Improvements: Pedestrian safety improvements project. New sidewalks on Ward and Las Palmas Avenues, new ADA ramps, improved pedestrian road crossing access routes with audible crosswalk signs, and pavement improvements on Ward Avenue.

#### Springtime Estates Pavement Rehabilitation, Manteca, CA

Project Manager. Compaction testing of pulverized roadbed and compaction testing, cement application rate verification, and depth check of FDR-C. Bryce managed the budget and tester schedules and reviewed Daily Field Reports.

#### City of Davis Public Works Projects, Davis, CA

Bryce managed materials testing and construction inspection for multiple municipal projects. Projects include The Cannery (a multi phased development including parks, storm drain pump station, urban farm, agriculture well, and all public infrastructure), 2016 Slurry Seal Project (rehabilitation of streets throughout the City), 2016 Road Rehab Project (repair of numerous ADA ramps, overlay of existing streets in several locations, and a complete replacement of Olive Dr. including rubberized HMA), 3rd St. Utility Improvements (repair and replacement of storm drain and sewer systems), 3rd St. Streetscape Improvements, and Rainbow Park Playground Replacement.

### BRYCE'S DETAILS



#### WITH BLACKBURN

20 years

#### AVAILABILITY

50%

#### EDUCATION

- B.S. Ag. Business, California Polytechnic State University, San Luis Obispo, CA
- Construction Management Certificate, UC Davis, Sacramento Extension
- Fundamentals of Professional Practices

#### CERTIFICATIONS

- Caltrans Test Methods 231, 375, 504, 518, 523.1, 533, 539, 540, 541, 543, 556, 557
- ICC-Reinforced Concrete Special Inspector
- ACI Concrete Field Technician Grade I
- Nuclear Gauge Certified
- Radiation Safety Officer

## **C. TECHNICAL PROPOSAL**

### **Caltrans On-Call District 10, Merced County, CA**

Consultant Dispatch Coordinator/Field Supervisor. Responsible for staff training, recruitment, and assignment to local Caltrans offices to augment Caltrans materials testing and inspection staff. Bryce is responsible for task order budgets, laboratory test reviews, quality control, and staff training, recruitment, and assignment to local Caltrans offices to augment Caltrans testing and inspection staff. Bryce performed materials testing and construction inspection on multiple highway projects under previous Caltrans on-call contracts.

### **City of Roseville On-Call Materials Testing Services, Roseville, CA**

Provides task order budget and scope preparation, invoice review, staff coordination and scheduling, and technical review of all daily field reports and test summaries. Blackburn provided materials testing of soils, lime treatment, concrete, and hot mix asphalt. Blackburn recently performed materials testing of all underground utilities, new roadway, roadway widening, curb, gutter, sidewalks, and roundabouts for the Campus Oaks and Fiddymont Ranch Phase 2 developments.

### **Yuba County On-Call Quality Assurance Services**

Bryce managed quality assurance services for the County of Yuba. Projects included the Los Verjeles Bridge, 2024 Bridge Preventative Maintenance, Pendola Road Extension, Doolittle Road Pavement Investigation, and Hammonton-Smartsville Road. Bryce created and tracked project budgets, scheduled field staff, reviewed Daily Field Reports, laboratory test results, and prepared Construction Quality Assurance Reports.

### **Merced Campus Parkway Project, Merced County, CA**

Managed testing and inspection services during construction of segments 2 and 3 of the Campus Parkway improvement project. The expressway improvements included new roadways, bridges, sidewalks, curb and gutter, driveways, maintenance vehicle pullouts, light pole foundations, and roundabouts.

### **Yolo County On-Call Geotechnical and Materials Testing Services, Yolo County, CA**

Managed and performed testing during construction including compaction testing, confirmation of pulverization depth and gradation, percent cement added in the field, moisture conditioning and compaction, laboratory fabricated unconfined compressive strength testing, and sampling and testing during Hot Mix Asphalt placement.

### **Caltrans District 3 On-Call Inspection and Materials Testing Services, Various Counties, CA**

Project Manager for the current and former Caltrans District 3 contracts which covers eleven local counties. Responsible for staff training, recruitment, and assignment to local Caltrans offices to augment Caltrans materials testing and inspection staff. Bryce is responsible for task order budgets, quality control and staff training, recruitment, and assignment to local Caltrans offices to augment Caltrans testing and inspection staff. Bryce performed materials testing and construction inspection on multiple highway projects under previous Caltrans on-call contracts.

<b>CURRENT ASSIGNMENTS</b>	<b>COMMITMENT TO EACH PROJECT</b>
Caltrans District 10 Roadway Construction Services (06A2732), San Joaquin, Amador, Calaveras, Alpine, Stanislaus, Tuolumne, Merced, and Mariposa Counties	20%
Caltrans District 3 Roadway Construction Services (03A3622), Sacramento, El Dorado, Placer, Yolo, Sutter, Colusa, Glenn, Butte, Yuba, Nevada, and Sierra Counties	10%
Bollea Road Bridge over Bear Creek Construction Management, San Joaquin County	10%
Merced County On-Call Construction Management, Merced County	10%

## C. TECHNICAL PROPOSAL

### **SERGIO TOSTADO, PE** MATERIALS ENGINEER

Role: Materials Engineer  
Home Office: West Sacramento, CA

Sergio serves as a project engineer and field technician at Blackburn Consulting. He has been with Blackburn for over 14 years. He has performed quality assurance materials testing and inspection in support of a variety of different public works projects, capital improvement programs, and development projects. He is well-versed in all aspects of construction, including soils, concrete, and asphalt. He also has laboratory analysis experience, including soils, concrete, and hot mix asphalt, in accordance with the American Society for Testing and Materials (ASTM) and the California Department of Transportation (Caltrans).

#### **RELEVANT PROJECTS**

##### **City of Patterson Roadway Improvements, Patterson, CA**

Assistant Resident Engineer and Materials Tester. Managed and reviewed RFI's, submittals, weekly statements of working days, quantity calculations, and progress payments. Sergio also provided materials testing and inspection for multiple roadway improvements, traffic management, and pedestrian safety projects funded by SB-1 and Measure L. The projects included replacing ADA ramps, roadway dig-outs, Hot Mix Asphalt, and rubberized hot mix asphalt overlays and striping.

##### **Caltrans District 10, On-Call Roadway Construction Services (06A2732), Various Counties, CA**

Consultant Task Order Manager. Sergio assists the consultant contract manager with task order management. Responsible for budget tracking, coordinating, and dispatching staff to multiple projects along State Route 99, State Route 205, and Interstate 5. Provides field quality control of materials testing staff.

##### **City of Davis On-Call Engineering Services, Davis, CA**

Blackburn provided materials testing services for the 2019-2020 On-Call Engineering services contract. Sergio managed field and laboratory staff and reviewed Daily Field Reports. Projects include Phase I Slurry Seal, 2nd Street Improvements, and pavement rehabilitation projects at various locations in the City of Davis. Sergio also provided HMA compaction testing, chip seal sampling, concrete sampling, and slurry seal sampling.

##### **City of Roseville On-Call Materials Testing, Roseville, CA**

Lab/ Field Supervisor, Material Tester/Plant Inspector. Blackburn Consulting provides on-call materials testing for both the Development and Public Works Departments in the City of Roseville. Projects include multiple housing developments, Maidu Bike Trail Reconstruction, Royer Park to Harding Boulevard Bike Trail, 2019 Bike Trail Slurry Seal, and Sierra Gardens Transfer Point. Sergio coordinated and scheduled lab and field staff for projects that included compaction testing of subgrade, aggregate base, recycled pavement for roadway and sidewalks, and sampled and tested concrete and hot mix asphalt for conformance with project specifications and Caltrans standards. Sergio provided concrete report reviews, soil materials testing, lime treatment, concrete, hot mix asphalt, and technical expertise for pavement evaluation. Sergio also performed materials testing of all underground utilities, new roadways, roadway widening, curbs, gutters, sidewalks, and roundabouts.

#### **SERGIO'S DETAILS**



##### **WITH BLACKBURN**

14 years

##### **AVAILABILITY**

70%

##### **EDUCATION**

- BS Civil Engineering, Sacramento State University
- MS Geotechnical Engineering, Sacramento State University

##### **REGISTRATIONS**

- Professional Engineer, Civil, CA #89375

##### **CERTIFICATIONS**

- Caltrans JTCP Soil & Aggregate, Hot Mix Asphalt I, Hot Mix Asphalt II
- ACI Concrete Field Technician Grade I
- Troxler Nuclear Gauge Certified

## **C. TECHNICAL PROPOSAL**

### **Campus Parkway Project, County of Merced, CA**

Lab/ Field Supervisor, Material Tester/Plant Inspector. Construction of a new four-lane expressway that will connect SR140 to Yosemite Avenue. The Merced Loop System is designed to reduce congestion, improve connection to existing highways and stimulate economic development opportunities. Sergio reviewed concrete reports, performed materials testing and construction inspection. Tests include concrete sampling, hot mix asphalt, aggregate, and batch plant sampling.

### **Road 200 Bridge Replacement at Fine Gold Creek, Madera, CA**

The project involved realignment of road 200 and replacement of the existing bridge over Fine Gold Creek. Sergio managed field and lab coordination, provided materials testing, and performed special inspections.

### **The Cannery, Davis, CA**

Sergio performed quality assurance materials testing and special inspection for the 65-acre development, which included the installation of new utilities, streets, storm drain pump stations and basins, urban farm structures, an agriculture well, and multiple parks.

### **City of Elk Grove On-Call, Elk Grove, CA**

Performed materials testing and quality assurance during construction of a variety of different City infrastructure projects which included construction of new City streets, underground, and housing developments. Tested construction materials for quality and conformance with City and public works standards such as soil, aggregate base, concrete, and hot mix asphalt.

### **Caltrans District 3 On-Call Materials Testing Services, Various, CA**

Sergio assists Blackburn’s contract manager with lab and field coordination and daily field report reviews and manages multiple task orders during the life of the contract. Sergio also provides compaction testing of subgrade, aggregate base, structure backfill, field sampling, batch plant sampling and inspection, and laboratory testing.

<b>CURRENT ASSIGNMENTS</b>	<b>COMMITMENT TO EACH PROJECT</b>
Caltrans District 10 Roadway Construction Services (06A2732), San Joaquin, Amador, Calaveras, Alpine, Stanislaus, Tuolumne, Merced, and Mariposa Counties	10%
Caltrans District 3 Roadway Construction Services (03A3622), Sacramento, El Dorado, Placer, Yolo, Sutter, Colusa, Glenn, Butte, Yuba, Nevada, and Sierra Counties	20%

## C. TECHNICAL PROPOSAL

### c. WORK PLAN

#### APPROACH

When Blackburn receives a request from the City for a materials testing task order, Bryce (Blackburn's Director of Construction Services) will submit a cost proposal and detailed scope of work to the City for each task order request. The proposal will include:

- Our understanding of the project and the anticipated construction schedule.
- A detailed scope of services including the types of materials testing services to be performed.
- A detailed cost estimate to complete our task order services, including a breakdown of our costs by the associated construction phase and/or type of material to be tested.

Material testing will be performed by Blackburn's certified testers, Bryce Moore and Sergio Tostado, PE. Blackburn will prepare and submit Daily Field Reports, Test Location Maps, and Laboratory Test Reports to City documenting our field observations and test results within 1 to 2 days. All field and laboratory reports will be reviewed by Blackburn's registered engineer, Sergio Tostado, PE, prior to submittal to the City.

Blackburn will have qualified staff available for the duration of each materials testing task order. We will provide service for all service requests when scheduled by 5:00 PM the prior day the service is requested. Same-day response times can often be accommodated but are not guaranteed. Staffing adjustments will be made as needed to increase or decrease staffing based on the contractor's schedule. Blackburn cross-trains and certifies our field staff, laboratory staff, and staff engineers in materials testing techniques so we can provide additional qualified staff as necessary.

Blackburn materials testers record real time testing data with our field software system which includes GPS coordinates of test locations. Test locations are tracked using GPS coordinates and site maps daily.

#### ADMINISTRATIVE/GENERAL SERVICES

Blackburn will:

- Acknowledge all service requests within 24 hours and will provide certified material testing within 48 hours' notice of a request
- Attend review and coordination meetings with City staff as needed and will be available to discuss testing results with City staff and applicants who have technical questions or questions about the results provided.
- Bryce will coordinate directly with City inspectors to ensure that field technicians arrive on-site at the scheduled time and remain present for the duration of the requested service.
- During the project, Bryce will invoice monthly and track the schedule and budget. Invoices will include the invoice number, project address and/or the type of service, applicable billing units, hours involved, and names of who provided the service.

#### MATERIAL TESTING SERVICES

Blackburn will

- Provide certified materials testers and perform laboratory testing in our AASHTO and Caltrans approved lab.
- Prepare project specific Materials Sampling, Acceptance, and testing plan if requested.
- Provide sampling, and acceptance testing in accordance with project specifications and the City's Design & Construction Standards, City approved QAP, and/or the Caltrans Construction Manual.
- Maintain a summary log of acceptance testing and monitor the frequency of testing is within the minimum frequencies specified in the QAP.
- Provide material submittal reviews if requested by the City.

## C. TECHNICAL PROPOSAL

### Earthwork:

- Monitor, sample, and perform compaction testing of trench backfill, structure backfill, embankment, sidewalk and roadway subgrade and aggregate base.
- Sample and test roadway materials for materials acceptance in accordance with frequencies of testing established in City QAP, Standard Specifications, and/or Caltrans Construction Manual.
  - Structure Backfill, Pervious Backfill, Embankments, Borrow – Sieve Analysis, Sand Equivalent, Modified Proctor, Relative Compaction, and R-Value.
  - Stabilized Soils: Unconfined Compressive Strength, Optimum Moisture Content, Application Rate, Uniformity of Stabilized Soil, Sieve Analysis, Relative Compaction, Maximum Wet Density.
  - Subgrade and Aggregate Base – Sieve Analysis, Sand Equivalent, R-Value, Relative Compaction, Maximum Wet Density, and Durability.
  - Reclaimed Pavements: Relative Compaction, Sieve Analysis and Cement Application Rate.

### Concrete structures and pavement:

- Perform batch plant sampling and inspection prior to and during concrete placement if required.
- Sample and test freshly mixed concrete for slump/penetration, unit weight, air content, temperature, and cast compressive strength cylinders at frequencies established in City QAP, Standard Specifications, and/or Caltrans Construction Manual.
- Sample and test concrete aggregates for sieve analysis, cleanness value, and sand equivalent for each concrete sample or as directed.
- Perform mix design verification which can include Linear Shrinkage, LA Rattler, Cleanness Value, Sieve Analysis, Organic Impurities, Durability, Sand Equivalent, Specific Gravity and Absorption, and Soundness if required.
- For bridges, perform efflux testing of tendon grout.

### Seal Coats and Asphalt Concrete:

- Perform sampling of aggregates, emulsions, oils, and rubber for seal coats.
  - Sample and test asphalt binders at least once per project if not accepted by certificate of compliance.
  - Sample and test aggregates for LA Rattler, Crushed Particle, Film Stripping, and Durability once per project and Sieve Analysis and Sand Equivalent once daily
- Perform Job Mix Formula verification once per mix design if required. Testing in accordance with Section 39 of the Caltrans Standard Specifications.
- Perform batch plant inspection during paving operations if required.
- Sample and test HMA and RHMA during production
  - Periodic temperature checks and monitor overall paving operation.
  - Nuclear density testing to confirm in-place density with contractor QC.
  - Sample HMA and RHMA for maximum theoretical density determination.
  - Perform coring of asphalt concrete for pavement density of cores if not performed by contractor quality control.

## C. TECHNICAL PROPOSAL

### Treated Soils and Reclaimed Pavements:

- Mix design review and verification.
- Nuclear density testing of treated soils.
- Application rate verification of cement, lime, or other stabilizers.
- Treatment depth verification, including using phenolphthalein spray (pH color indicator) to verify that cement or lime stabilization agents are mixed to the full treatment depth.
- For full depth reclamation with cement:
  - Verification of minimum and maximum strengths (treated remolded unconfined compressive strength tests).
  - Verification of microcracking

### **MATERIALS TESTING QUALITY CONTROL**

To maintain standardization and control quality on materials testing projects, Blackburn hires experienced and competent technicians. Blackburn's material testers have:

- Specialized training and education for various construction procedures and techniques
- Extensive experience in public works construction
- Training in standard practices for testing and quality assurance
- Experience with Standard Specifications for Public Works, Caltrans Standard Specifications, City and County Construction Standards, and the applicable portions of the California Building Code (CBC), and safety codes



Our staff are certified by Caltrans, International Code Council (ICC), and the American Concrete Institute (ACI). Each staff member is familiar with City construction standards, Caltrans Standard Specifications, and the Caltrans Construction Manual and Local Assistance Procedures Manual (LAPM). All Laboratory and Daily Field Reports are reviewed by our Director of Construction Services and a registered engineer before transmission to the City. This helps minimize errors and is a practical way in which our engineers provide support to and enhance the quality of our materials testing services.

### **SCHEDULE CONTROL**

We set ourselves up for effective schedule management by starting with a realistic timeline at the proposal stage. We have decades of experience on public works projects and know how much time to allocate to each stage of a project. Once a project has started, we keep in close contact with the City to stay informed about timelines and make sure we proactively complete our services.

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]

Bryce Moore, Vice President

EXHIBIT C

Fee and Deliverables Schedule



**Headquarters**  
 11521 Blocker Drive, Suite 110  
 Auburn, CA 95603  
 (530) 887-1494, Fax (530) 887-1495

**West Sacramento Office**  
 2491 Boatman Avenue  
 West Sacramento, CA 95691

**Escondido Office**  
 450 State Place  
 Escondido, CA 92029

**Fresno Office**  
 4186 W. Swift Avenue, Suite 107  
 Fresno, CA 93722

**Bay Area**  
 200 Gate 5 Road, Suite 210  
 Sausalito, CA 94965

## 2026 SCHEDULE OF FEES & SERVICES

Geotechnical ▪ Geo-Structural ▪ Geo-Environmental ▪ Construction Services ▪ Forensics ▪ Laboratory

### PROFESSIONAL HOURLY RATES:

Project Engineer / Geologist I	\$210	CAD / GIS	\$205
Project Engineer / Geologist II	\$225	Lab Aide	\$140
Senior Engineer / Geologist	\$245	Lab Manager	\$210
Project Manager	\$275	Field Services Manager	\$235
Construction Manager	\$280	Clerical	\$125
Senior Project Manager	\$305	Project Assistant	\$155
Principal / Senior Consultant	\$315	Administrative	\$185
Senior Principal	\$405	Senior Administrative	\$210

### SPECIAL INSPECTION PERSONNEL HOURLY RATES:

	Prevailing Wage
<b>Group 1</b> (ASNT Level II-III, DSA Shotcrete, Lead Inspector, NICET Level IV)	\$243
<b>Group 2</b> (AWS-CWI, ICC Certified Structural Inspector, NICET Level III, Building/Construction Inspector, Shear Wall/Floor System Inspector)	\$238
<b>Group 3</b> (Soils/Asphalt, Earthwork Grading, Excavation and Backfill, NICET Level II)	\$175

### MINIMUM BASIC CHARGES:

Outside Equipment & Services:	Cost plus 20%
Vehicle Charge:	\$8.00 per hour or \$1.00 per mile
Per Diem:	Location specific, minimum \$185 per night
Technician Services:	Charge includes time from office and return to office, minimum charge - 4 hours
Overtime:	Over 8 hours: 1.5 x Hourly Rate Before 7:00am or after 4:00pm: 1.5 x Hourly Rate Rush Charge (less than 24 hours notice): 1.5 x Hourly Rate Saturday: 1.5 x Hourly Rate (minimum: 4 hr. increments) Sunday & Holiday: 2.0 x Hourly Rate (minimum: 4 hr increments)

### EQUIPMENT: (personnel not included)

Hand Sampling Equipment	\$374 /Day	Level Survey Equipment	\$354 /Day
Nuclear Moisture/Density Testing	\$31 /hour	Pachometer	\$181 /Day
6" Sand Cone Testing	\$64 /Test	Rock Point Load Test Equipment	\$181 /Day
12" Sand Cone Testing	\$260 /Test	Roto Hammer	\$176 /Day
Coring Bit Charge	\$64 /Core	Schmidt Hammer	\$149 /Day
Coring Machine	\$361 /Day	Torque Wrench	\$101 /Day
Dynamic Cone Penetrometer	\$374 /Day	Seismic Refraction: 12 / 24 Channel	\$641 /Day
Electrical Resistivity Equipment	\$342 /Day	MASW Survey Equipment	\$641 /Day
Generator	\$101 /Day	Traffic Control/Safety	\$414 /Day
Groundwater Level Indicator	\$95 /Day	Concrete Vapor Emission Test Kit	\$54 /Ea.
Inclinometer Survey Equipment	\$869 /Day	Pull Testing Equipment	\$227 /Day
pH Test Strip Package	\$80 /Ea.	PID (MiniRAE)	\$107 /Day
Double Ring Infiltrometer Equipment	\$414 /Day	PID (MiniRAE)	\$322 /Week

Rates subject to escalation on 12/31/26

11/13/2025



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## 2026 LABORATORY FEE SCHEDULE

Geotechnical ▪ Geo-Structural ▪ Geo-Environmental ▪ Construction Services ▪ Forensics ▪ Laboratory

Page 1 of 2

<b>SOIL CLASSIFICATION</b>		
#200 Sieve Wash	ASTM D1140	\$1,677
Sieve Analysis to #200	ASTM D6913, CT 202	\$457
Standard Hydrometer with Sieve Analysis	ASTM D422	\$507
Plasticity Index	ASTM D4318	\$369
Specific Gravity - Soils	AASHTO T100	\$160
Organic Matter	ASTM D2974	\$33
<b>MOISTURE / DENSITY</b>		
Moisture Content	ASTM D2216, CT 226, AASHTO T329	\$60
Moisture/Density		\$114
<b>SOIL COMPACTION</b>		
Standard Proctor (4" or 6" mold )	ASTM D698	\$462
Modified Proctor (4" or 6" mold )	ASTM D1557	\$462
California Impact	CT 216	\$462
Check Point (Standard or Modified )		\$214
<b>VOLUME CHANGE</b>		
One-Dimensional Consolidation (6 load increments, includes 2 time rate curves and 2 rebound decrements)	ASTM D2435	\$729
Additional Load or Rebound Decrement (each)		\$51
Additional Time Rate Curves (each)		\$158
Expansion Index	ASTM D4829	\$442
One-Dimensional Settlement-Swell	ASTM D4546	\$326
<b>STRENGTH</b>		
Unconfined Compression	ASTM D2166	\$214
Compression, Rock Core Compression	ASTM D7012	\$248
Rock Point Load	ASTM D5731 (Method C w/out D4543 sample prep)	\$100
California Bearing Ratio (CBR), with curve, per test	ASTM D1883	\$1,135
California Bearing Ratio (CBR), without curve, per test	ASTM D1883	\$682
Resistance Value	CT 301	\$690
<b>Direct Shear: (per point)</b>		
Undisturbed	ASTM D3080	\$286
Remolded	ASTM D3080	\$369
<b>Triaxial Compression: (per point) Photos of failure upon request</b>		
Undrained, Unconsolidated w/out Pore Pressure	ASTM D2850	\$260
Consolidated, Undrained w/ Pore Pressure Measurements	ASTM D4767	\$756
Consolidated, Drained		\$1,082
Consolidated, Undrained, no Pore Pressure Measurements		\$427
Specimen Remolding		\$167

\* Client requests for rush testing require pre-approval and 20% surcharge

\*\*Vendor tests subject to 20% markup

10% long-term storage fee may apply for samples retained over 90 days.

Rates subject to escalation on 12/31/26

## CORROSIVITY ANALYSIS

Corrosion Analysis Package	CT 643, 417, 422	\$468
<i>Includes Soil Resistivity, Soil pH, Sulfates / Chlorides. Minimum specimen size: 1000 g</i>		
pH	CT 643	\$60
Resistivity	CT 643	\$196

## PERMEABILITY

Flex-wall Permeability	ASTM D5084, Method C	\$668
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Each Additional Effective Stress		\$167
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Specimen Remolding		\$165
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## TREATED SOIL TESTS

% Lime for Stabilization - per point (%)	ASTM D6276	\$186
pH of Soil	CT 643	\$60
Modified Proctor	ASTM D1557	\$549
Unconfined Compression Test	ASTM D5102	\$308
One Dimensional Swell	ASTM D4546	\$308

## AGGREGATES

Bulk Specific Gravity - Coarse Aggregate	ASTM C127, CT 206	\$150
Bulk Specific Gravity - Fine Aggregate	ASTM C128, CT 207	\$225
Coarse Durability	CT 229	\$274
Fine Durability	CT 229	\$274
Sand Equivalent	CT 217	\$191
Cleanness Value	CT 227	\$258
Moisture Content	CT 226, 370	\$149
Percent of Crushed Particles (per size fraction)	CT 205, AASHTO T335	\$242
Fine Aggregate Angularity	AASHTO T304, Method A	\$242
Flat and Elongated Particles (per size)	AASHTO D 4791	\$242
Combined Grading 1" through no. 200	CT 202, AASHTO T27, AASHTO T30	\$257
LP-9 (RAP) Burn	LP-9, CT382	\$160
LA Rattler	CT 211, AASHTO T96	\$498
Soundness of Aggregates by Sodium Sulfate		\$304

## ASPHALT

Bulk Specific Gravity - Compacted Hot Mix Asphalt	CT 308, AASHTO T275	\$80
Theoretical Max Specific Gravity (Rice)	CT 309, AASHTO T209	\$281
LTMD (Set of 5)	CT 375	\$555

## Binder Content

Ignition Oven Correction Factor	CT 382, AASHTO T308	\$475
Ignition Oven Binder Content	CT 382, AASHTO T308	\$281
Stability (Set of 3)	CT 366	\$495

## Void Content

With Stability and Rice	CT 367	\$54
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## SuperPave Vendor Tests\*\*

Hamburg Wheel Track**	AASHTO T324	\$2,364
Tensile Strength Ratio (TSR) Moisture Susceptibility**	AASHTO T283	\$2,364
Superpave Bulk specific gravity (Air Voids)**	AASHTO T312, T275, T269	\$886

## CONCRETE & MASONRY

Concrete Compression Test 6" x 12" or 4" x 8"	ASTM C39	\$55
Masonry or Grout Compression		\$77
Compression Test of Cored Concrete Spec. (per core)		\$175
Compression Test of Shotcrete Cores (per core)		\$219

### Other Tests Quoted Upon Request

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\*\* Vendor tests subject to 20% markup

10% long-term storage fee may apply for samples retained over 90 days.

Rates subject to escalation on 12/31/26