

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

AFTERSHOCK GEOTECHNICAL

Consultant

6776 PRESTON AVENUE, LIVERMORE CA 94551
SUITE D

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.

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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:

Nicholas Cardanini, P.E., QSD
Director of Engineering Services
Aftershock Geotechnical
6776 Preston Avenue, Suite D
Livermore, CA, 94551
925-400-7449
ncardanini@aftershockgeo.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:

AFTERSHOCK GEOTECHNICAL

Toni Lundgren
City Manager

(Type name of Consultant/form of organization)*

ATTEST:

By:



(Signature) Nicholas Cardanini
Director of Engineering Services

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:

6776 Preston Ave, Suite D

Livermore, CA 94551

Stephanie Van Steyn,
Director of Human Resources

Telephone:

(925) 400-7449

APPROVED AS TO FORM:

Andy Pinasco, Interim City Attorney

By: _____
Kousha Mckeenejad, Deputy City Attorney

EXHIBIT A
Scope of Work

1.5 Registrations

Our firm holds the following registrations:

- Department of Industrial Relations (DIR): 1000835469
- State of California SB(Micro)
- State of California SB-PW

1.6 Operating Engineers Union– Local 3

Our field staff are full-time members of the Operating Engineers Union Local 3. Unlike other firms where employees are provided the union package & benefits when a project requires, our employee receive the union package & benefits whether it is requirement of a specific job or not. Project Labor Agreements (PLA) are hassle-free as we are a signatory of the union. A benefit we found is that being part of the union is that our staff is very experienced and has the necessary training to provide outstanding quality. They take pride in their career, it is not just a job to them.

1.7 Financial Standings

Aftershock Geotechnical is a privately held California S Corporation and does not file SEC Forms 10-K or 10-Q. In lieu of these documents, we have provided recent financial statements in *Appendix E* to demonstrate the firm's financial condition, stability, and capacity to perform the requested services.

We have shown strong revenue growth averaging 20% year over year for the last 3 years, while maintaining sufficient liquidity and working capital to support ongoing operations and project demands.

The firm has no history of bankruptcy or financial distress. Our firm is not or has not been named in litigation. There are no plans to close any offices or to sell/merger the company in the long term future.

1.8 Contract Termination Circumstances

Aftershock Geotechnical has never been terminated from a contract

2 Materials Testing & Special Inspection Services

Aftershock Geotechnical provides comprehensive materials testing and inspection services to support municipal infrastructure and development projects. Our services are structured to deliver timely, accurate, and reliable results that support construction quality, regulatory compliance, and project efficiency. We also include administrative/general services associated with Materials Testing & Special Inspections including attending review/coordination/preconstruction meetings, discussing test results, scheduling staff and ensuring they arrive on-site as scheduled, coordinating with City Inspectors and providing monthly invoices. No sub-vendors are planned for this work.

2.1 Soil & Earthwork Testing

We provide field and laboratory testing services to evaluate and verify the performance of native and imported materials used in site preparation and grading operations. Services include:

- Field density and compaction testing (ASTM D1556, D6938)
- Laboratory compaction curves (ASTM D1557)
- Sieve analysis and #200 wash (ASTM C136, D1140)
- Atterberg limits and plasticity index (ASTM D4318)
- Sand equivalent testing (ASTM D2419)
- Durability index testing (Caltrans methods)
- R-value Testing (Caltrans methods)
- Moisture content testing (ASTM D2216)

These services support verification of engineered fill, subgrade, subbase, and aggregate base materials in accordance with project specifications and agency requirements.

2.2 Asphalt Testing

We provide field and laboratory testing services to evaluate and verify the performance of asphalt concrete: Services include:

- Field density and compaction testing (ASTM D2950)
- Maximum Theoretical Specific Gravity of Asphalt (AASHTO T209)

2.3 Concrete Testing & Inspection

Aftershock Geotechnical provides field sampling, testing, and laboratory evaluation of concrete to ensure compliance with applicable standards and project specifications. Services include:

- Sampling of fresh concrete (ASTM C172)
- Slump testing (ASTM C143)
- Temperature and air content testing (ASTM C1064, C231/C173)
- Fabrication and curing of concrete test cylinders (ASTM C31)
- Compressive strength testing (ASTM C39)

All testing is performed by certified technicians in accordance with ASTM, ACI, and project-specific requirements.

2.4 Special Inspections

Aftershock Geotechnical provides Special Inspections with applicable standards and project specifications. Services include:

- Reinforced Concrete
- Prestressed Concrete
- Masonry
- Structural Steel & High Strength Bolting
- Welding

All testing is performed by certified technicians in accordance with ICC and project-specific requirements.

3 Materials Testing & Special Inspection Support for the City of Manteca

The City of Manteca relies on experienced Material Testing and Special Inspection firms to support them during construction of both public and private projects to help ensure that the projects get completed in accordance with the plans and specifications to a high quality.

The City requires a testing and inspection firm capable of supporting development and public projects with rapid response and quick reporting. The scope of support may consist of, but is not limited to the following:

- Laboratory testing of soils, aggregate, asphalt concrete, Portland cement concrete, reinforcing steel and other construction materials.
- Field testing of soils, aggregate, asphalt concrete, Portland cement concrete and other construction materials.
- Special inspections in accordance with Section 17 of the California Building Code.
- Asphalt concrete compaction and lab testing.

The City also requires a responsive and reliable firm capable of maintaining consistent communication and coordination throughout the duration of each project. The firm should be dependable when scheduling and maintaining field presence for the duration of testing and inspection activities is critical to avoiding project delays. This includes responding to service requests in a timely manner, issuing daily and test reports quickly, coordinating directly with City inspectors, and being available to discuss testing results and respond to technical questions as needed.

Aftershock Geotechnical understands these requirements and recognizes that successful project delivery depends not only on technical expertise, but also on responsiveness, coordination, and clear communication. Our team is structured to meet these expectations and provide reliable support for the City's on-call materials testing needs.

4 Execution Plan

At Aftershock Geotechnical we actively adapt and plan for the future to ensure our projects run smoothly and on budget. We understand that waiting for an inspection can be costly. We achieve successful projects through the following:

- **Structured communication** from project engineers to supervisors and field staff to ensure consistency and accountability
- **Continuous coordination** with both the Client and Contractor to maintain alignment on schedule, scope, and expectations
- **Integration of technology**, utilizing construction management software (Vahalo) to streamline communication, tracking, and reporting

Following project kickoff, we establish the project within our construction management platform, Vahalo. This includes:

- Uploading project plans and specifications for team access
- Creating task assignments and tracking workflows
- Establishing budgets
- Establishing testing and inspection schedules
- Configuring automated report and distribution systems

Our Project Manager then conducts an internal kickoff meeting with the Director of Field Services and field staff to ensure full alignment on project requirements, expectations, and execution strategy. We use the meeting to discuss with the Project Manager what their potential areas of concern are and to establish personnel responsibilities.

During construction, our field staff maintain active communication with Clients, contractors, and other project stakeholders. All field activities are documented in real time using Vahalo, including:

- Daily field reports with the ability to add photographic documentation for clarity
- Field and laboratory test data
- Sample tracking from collection through transport, laboratory testing, and final reporting

By tracking our work each step of the way, we are able to reduce the risk of miscommunication and ensure full project transparency.

All reports and laboratory results are reviewed and approved by our Project Manager prior to distribution. Once approved, reports are issued promptly through automated systems, ensuring timely delivery to all relevant parties.

Our methods have been proven effective allowing us to manage the construction testing of over 120 broadband communication Hut projects throughout California, while continuing to provide our services to our clients.

Quality control is a core component of our operations. We maintain:

- An in-house materials testing laboratory
- Certified Technicians
- In-house training

This approach ensures reliability, redundancy, and consistent turnaround times.

To further increase confidence in our work, our concrete, soil, aggregate and asphalt samples are taken to our CCRL/ARML accredited laboratory. We have the ability to perform any construction materials testing required following methods approved by ASTM, Caltrans or the appropriate agency dependent on the project specifications.

We maintain sufficient field staff capacity to respond within 12 hours, including weekends and holidays. Using Vahalo, staff are scheduled in advance to meet project needs, while project managers actively monitor scheduling and arrival times to ensure reliability and accountability in the field. Our experienced personnel provide clients with confidence that services will be performed professionally and on time.

5 Key Personnel Assigned

Our staff possess numerous licenses and certifications from Agencies and Organizations such as the State of California Board of Professional Engineers, American Concrete Institute, International Code Council &. The following sections will provide a description of personnel assigned to this project as well as their roles. In *Appendix A*, we have attached an organization chart as well as copies of all key personnel's resumes.

No key personnel will be removed or replaced without prior written consent by the City. Our staff will remain available to the City of Manteca

5.1 Engineer/Project Manager

Nicholas Cardanini – Director of Engineering Services/President – Nick would serve as the City's project manager and primary point of contact. Nick will set up projects, drive meetings among staff and approve daily reports, testing and laboratory results. Nick holds a Professional Engineers license in multiple states, a State of California QSD/QSP, ACI Concrete Technician Certifications as well as ICC certifications for reinforced concrete, masonry, prestressed concrete, steel & bolting and welding. Being certified allows Nick fills in and provide inspection support in urgent circumstances.

5.2 Director of Field Services

Jimmy Pierce – Director of Field Services/Vice President – Jimmy would provide oversight to verify work from the contractor, and our personnel is up to our highest quality standard. Once a project is moving forward, the City Inspector may elect to schedule directly with Jimmy. Jimmy has over 30 years of experience and has been a Field supervisor for over 15 years. He has overseen large hillside grading projects, projects involving ground improvement, deep utility installation, paving, residential developments, commercial developments and Capital Improvement projects. Jimmy has certifications for Radiation Safety, Radiation Safety Officer & ACI Concrete Testing Technician.

5.3 Engineering Technicians

Raymond Vigil – Senior Engineering Technician – Ray would serve as one of the primary engineering technicians supporting the City. He has over 25 years of experience and prior to joining our team served as Field Supervisor for Berlogar Stevens & Associates and Engeo prior to that. He has overseen large hillside grading projects, projects involving ground improvement, deep utility installation, paving, residential developments, commercial developments and Capital Improvement projects. Ray has certifications for Radiation Safety, Radiation Safety Officer & ACI Concrete Testing Technician.

Roberto Uribe – Senior Engineering Technician – Robert would serve as one of the primary engineering technicians supporting the City. He has over 25 years of experience. He has overseen large hillside grading projects, projects involving ground improvement, deep utility installation, paving, residential developments, commercial developments and Capital Improvement projects. Robert is certified as a ACI Concrete Testing Technician.

Miguel Flores – Senior Engineering Technician – Miguel would serve as an engineering technician to support the City. He has overseen deep utility installation, paving, residential developments, commercial developments and Capital Improvement projects. Robert is certified as a ACI Concrete Testing Technician.

5.4 Special Inspectors

Michael Owen – Senior Special Inspector – Mike would serve as the primary Special Inspector supporting the City. He has over 30 years of experience working on a wide range of residential developments, commercial developments and Capital Improvement Projects. He holds ACI Concrete Technician Certifications as well as ICC certifications for reinforced concrete, masonry, prestressed concrete, steel & bolting, welding and ASNT NDT Level II certification for UT inspection.

Nicholas Cardanini – Director of Engineering Services/President – Nick would serve a backup special inspector. Nick holds a Professional Engineers license in multiple states, a State of California QSD/QSP, ACI Concrete Technician Certifications as well as ICC certifications for reinforced concrete, masonry, prestressed concrete, steel & bolting and welding.

Jimmy Pierce, Ray Vigil, Roberto Uribe & Miguel Flores all possess ACI Concrete Testing Technician certifications and have extensive experience sampling concrete on residential, commercial and Capital Improvement Projects.

6 References

The following section presents a list of references from have provided materials testing services for. The California Broadband Huts and Trevarno Road Improvements are two Public Works jobs that we have highlighted. We have also highlighted the Crossings Commercial Development because it highlights our work with the Manteca Staff. The Crossings Residential Development highlights a large scale residential project which aligns with the type of work currently occurring in Manteca. We have also included project descriptions in *Appendix C*.

6.1.1 ECS Corp

Project: Crossings Commercial Development
Company: City of Manteca
Contact: Adam Zeiher, Construction Inspector
Address: 1001 West Center Street, Suite E Manteca, CA, 95337
Email: azeiher@manteca.gov
Phone: (209) 305-2627

6.1.2 California Department of Technology

Project: California Broadband Huts
Company: HP Communications, Inc.
Contact: Shawn Reyes, Project Manager
Address: 13341 Temescal Canyon Rd, Corona, CA 92883
Email: shawn.reyes@hpcomminc.com
Phone: (951) 572-1201

6.1.3 City of Livermore

Project: Trevarno Road Improvements
Company: Ruggeri Jensen Azar
Contact: David Terhune, Principal Engineer
Address: 4690 Chabot Dr., Pleasanton, CA 94588
Email: dterhune@rja-gps.com
Phone: (925) 227-9100

6.1.4 DR Horton

Project: Crossings Residential Development
Contact: Daryl Bauman, Director of Land Development
Address: 6101 Bollinger Canyon Rd. Suite 175, San Ramon, CA 94583
Email: dabauman@drhorton.com
Phone: (209) 992-3131

7 Proposed Fee Schedule.

The following page presents a copy of our 2026 Preferred Client Fee Schedule. The fees will increase at a rate of 5% per year. We do not have a cost surcharge based on notification times. Notifications less than about 12 hours or on weekends/holidays may result in an hourly charge by the project manager depending on the extent of rescheduling our staff to cover the work.

8 Proposed Contract

We take no exception to signing the proposed contract.

Crossings Commercial Development

Client: ECS Corp.

City Inspection Contact: Adam Zeiher, azeiher@manteca.gov, Construction Inspector

Location: Manteca, California

Project Type: Commercial Development

Project Size: Flagship Grocery Store, Mavericks Gas Station, Car Wash and Retail Spaces

Role: Geotechnical Engineer & Special Inspectors

Services Provided: Geotechnical Engineering & Materials Testing

Project Description: Members from our staff served as the Engineering Project Manager, Field Supervisor, Senior Engineering Technicians & Special Inspectors. The project consisted of developing the site with a Food 4 Less, Maverick Gas Station, Dutch Brother Coffee, Quick-Quack Car Wash, several commercial retailers and prominent signage. The project involved substantial earthwork including remedial work for the building pads, utility trench backfill, roadway construction, and off-site testing for the City of Manteca. Special Inspection services included reinforced concrete, masonry, welding and bolting. Our staff members provided geotechnical observation & testing, laboratory tests and special inspection services.

California Broadband Huts Project

Organization: California Department of Technology

Subcontracted Under: HP Communications

City Inspection Contact: Shawn Reyes, shawn.reyes@hpcomminc.com, Project Manager

Location: Northern California, Southern California & Central Valley

Project Type: Public Works Telecommunication

Project Size: Over 120 locations throughout California from the Oregon Border to the Mexico Border

Role: Geotechnical Engineer & Special Inspectors

Services Provided: Geotechnical Engineering & Materials Testing

Project Description: Members from our staff served as the Engineering Project Manager, Field Supervisor, Senior Engineering Technicians & Special Inspectors. The project consists of constructing over 120 telecommunication HUTs throughout California to expand the broadband network. Each Hut required grading, aggregate base placement and construction of a Hut Building as well as generator pads. Our staff members provided geotechnical testing, laboratory tests and concrete sampling and testing.

California Broadband Huts Project

Organization: City of Livermore

Subcontracted Under: Ruggeri Jensen Azar

City Inspection Contact: David Terhune, dterhune@rja-gps.com, Principal Engineer

Location: Livermore, CA

Project Type: Public Works Sewer Line Abandonment & Replacement

Project Size: Over 1,000 feet of Sewer Line and Laterals

Role: Geotechnical Engineering & Materials Testing

Services Provided: Geotechnical Engineering & Materials Testing

Project Description: Members from our staff served as the Engineering Project Manager, Field Supervisor and Senior Engineering Technicians. The project consisted of abandoning the existing sanitary sewer line, installation of new sanitary sewer line and water line then patch paved the new utility line trenches. Our staff members provided geotechnical testing and laboratory tests.

The Crossings Residential Development

Client: DR Horton

Client Contact: Daryl Bauman, DaBauman@drhorton.com, Director of Land Development

Location: Modesto, California

Project Type: Large-Scale Residential Development

Project Size: 550 Single-Family Residential Lots

Role: Geotechnical Engineering, Testing & Special Inspections

Services Provided: Geotechnical Testing & Special Inspections

Project Description: Aftershock Geotechnical performed a comprehensive geotechnical investigation for The Crossings residential development, a large-scale project consisting of approximately 550 single-family residences. During construction our firm provided geotechnical observation & testing services during grading and underground utility installation and roadway construction. We also perform special inspection services for the residences (PT Slab Foundations) and soundwall.

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] Nicholas Cardanini
Director of Engineering Services

EXHIBIT C

Fee and Deliverables Schedule



**2026 Fee Schedule
Manteca**

Profesional & Technical Staff

Position	Hourly Rate
Principal Engineer/Geologist	\$315
Senior Engineer/Geologist	\$230
Project Engineer/Geologist	\$200
Senior Staff Engineer/Geologist	\$170
Staff Engineer/Geologist	\$155
Director of Field Services	\$200
Senior Field Technician/Special Inspector	\$175**/**
Field Technician/Special Inspector	\$175**/**
Technical Illustrator	\$150
Administrative Assistant/Typist	\$100

*Billed in 4 & 8-hour increments

**Overtime Rates: Rate increased by a factor of 1.5 for all hours work in excess of eight Monday through Friday, and the first eight worked on Saturday. Rate increased by a factor of 2.0 for all hours work in excess of twelve Monday through Friday, all hours in excess of eight on Saturday and all hours worked on Sunday and holidays.

Other Fees

- Equipment and Materials will be charged in addition to the above rates
- Sub-consultants, equipment rentals, laboratory testing and reimbursables are billed at cost plus 18 percent.

Invoices

Invoices are payable within 30 days. A service charge of 1.5% per month will be imposed on all bills not paid within 30 days. If a bill remains unpaid after 30 days, we will suspend our work until payments are received to bring the account current. We reserve the right to terminate our services for non-payment.

Escalation

The prices noted above are subject to an annual escalation effective January 1 of each year following the initiation of a service agreement.



Soil Classification & Index Properties				
Lab Code	Test Name	Methods	Price	Unit
	Atterberg Limits	ASTM D4318	\$280	Each
	Hydrometer Analysis	ASTM D7928	\$200	Each
	Sieve Analysis	ASTM D6913, C136, CT 202	\$457	Each
	#200 Sieve Wash	ASTM D1140, C117	\$120	Each
	Moisture Content	ASTM D2216	\$30	Each
	In-Situ Moisture & Density	ASTM D7263	\$50	Each
	Specific Gravity of Soil	ASTM D854	\$150	Each
Soil Strength				
Lab Code	Test Name	Methods	Price	Unit
	Direct Shear (2-Points)	ASTM D3080	\$600	Each
	Direct Shear (3-Points)	ASTM D3080	\$850	Each
	Unconfined Compression	ASTM D2166	\$150	Each
Consolidation/Swell				
Lab Code	Test Name	Methods	Price	Unit
	Consolidation – Method A	ASTM D2435	\$600	Each
	Swell/ Collapse	ASTM D4546	\$450	Each
Moisture Density Relationships				
Lab Code	Test Name	Methods	Price	Unit
	Modified Proctor (Methods A & B) - 4" Mold	ASTM D1557	\$330	Each
	Modified Proctor (Method C) - 6" Mold	ASTM D1557	\$350	Each
	Standard Proctor (Methods A & B) - 4" Mold	ASTM D698	\$330	Each
	Standard Proctor (Method C) - 6" Mold	ASTM D699	\$350	Each
	Proctor Rock Correction	ASTM D4718	\$100	Each
Aggregates				
Lab Code	Test Name	Methods	Price	Unit
	Durability Index	CT229	\$325	Each
	Sieve Analysis	ASTM C136	\$457	Each
	Organic Impurities	ASTM C40	\$150	Each
	Specific Gravity of Coarse Aggregate	ASTM C127	\$150	Each
	Specific Gravity of Fine Aggregate	ASTM C128	\$250	Each
	Sand Equivalent	ASTM D2419, CT217	\$250	Each
	R-Value	CT301	\$690	Each
ASPHALT / HMA				
Lab Code	Test Name	Methods	Price	Unit
	Maximum Theoretical Specific Gravity (Rice)	ASTM D2041 / CT 309	\$425	Each
	Maximum Density	CT308	\$550	Each
	Asphalt Core Density (4" or 6" Cores)	CT308	\$125	Each
	Ignition Oven Correction Factor	CT 382	\$750	Each
	Extraction by Ignition Oven	ASTM D6307 / CT 382	\$450	Each
CONCRETE & MASONRY				
Lab Code	Test Name	Methods	Price	Unit
	Compression Test, 4x8 Cylinder	ASTM C39	\$55	Each
	Compression Test, 6x12 Cylinder	ASTM C39	\$55	Each
	Compression Test, Grout Prism	ASTM C1019	\$180	Box
	Compression Test, Grout Cube	ASTM C109	\$120	Set
	Compression Test, Shotcrete (includes Coring)	ASTM C1140	\$80	Each



Equipment/Item	Rate	Unit	Notes
Vehicle (Geotech Testing)	\$25.00	hr	
Vehicle (Concrete Testing)	\$20.00	hr	
Vehicle	\$1.00	mi	
Nuclear Gauge	\$31.00	hr	
Double-Ring Infiltrometer	\$300.00	day	
Coring Machine	\$250.00	day	
Vibration Monitor	\$1,500.00	month	
Hand Auger Equipment	\$100.00	day	
Engineering Software	\$40.00	hr	
Water Level Meter	\$80.00	day	
ZipLevel	\$100.00	day	
Magnetic Particle Testing Equipment	\$175.00	day	
Ultrasonic Testing Equipment	\$300.00	day	
Water Tank & Pump	\$200.00	day	
Torque Wrench	\$50.00	day	
Generator	\$100.00	hr	