

**CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, 2025, by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53462 Enterprise Way, Coachella, California 92236, County of Riverside, State of California ("City") and MSA Consulting Inc., a corporation, with its principal place of business at 34200 Bob Hope Drive, Rancho Mirage, CA 92270 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume reasonable responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing engineering services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Survey and Utility Services (RFP 2467) for a waterline along Avenue 50 and Tyler St. in the City of Coachella. ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to supply the professional engineering consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 13, 2025 to June 30, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other reasonably established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth

in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Thirty Five Thousand Three Hundred Fifty Dollars and No Cents (\$35,350.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Marco Celedon.

3.3.5 City's Representative. The City hereby designates Castulo Estrada, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than Castulo Estrada, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Marco Celedon, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.. Consultant's employees and subconsultants have skill and experience to perform the Services assigned to them in a manner consistent with the standards generally recognized in the same discipline in the State of California. Consultant's employees and subconsultants have licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any reasonable services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is reasonably determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform

any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and reasonably complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones").

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be reasonably liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants

and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is reasonably responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek reasonable damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise reasonable precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage

reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions):. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that

such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll

records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or

volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	MSA Consulting, Inc. 34200 Bob Hope Drive Rancho Mirage, CA 92270 ATTN: Marco Celedon
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City: City of Coachella
53462 Enterprise Way
Coachella, CA 92236
ATTN: Castulo Estrada

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be

responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

3.8 Federal Provisions. With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COACHELLA AND
MSA CONSULTING, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

CITY OF COACHELLA

Approved By:

Bill Pattison
City Manager

Approved as to Form:

Best Best & Krieger LLP
City Attorney

Attested By:

City Clerk

MSA CONSULTING, INC.

By: _____

Its: Vice President/Director of Public Works

Printed Name: Marco Celedon

EXHIBIT "A"
SCOPE OF SERVICES

See attached



December 19, 2024

City of Coachella
53-990 Enterprise Way
Coachella, CA 92236
Attn: Mr. Castulo Estrada

Subject: Proposal for Survey and Utility Services (RFP 2467)
Ave 50 & Tyler – Coachella, CA

Dear Mr. Estrada:

MSA Consulting, Inc. (Consultant) is pleased to offer the following Survey and Utility Services related to the proposed waterline along Avenue 50 and Tyler Street, in the City of Coachella (City). The subject property is located across approximately 1,065 linear feet; as shown in Exhibit "C" – Subconsultant Proposal.

Our proposal is based upon the information provided to us, our previous work efforts on the project, and our understanding of the City of Coachella's and local Utility purveyors' respective standards and requirements.

The Scope and Fee described in this proposal shall be valid until June 30, 2025. Scheduling for the Work will commence upon receipt of a signed copy of a Professional Service Agreement, which will serve to acknowledge approval of the terms contained herein.

We hope the attached scope and fee are consistent with your requirements. We appreciate the opportunity to offer our services and would be pleased to answer any questions you might have.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Marco T. Celedón'.

Marco T. Celedón, PE
Vice President / Director of Public Works
MSA Consulting, Inc

MTC:br

Enclosures

- Exhibit "A" – Scope of Work
- Exhibit "B" – Compensation
- Exhibit "C" – Subconsultant Proposal
- Hourly Fee Schedule

O:\Proposals\Proposals 2024\IP2467 City of Coachella - Ave 50 & Tyler - Survey and Utility Services\mtc_City of Coachella_Survey and Utility Services_Ltr_REV12.19.24.docx

Via Electronic Mail

EXHIBIT “A” – SCOPE OF WORK

MSA proposes to perform the following tasks for this project:

Survey and Utility Services

1.1. MSA Utility Research, Coordination and Supervision for Potholing

- Coordinate and oversee proposals, scheduling, and supervision of potholing crew.
- Adjust Utility Base Plans to include results of locating services.
- Prepare a potholing exhibit.

1.2. Private Utility Potholing

Potholing will be performed by C-Below (Subconsultant), scope of work shown on Exhibit “C” – Subconsultant Proposal attached; Subconsultant’s work will be overseen by MSA. The Subconsultant will provide dig sheets and photos for all excavations. Work beyond eight (8) potholes or will be approved in advance by the City at an additional cost. Number of days to perform scope is a high-level estimate. Method of potholing is vacuum extraction with a 1’ diameter hole. Potholes in concrete or cold patch asphalt will be repaired limited to the opening. The locations of potholes are shown in the attached Exhibit “C” – Subconsultant Proposal.

1.3. MSA Survey Pothole Results

MSA Survey Crew to provide pothole tie-in reference points for horizontal and vertical reference.

CITY RESPONSIBILITIES and ASSUMPTIONS

This proposal assumes the following:

1. Prevailing Wage rates are in effect.
2. City will provide access to the property, as needed
3. City to provide direction, as needed
4. City to pay all processing deposits and fees
5. City to provide applicable information and documents, as needed
6. City to coordinate traffic control for work within street right of way
7. Utility plat fees to be billed to City as reimbursable expenses.
8. Private utility location will be performed by a potholing contractor. MSA will be responsible for contracting with the Subconsultant to provide the potholing services. A 15% mark-up for MSA’s management of the Subconsultant has been included in Exhibit “B” – Compensation. Costs are hourly or fixed fee as identified in the Subconsultant’s proposal (costs shown on Exhibit “C” – Subconsultant Proposal attached) and will be billed monthly as invoices are received from the Subconsultant.

EXCLUSIONS

Consulting services not specifically listed in the scope above are excluded from the agreement. Additional services, if required, may be provided by MSA or other consultants under a separate written proposal with additional fees as approved by the City. Examples of these include:

1. Agency/Impact Fees
2. Utility will serve letters, potholing or computer modeling by local Water District
3. Construction Staking

EXHIBIT "C" - SUBCONSULTANT PROPOSAL



Estimate
Job No. 08-242097-P
Quote No. 00056678
Date: 12-17-2024
Expires on: 03-17-2025
Payment Terms: NET 30
Prevailing Wage Yes

C Below | Subsurface Imaging
Call Before you cut, core, drill or dig.

1385 Old Temescal Rd., Suite 100
Corona, CA 92881
Phone: **(888) 902-3569** Fax: (909)606-6555
www.cbelow.com

Bill To
MSA Consulting, Inc.
34200 Bob Hope Drive
Rancho Mirage, CA 92270

Opportunity Name
50th and Tyler PH and Locating

Primary Contact
Michael Scheiber
760-320-9811
mschreiber@msaconsultinginc.com

Jobsite Address
50th and Tyler
50th Ave and Tyler
Coachella, CA

Sales Rep	Ext.	Email	Cell
Robert Foster		robertf@cbelow.com	+1 9516270112

C Below, Inc. (C Below) submits this proposal for the 50th and Tyler PH and Locating project. Our proposal is based on the enclosed estimated hourly breakdown and the C Below Schedule of Fees. To successfully complete the outlined scope of services in this proposal, our field technicians will need uninterrupted clear access to the work area and the appropriate project documentation. We appreciate the opportunity to provide you with our services and look forward to helping ensure a safe and successful project.



Potholing Scope of Work

C Below will perform (8) potholes as indicated in the client provided potholing exhibit. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch.

Additional costs: Potholes outside of our standard will be billed based on actual depth or conditions. Limitations on work hours may cause additional mobilization or traffic control charges. Permitting fees will be adjusted to actual costs.

If C Below is not hired to mark the locations of the potholes, they will be performed off of the utility provider's marks under the client's direction. Utility providers typically do not mark out sewer or storm drain lines. Dry holes are considered billable. Locating is a separated line item that will be represented on your estimate.

Client will be provided a detailed potholing report at the conclusion of the investigation.

SERVICE INCLUDES

- Dig Alert Coordination & Delineation
- Vacuum Excavation to top of utility, encasement or stop depth
- Sand Backfill
- Hot Patching
- Removal of Debris
- Pothole Report

SERVICE DOES NOT INCLUDE

- Encroachment Permit at cost plus 15% for processing fee
- Standard Traffic Control
- Permanent Cold Patch
- Slurry Backfill
- Engineered Traffic Control Plans
- Extensive Traffic Control
- Flagging for Traffic Control
- Sidewalk Concrete Panel Replacement
- Removal of Dig Alert Marks
- Survey of Pothole Locations pre or post pothole
- Please request a quote if any of the above services are needed

Utility Locating Scope of Work

C Below will provide a comprehensive Utility Investigation of the outlined area shown on Exhibit A (last page of proposal).

The purpose of this investigation is to find all utilities outlined below to quality level (QL) B per ASCE 38-02. (see attached documentation on available quality levels).



C Below will exhaust any and all utility locating methods, plus “tribal knowledge”, to positively identify the horizontal and vertical locations of the utility lines.

This includes utilizing the equipment listed below:

- Electromagnetic Locator (Locator)
- Locatable CCTV Push Camera. No video will be provided unless specifically included in your quote. (Push Cam)
- Ground Penetrating Radar (GPR).
- Locatable Duct Rodder (Ram Rod).
- Crawler Camera and lateral Launch Equipment if specifically included in your quote. (Crawler)

Deliverables- Utility locations along with depth estimates will be marked directly on the surface (Please reference your Markings Card for explanations of these.)



Product Line Items

	Estimated Costs
Potholing	\$14,505.00
Utility Locating	\$4,495.00
Total USD	\$19,000.00

Estimate Worksheets

Potholing				
Item	Quantity	Unit	Unit Price	Total
S1 Pothole 1' x 1' x 0' - 5' deep	8	HR	\$660.00	\$5,280.00
Potholing Travel Time Crew	12	HR	\$325.00	\$3,900.00
Vacuum Excavation Spoil Removal and Dump Fee: Removal of excavated spoils and dumping of material	2	EA	\$950.00	\$1,900.00
Pothole Report	1	UNIT	\$550.00	\$550.00
Hotpatching + Slurry	8	EA	\$300.00	\$2,400.00
Project Coordination	3	HR	\$95.00	\$285.00
Administrative	2	HR	\$95.00	\$190.00
Subtotal				\$14,505.00



Utility Locating				
Item	Quantity	Unit	Unit Price	Total
Locating Certified Supervising Technician	8	HR	\$195.00	\$1,560.00
Locating Trained Certified Assistant Technician	8	HR	\$180.00	\$1,440.00
Locating Travel Time Crew	4	HR	\$255.00	\$1,020.00
Project Coordination	3	HR	\$95.00	\$285.00
Administrative	2	HR	\$95.00	\$190.00
Subtotal				\$4,495.00



Quality Level Definitions

Quality Level D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

Quality Level C involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent or are not too expensive to repair or relocate.

Quality Level B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

Quality Level A is the highest level of accuracy and involves the full use of the subsurface utility investigation method. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and provides the type, size, condition, material and other characteristics of underground features.



Service Exceptions and Limitation

Locating Exceptions

Our services do not include the location of irrigation lines and associated control valves. We are able to locate sewer and storm drain lines if access is made available. We do not locate abandoned/extra conduits containing no interior cable and we do not locate fiber optic lines or lines without a metallic shield or lacking a tracer wire. C Below has the ability to locate nonmetallic lines but it is outside our normal scope of services. Should the need arise to locate these types of lines, please contact us for an additional quote.

GPR Exceptions

There needs to be at least 8 inches clearance around the perimeter of the scanning area to accommodate the GPR antenna; especially at structure intersections. Scanning surfaces need to be relatively flat with no water present. GPR can penetrate 12 inches of concrete or masonry, but accuracy decreases with increased steel congestion. Indications show up on the radar screen as hyperbolas. The center of the hyperbola is the center of the indication. GPR data, under most circumstances, does not allow for the interpretation of an indications size, only the center location of the indication and embedment depth. Indications such as reinforcing steel or conduit spaced closer than 2 inches on center may show up as one indication.

Mapping Exceptions

Please be sure to provide any project documents prior to dispatch. A workable CAD file is required if mapping is to be performed. JPG, TIFF, PDF files are not preferred and may affect the quality of the final product. If no CAD file can be provided, additional costs may apply. A complete and editable background must be provided by the client to ensure the quality of the final product.

Potholing Exceptions

For billing purposes, C Below defines a standard pothole with the dimensions of 1' X 1' X 5' deep. Deviations from this standard definition require rate increases for additional time and materials to facilitate the client requests. Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to: additional traffic control, travel time, and disposal fees. Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6" thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. For further clarification please speak to your C Below representative. Optional Services include: hot patching per City requirements, slurry backfill, standard or engineered traffic control plans, trenching or excavation beyond standard pothole dimensions.

CCTV Exceptions

All lines designated by the client for need of inspection must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. For added scope of water jetting additional fees apply.

Traffic Control

Standard Traffic Control includes one lane closure with minimal signage not spanning an intersection. Extensive Traffic Control includes multiple lane closures, arrow boards, multiple signage requirements, spanning of intersections, flaggers, and other non-standard setups.

GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between C Below, Inc. ("C BELOW") and the party that accepted C BELOW's proposal or requested that C BELOW perform Services ("Client"). C BELOW shall include said company, its engineers, employees, insurers, or authorized representative. This "Agreement" includes C BELOW's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from C BELOW shall constitute acceptance of the terms of these General Conditions.

1. **SCOPE OF SERVICES.** Services means the service(s) performed by C BELOW for Client or at Client's direction. C BELOW's findings, opinions, and recommendations are based upon data and info C BELOW obtained by and furnished to C BELOW at the time of the Services. C BELOW may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in C BELOW's Proposal. If any alteration or addition of Services are requested by the Client, C BELOW may provide a written notification detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. If Client does not follow these procedures, but instead directs, authorizes, or permits C BELOW to perform the changed or additional work, the Services are changed accordingly, and C BELOW will be paid for this work according to its written notification or current fee schedule.

2. **DELAYS.** C BELOW shall be entitled to an equitable adjustment to the project schedule and compensation to compensate C BELOW for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond its reasonable control. All promises of services time are approximations by C BELOW and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall C BELOW be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by C BELOW's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. **MINIMUM CHARGES.** All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to

perform a service and no work is performed, a two-hour minimum charge shall apply (show-up charge).

4. **WORKING HOURS** C BELOW's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm. For work performed Monday – Friday, overtime hours (1.5 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (2 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.5 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 2.0 times the contracted hourly rate. Holidays observed by C BELOW are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Overtime hour charges shall be in one-hour increments.

5. **SCHEDULING & CANCELLATION** A minimum of 24 hours' notice is required when scheduling C BELOW's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of \$75 per technician will apply. If services are canceled less than 24 hours before the scheduled start time, a fee of \$75 per technician will apply.

6. **PREVAILING WAGE** The prices quoted within are NOT Prevailing Wage or Union unless specifically stated on the first page of this document. If this project requires Prevailing Wage, our hourly rates will increase the proportional percentage increase every July 1 in accordance with the wage listed by the Director of Industrial Relations which is tied to any applicable union or collective bargaining agreement documented annual increases plus corresponding changes in our general administration and overhead expenses. These adjustments shall become the agreed upon basis for charges by C BELOW to the Client.

7. **CERTIFIED PAYROLL** The prices quoted within are subject to certified payroll unless specifically agreed between C BELOW and the Client. If this project requires Certified Payroll, our hourly administrative rates will increase to accommodate this request. If Client requests for certified payroll after the fact, then it will be at an additional cost.

8. **C.O.D.** Projects totaling less than \$5,000.00 in services for Clients that have not submitted credit approval through the C BELOW accounting department shall be performed on a Cash on Delivery (C.O.D.) basis. Prior to the start of our services the C BELOW technician will collect a check from the Client. Alternatively, the Client can opt to pay by Credit Card by filling out a Credit Card Authorization form.



If this method is chosen, then a 3% processing fee will be applied. For all other projects, please see the COMPENSATION AND PAYMENT TERMS section of this document (Section 28).

9. REIMBURSABLE EXPENSES Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%. Equipment and materials purchased/rented by C BELOW exclusively for the project will be invoiced at cost plus 15%. Business license fees for project specific requirements will be invoiced at cost plus 15%.

10. SERVICE AUTHORIZATION Written requests will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify C BELOW in writing as their authorized representative. Otherwise, all service requests are billable.

11. PROPOSAL VALID DURATION Proposed Master Fee Schedule of Rates, Term & Conditions and General Conditions stated within are valid for 30 days from the proposal date.

12. C BELOW RESPONSIBILITIES. Services performed by C BELOW under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. C BELOW MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. C BELOW will not be responsible for inaccurate or incomplete information provided to it by Client, co-consultants or other reasonably reliable sources; for site conditions of which it was not actually informed; for unauthorized modifications to or deviations from C BELOW's instruments of service or the use of unfinalized instruments of service for any purposes including bidding or cost estimating; for hazardous materials or toxic substances at the Project site; for the specification of products or equipment for purposes consistent with the manufacturer's published literature; for decisions made by others relating to materials and equipment decisions made by others; for the services and instruments of service provided by others even if incorporated into C BELOW's instruments of service for ease of reference or otherwise; for the performance of the Project's contractors and materials suppliers; for construction means, methods, techniques, sequences or procedures, including without limitation investigation or demolition procedures and safety precautions and programs; and for the actions or inactions of others including utility companies, other consultants and governmental or quasigovernmental agencies. The services being provided for by C BELOW do

not relieve the Client of the responsibility of having to comply with California Government Code §§4216 - 4216.9. It is expressly understood by the Client that C BELOW's services are not a substitute for compliance with California government Code §§4216 - 4216.9.

Client acknowledges that findings prepared by C BELOW are based on limited information and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where explorations are made by C BELOW. Client is responsible for notifying the appropriate party or professional regarding the findings noted by C BELOW and C BELOW accepts no liability in connection therewith. C BELOW shall not be responsible for the interpretation by others of information developed by C BELOW and makes no guarantee that C BELOW's findings are properly implemented by any party. C BELOW shall not be held liable for problems that may occur if C BELOW recommendations are not followed.

13. CLIENT PARTICIPATION. Client will make available to C BELOW all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to, plot plans and topographic surveys. Client shall immediately transmit to C BELOW any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. C BELOW shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify C BELOW against claims, demands, or liability arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees to hold C BELOW harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given C BELOW prior notice and has received C BELOW's written consent for such changes. C BELOW does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of services ordered by Client is adequate and sufficient for Client's intended purpose.

14. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from C BELOW's proven negligence, Client agrees to defend, indemnify and hold C BELOW harmless from any claims, demands, suits, losses,



charges, expense (including attorney fees and costs at trial and appeal), and/or allegations of responsibility by any and all third parties including but not limited to, contractors, subcontractors, agents, employees, assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and C BELOW. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and C BELOW that any such person or entity, other than Client or C BELOW, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of C BELOW or an assignment to an affiliate or subsidiary of C BELOW.

15. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to C BELOW all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re- negotiation of the scope of C BELOW's Services or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate C BELOW for measures that in C BELOW's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate C BELOW for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, Client waives any claim against C BELOW, and to the maximum extent permitted by law, agrees to defend, indemnify, and save C BELOW harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site. There is a risk that potholing

may result in contamination of certain subsurface areas. Client waives any claim against, and agrees to defend, indemnify and save C BELOW harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by potholing. Client also agrees to adequately compensate C BELOW for any time spent and expenses incurred in defense of any such claim.

16. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the Project, necessary to commence and complete the Services, and will provide C BELOW access to the project site for all equipment and personnel necessary for the performance of the Services, unless specifically stated within the Estimate Worksheets or Scope of Work in C BELOW's proposal. C BELOW shall be allowed free access to the site. Client understands and agrees that C BELOW shall only be responsible for losses which directly result from C BELOW's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Client waives any claim against C BELOW, and agrees to defend, indemnify, and hold C BELOW harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate C BELOW for any time spent or expenses incurred by C BELOW in defense of any such claim.

17. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of services will operate to make C BELOW an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. Client will indemnify, defend and hold C BELOW harmless from and against any and all losses, damages, costs and expenses, including attorney's fees, from third party claims, demands and causes of action arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation of, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by C BELOW's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

18. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings,



plans, specifications, calculations, and studies memoranda assembled or prepared by C BELOW are instruments of service with respect to the subject project, and C BELOW shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by C BELOW for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to C BELOW, and the Client agrees to indemnify and hold harmless C BELOW against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom.

19.ALLOCATION OF RISK AND LIMITATION OF LIABILITY.

The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against C BELOW, its parents, affiliates and subsidiaries ("C BELOW Covered Parties"), so that the total aggregate liability of C BELOW Covered Parties shall not exceed \$5,000 or the actual paid compensation for the services performed by C BELOW under this Agreement, whichever is less. This restriction of remedies shall apply to all suits, claims, actions, losses, costs (including attorney fees) and damages of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

20.LIABILITY FOR OTHERS. C BELOW shall not be responsible for supervising or overseeing the Client's contractors or for their means and methods, procedures, performance, or site safety. C BELOW shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). C BELOW shall have no authority to control Others regarding their work or their safety practices. C BELOW does not control or guarantee the work of Others. C BELOW has no duty to inspect or correct health and safety deficiencies of Others. C BELOW will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of C BELOW's services shall not relieve Others of their responsibilities to the Client or Others. C BELOW reserves the right to report to the Client any unsafe conditions observed at the Project without altering the foregoing.

21. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and C BELOW waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

22.INSURANCE. C BELOW will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If C BELOW is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name C BELOW as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include C BELOW in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide C BELOW with a certificate of insurance evidencing the required insurance. Additional insurance coverage can be obtained at an additional cost to the Client. These costs can be obtained by quotation from C BELOW.

23.RESOLUTION OF DISPUTES. Either party may initiate a dispute resolution by providing written notice to the other party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the claim.

If the parties cannot resolve the dispute through negotiation, either party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the services and shall negotiate in good faith. No written or verbal representation made by either party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party's admission. If the representatives are unable to resolve the dispute within 15 business days, either party may pursue its respective legal and equitable remedies. A party's failure to abide by the foregoing dispute resolution procedures prior to that party's filing of a lawsuit shall result in the dismissal of said lawsuit until the party has abided by the foregoing dispute resolution procedures. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be



brought in the county where the C BELOW office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

24. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, C BELOW may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at C BELOW's option. Client shall pay all costs incurred by C BELOW in collecting any delinquent amount, including staff time, court costs and attorney fees. Failure to make payment within sixty (60) days of invoice shall constitute a release of C BELOW from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, C BELOW's current fee schedule shall apply unless otherwise negotiated in advance.

25. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of

seven (7) days after written notice thereof. In the event of termination, C BELOW will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. C BELOW shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to C BELOW and are expressly agreed to in a writing signed by C BELOW.

UTILITY LOCATING

Utility locating is an imperative first step prior to geotechnical excavation during pre-construction. Damaged lines are not only expensive to repair but can be extremely dangerous. Starting your project with the knowledge of the types and locations of underground utilities on the job site is an important and cost-effective way to ensure a safe and successful project.

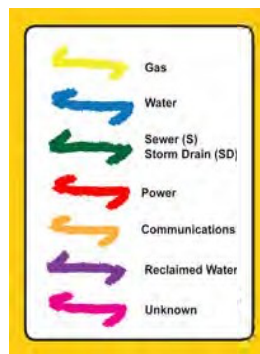
C Below has the ability to locate horizontal and vertical locations for all underground utilities including water, gas, power, waste, communications and cable/TV.

Our technicians will mark all indications directly on the surface of all surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices.

Once lines have been found, there are several options a technician can use for marking the utility locations. Spray paint is the most common, but flags or whiskers are also utilized in areas that have heavy traffic, or where sprinklers may cause the paint to become unreadable prior to excavation. Computer-aided design or CAD drawings of our findings can also be provided upon request.

Our utility locating services shall include only those materials commonly used for locating and marking indications. Clear access to scanning areas need to be provided by the client. Should the area to be scanned not be accessible from the ground, the client will provide the means (man lift, scaffold, etc.) for our technician to properly perform their work.

For utility locating we locate all underground utilities using a standard electromagnetic utility locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a “tracer wire”, all sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.



GROUND PENETRATING RADAR (GPR)

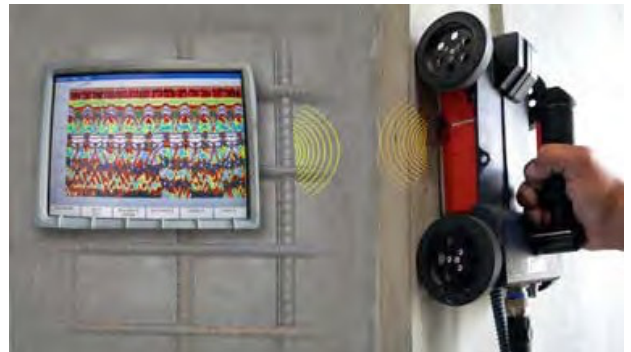
C Below uses GPR for locating reinforcing steel, prestressing strand, conduit and other indications in concrete and masonry structures. We use this method because it is one of the safest, fastest and most accurate methods currently available. With the ability to penetrate up to 18 inches of concrete, our technicians can map all indications directly on the scanning surface prior to coring, cutting or drilling. The survey results can also be saved and printed in 3-Dimensional detail providing a subsurface map for our client.

With such a large penetration range, GPR can be used with access to only one side of the scanning area with no need to place film on the opposite surface (as is needed with other methods). Our technicians determine the thickness of concrete and masonry structures to determine the spacing and depth of indications. In certain cases, the size of the indication can be estimated.

As these indications are found, they are displayed to the technician in real-time. They are displayed on the GPR monitor when changes in the conductivity of the scanned area represent locations of rebar, conduit, pipe, voids, and other objects located beneath the surface. Once located, the indication is marked in accordance with the APWA Uniform Color Code.

GPR is incredibly versatile and offers ease of use on job sites. It emits about 1% the power of a cell phone signal to perform its functions. Other methods require a safety perimeter around work areas. We prefer to use GPR because we are able to work in occupied sites and buildings where temporary evacuation is not an option. The equipment is very portable and can be moved to location quickly, making scanning of multiple areas a fast, efficient and manageable process. The practicality of this service supersedes traditional methods of utility locating, but it can also be used in conjunction with them.

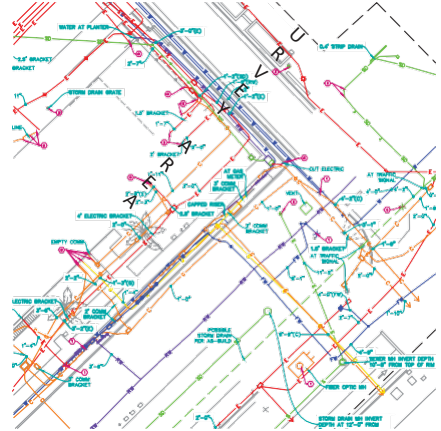
With the ability to locate nonmetallic utilities up to 12 feet deep, you can be sure most lines will be identified.



UNDERGROUND MAPPING

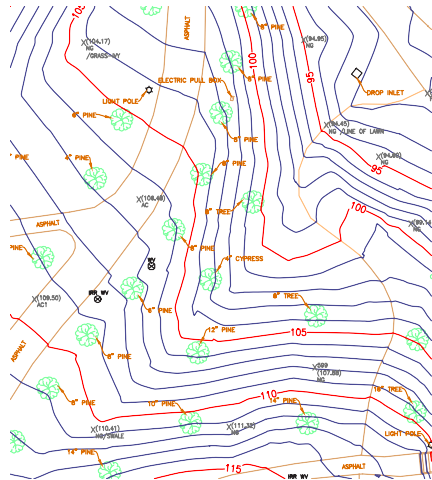
C Below will provide our client with electronic and/or printed documentation of our utility investigation when mapping is added to our locating scope of work. Utility locations will be plotted in a client provided site drawing with clear, easy to read detail. Each utility is labeled and color coded in accordance with the indications marked in the field. We prepare CAD drawings to ensure the industry's most accurate drawings. The details of these drawings are based upon client specifications. Some of these options include depth, pipe diameter and materials, connection points, and all unknown utilities.

In addition to 36" x 24" prints, our drawings can also be saved in PDF format for simple distribution and viewing. Our detailed drawings can be used to provide designers and contractors with an overview of what to expect when performing site work. All mapping is done under the supervision of a licensed civil engineer.



ADDITIONAL SURVEYING SERVICES

In addition to mapping our utility location markings, we offer a full range of surveying services.



ADA

BOUNDARY

A.L.T.A./N.S.P.S

TOPOGRAPHIC

CROSS-SECTIONS

ENCUMBRANCE MAPS

ORTHO AERIAL PHOTOS



POTHOLING

Potholing is also known as vacuum excavation and is used for the purpose of identifying the axis of an underground utility. When the utility is revealed, the type of material and utility size are documented. The data collected during these excavations are beneficial in all phases of construction. Based upon the soils conditions or scope, C Below will choose to use air or water to create the pothole. Potholes made to expose facilities encased in concrete, will stop at the encasement. The top of the encasement will then be recorded as the top of the facility.

After documenting our findings, each pothole will be backfilled, compacted, and a perm-a-patch or hot patch will be provided depending upon client specifications.

A potholing report complete with photographs are provided at the conclusion of the job documenting the location, utility found, depth to top of pipe, utility size, material and the soil conditions. If no utility is found within the predetermined depth of the pothole, it will be considered a dry hole. Additional holes may be necessary to provide a positive location of the utility.



C Below technicians performing potholing



Potholing equipment



CCTV PIPE INSPECTION AND CRAWLER CAM

C Below provides video pipe inspection that will give vital information to help properly maintain utility and pipe facilities. We perform this service on sanitary sewer and storm drain lines specifically identified by the client or client's representative. CCTV pipe inspection includes trained personnel and the use of a push camera and/or crawler camera depending on the size of the line.

During this inspection, videos are recorded in full color MP4 files that can be viewed easily on all computers. Captions can be added to the video to help identify the technician findings. Our push cameras can video lines as small as 3" in diameter while our crawler cameras can do pipes upwards of 72". The video technology offers high quality assessment of all piping, including joints. We offer quick results with the ability to transfer video feed via USB and Bluetooth technology.

Standard details recorded during the inspection include: obstructions or blockages, root intrusion, structural damage, pipe offsets and flow conditions. Problem areas found will be identified on the surface for easy identification.

In the event that any blockage is found, we are able to provide water jetting to clear the obstructions. Sanitary Sewer and Storm Drain lines may contain debris and blockages that limit the ability to perform CCTV Pipe Inspection. C Below can arrange for an outside contractor to jet all lines prior to CCTV pipe inspection to ensure the full length of the pipe can be filmed.

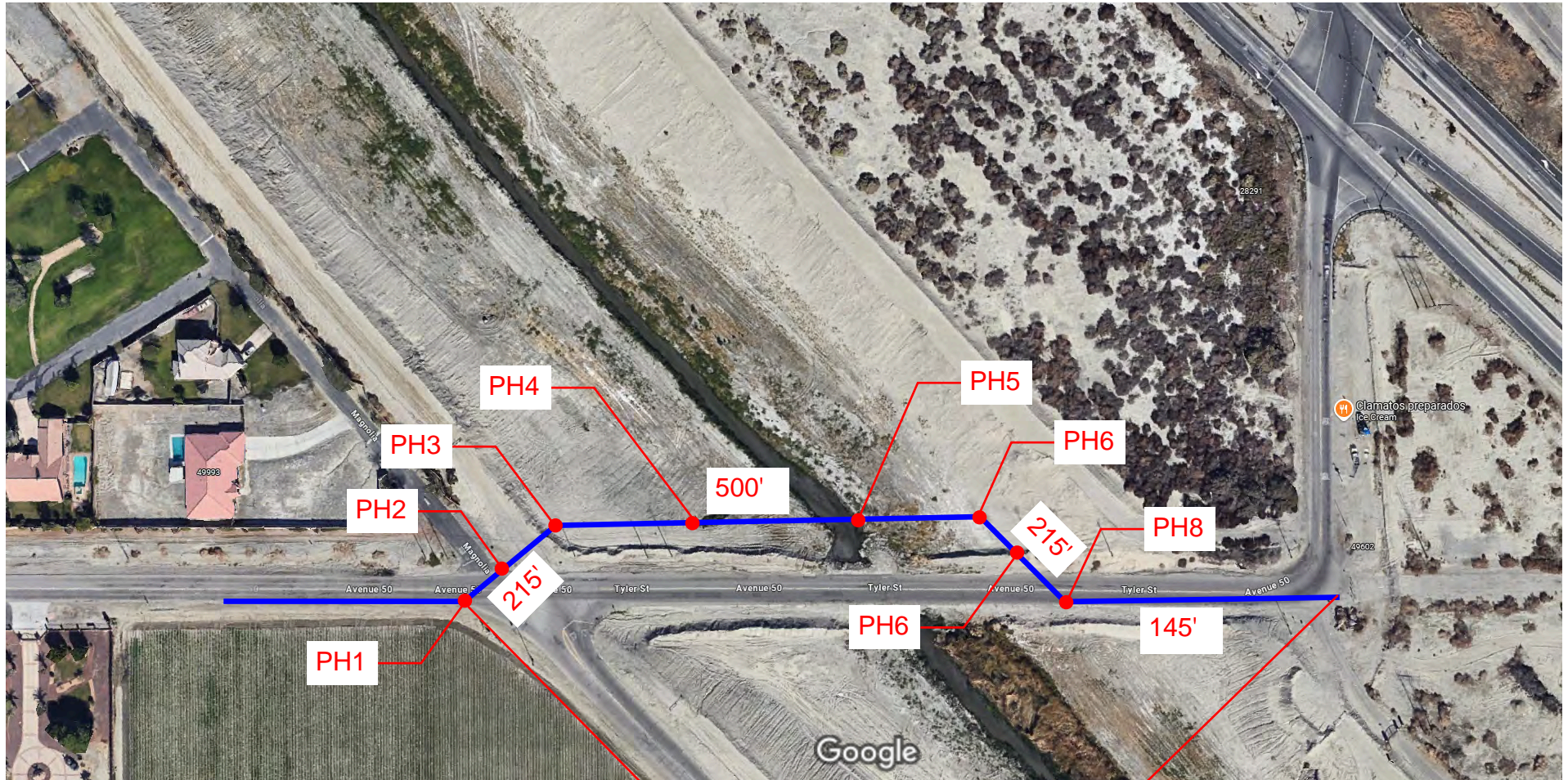


CCTV Crawler Cam



Intact and damaged storm drains as recorded by our CCTV





Imagery ©2024 Google, Imagery ©2024 Airbus, Maxar Technologies, Map data ©2024 50 ft

Line-Tracing 1,070 FT.
8 Pothole Locations

Line-Tracing Limits



Estimate
Job No. 08-242097-P
Quote No. 00056678
Date: 12-17-2024
Expires on: 03-17-2025
Payment Terms: NET 30
Prevailing Wage Yes

Please review all pages in this agreement on our services capabilities and limitations before signing. Should you have any questions about our services, please contact your sales representative before signing this agreement. By signing below, you hereby authorize C Below to proceed with services outlined in its proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by C Below's General Conditions which are incorporated herein. This authorization to proceed constitutes an agreement between you and C Below and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Signature:

Effective Date:

Name (Print):

Title:

Client Billing Information

Bill to Name

Attention

Address

City

State

Zip

Email

C Below Signature:

Effective Date:

C Below Name (Print): Ashley Salvino

Title: Regional Vice President

Please sign and email to Robert Foster at robertf@cbelow.com.

After C Below receives this signed agreement, **Dispatch** will be notified immediately to begin the scheduling process. Service availability changes throughout the day. Service date and time can only be confirmed by dispatch after receiving this agreement.

THANK YOU FOR YOUR BUSINESS.





MSA CONSULTING, INC.

Civil Engineering • Land Surveying • Landscape Architecture
Planning • Environmental Services • Dry Utility Coordination • GIS

CURRENT HOURLY BILLING RATES APRIL 1, 2024

Engineering Services

Principal Engineer.....	\$255
Director of Design Services	\$240
Director of Production Services.....	\$225
Senior Project Manager	\$225
Project Manager	\$215
Senior Project Engineer	\$195
Senior Designer	\$180
Project Engineer	\$170
CADD Designer	\$155
CADD Technician	\$145

Survey Services

Director of Survey and Mapping	\$225
Survey Manager	\$205
Survey Project Manager	\$205
Senior Surveyor	\$190
Chief of Parties	\$185
Survey Technician II	\$170
Survey Technician I	\$145
One-Man Survey Crew (Field)	\$185
One-Man Survey Crew (Prevailing Wage)	\$205
Two-Man Survey Crew (Field)	\$295
Two-Man Survey Crew (Prevailing Wage)	\$325
Three-Man Survey Crew (Field).....	\$380
Three-Man Survey Crew (Prevailing Wage).....	\$415

Utility Coordination Services

Utility Manager.....	\$185
Utility Coordinator	\$170

Drone Services

UAV Pilot – Photography	\$250
UAV Pilot – Survey Mapping.....	\$400

Landscape Architecture Services

Studio Director – Landscape.....	\$225
Senior Landscape Architect	\$195
Senior Project Manager – Landscape	\$185
Senior Project Designer – Landscape.....	\$180
Project Architect – Landscape	\$170
Project Manager – Landscape	\$175
Project Designer – Landscape	\$160
Associate Project Manager – Landscape.....	\$155
Associate Project Designer – Landscape.....	\$150
CADD Designer – Landscape.....	\$140

Planning Services

Director of Planning	\$245
Senior Planner / Designer.....	\$175
Senior Planner / Project Manager	\$170
Planner / Project Manager	\$160
CADD Technician	\$145
Assistant Planner.....	\$135

Environmental Services

Director of Environmental Services.....	\$215
Senior Environmental Planner / GIS	\$175
Environmental Planner II	\$145
Environmental Planner I	\$135

Administrative Services

Project Administrator	\$120
Administrative Assistant.....	\$115

The above rates include all labor, materials, and incidental expenses such as vehicle mileage, postage, toll calls, and survey materials. Not included are reproduction costs, title company charges, special mailing charges, application, filing or permit fees or survey monuments.

EXHIBIT "B"
SCHEDULE OF SERVICES

January 13, 2025 to June 30, 2025

EXHIBIT "C"
COMPENSATION

City agrees to compensate Consultant for such services as follows, including MSA 15% administrative mark-up on the subconsultant's fee. Does not include reimbursable expenses.

Task/Description	Fee
Survey and Utility Services	
1.1. MSA Utility Research, Coordination and Supervision for Potholing.....	\$4,500
1.2. Private Utility Potholing	\$21,850
1.3. MSA Survey Pothole Results	\$4,000
Total – All Tasks.....	\$30,350