

## SERVICES AGREEMENT

### T2 UES, INC. dba T2 UTILITY ENGINEERS

#### Third Street Sewer Improvement Project (RFP No. 2416)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and T2 UES, INC., a Delaware corporation authorized to do business in California, doing business as T2 UTILITY ENGINEERS ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Third Street Sewer Improvement Project (RFP No. 2416) ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from the date first written above, until December 23, 2025, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation.** City shall pay Contractor for the performance of the Services during the initial term of this Agreement a Contract Price not to One Hundred Nineteen Thousand Eight Hundred Seventy Dollars (\$119,870.00), unless an increase is agreed to by the parties. City shall pay Contractor for Services performed to City's satisfaction on a monthly basis in accordance with the provisions of the Compensation Schedule attached hereto as Exhibit "B" and incorporated herein by this reference. If the term of the Agreement is extended, Contractor's compensation for the extended term shall be mutually agreed upon in writing by the parties.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City,

City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Except as to the sole negligence or willful misconduct of the City, Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, to the extent it is based or asserted upon any wrongful act or omission of Contractor, its officers, employees, subcontractors, agents or representatives, or arises out of or in any way relates to this agreement including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. **Insurance.**

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by

anyone directly or indirectly employed by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.4 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the Services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further

warrants that neither Contractor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm), and is referred to and made a part hereof as though fully set forth herein. Contractor is aware of and stipulates that Contractor will also comply with California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR, when applicable. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Public Works  
City of Riverside  
Attn: Sung Chang  
3900 Main Street  
Riverside, CA 92522

To Contractor

T2 Utility Engineers  
Attn: Arthur Glen Robinson  
5622 Research Drive  
Huntington Beach, CA 92649

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

25. **Digital and Counterpart Signatures.** Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a “digital signature” is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of “electronic signature” as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

26. **Interpretation.** City and Contractor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

26.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

26.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

26.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

27. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

T2 UES, INC., a Delaware corporation  
authorized to do business in California,  
doing business as T2 UTILITY  
ENGINEERS

By: \_\_\_\_\_  
Mike Futrell  
City Manager

By: Craig D. Snyder  
Print Name: Craig D. Snyder  
Title: President

Attest: \_\_\_\_\_  
Donesia Gause  
City Clerk

**and**

By: Dennis E. Mitchell  
Print Name: Dennis E. Mitchell  
Title: Treasurer

Certified as to Availability of Funds:

By: Rishon  
Rishon Chief Financial Officer

Approved as to Form:

By: Tarren A. Torres  
Tarren A. Torres  
Deputy City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

1. Surface locate all existing utility lines via electronic/GPR processes to determine approximate locations, alignments and depths as shown in the GPR Location Exhibit. Work will be limited to sidewalk areas along Main Street and Fifth Street and 3ft on either side of the centerline of Third Street from Market Street to SR-91 Freeway.
2. Provide an AutoCAD file deliverable using the correct world coordinates of the results of the electronic/GPR process. Data should be clear and easy to read with appropriate legend and labeling if necessary.
3. Uncover and field verify location and depth of all existing utilities as shown in the Pothole Location Exhibit. Work will be limited to along the centerline of Third Street from Market Street to SR-91 Freeway and one location at the intersection of Victoria Avenue and Pleasant Street.
4. Prepare a Pothole Summary Report tabulating all data obtained from the pothole work including pothole no., owner, material, size, and depth to top of pipe. If encasements are encountered, provide depth to top and depth to bottom of the encasement. Trenching may be necessary to achieve this.
5. For trench repair, Company must repair any open trenches per City Standard Plan 453.
6. For pothole repair, Company must repair core locations per City Standard Plan 454. However, potholes in the dirt shoulders that are less than 3' deep can be backfilled with compacted to original grade (minimum 95% relative compaction).
7. Obtain a "no-fee" street opening permit from the Public Works Department.
8. Submit traffic control plans prepared by a California Registered Civil Engineer or California Registered Traffic Engineer for approval by the City of Riverside.



## g. Pricing

### Project Scope

The general scope items include Utility Records Research, Utility Designating (Geophysical Investigation), Test Holes and Deliverable production. Work will be conducted in compliance with CI/ASCE Standard 38-22.

T2ue will designate subsurface utilities within the project limits using appropriate geophysical utility locating equipment. The designated alignments will be field marked with pink paint or flags. Locations on the alignments that need to be surveyed will be marked and assigned a unique identifier. A shot list and field sketch will be produced and used by T2ue during surveying. T2ue will be responsible for processing the surveyed data and reconciling with the owner-provided utility records.

Test hole locations are approximate and are provided in the RFP documents. Twenty-nine (29) test holes, twenty-six (26) in pavement and three (3) in unpaved areas, are included in this proposal.

### ASSUMPTIONS

#### General

- Project is subject to Prevailing Wage requirements.
- Project is **NOT** subject to a Project Labor Agreement.
- Permitting with the City of Riverside is required (No Fee).
- Traffic Control Plans and devices will be required, T2ue to provide.

#### Utility Records Research (SUE Quality Level D)

- T2ue will request records from the utility owners.
- T2ue will track all correspondence and records received in a log.
- All record drawings will be saved electronically.
- Record data (SUE QLD) will be used to facilitate the field investigation and deliverable production.

#### Utility Designating (SUE Quality Levels C and B)

- Estimate is based on providing up to 100 hours of utility designating.
- T2ue will designate, map and assign the achieved quality levels for utilities within the project limits.
- Any and all CAD files of the design provided by others will be accurate and suitable for use by T2ue. T2ue assumes that these files are approved and that they are the most current and up-to-date files available, including any and all approved addendums. ROW and/or boundary work will not be completed by T2ue as part of this scope and fee. If this information is unable to be provided, it will not be included or shown on the SUE utility plans prepared and submitted by T2ue.
- The designating process involves:
  - Designate conductive utilities with direct connection or passive induction locating equipment.
  - Designate non-conductive utilities with rodding cables, sondes, or Ground Penetrating Radar.
  - Sweep the area for unknown utilities using:
    - Tandem passive induction
    - Radio and power signature scanning
    - GPR
- Designated utilities will be marked in the field with pink paint or flags.
- Structure diagrams are not included in this proposal.
- Irrigation lines < 3-in in diameter are excluded from this investigation.
- T2ue will collect sewer and storm drain invert data.
- Utility designating marks will be surveyed by PSOMAS, T2ue to subcontract.
- Utility Model will be updated with QLB and QLC alignments.
- Designating paint removal will not be required.



### **Test Holes (SUE Quality Level A)**

- Estimate is based on completing 29 Test Holes, 26 in pavement and 3 in unpaved areas.
- Locations are approximate and are provided in the RFP documents.
- T2ue will notify USA/DigAlert at least 72 hours in advance.
- T2ue will premark and verify each utility location prior to test holing.
- T2ue will sawcut and vacuum excavate an approximately 10-in diameter column to expose the target utility.
- 1-sack cement slurry will be used for backfill at each test hole location.
- Hot-mix asphalt restorations will be required per City Std 454, T2ue to subcontract.
- Completed test hole locations will be surveyed by PSOMAS, T2ue to subcontract.
  - T2ue will update the Utility model with the surveyed test hole locations.
  - USA/DigAlert paint removal will not be required.

### **DELIVERABLES**

#### **Records Research**

T2ue will review existing utility base map(s) and reconcile with the results of the utility designating and survey.

#### **SUE Utility Model and Plans**

T2ue will create a Utility Model, in compliance with ASCE 38-22 Quality Level identification from the information obtained during the records research (QLD) and field investigation (QLC and QLB). A PDF plan set with Engineer stamp (full size sheets, 40 scale plans) will also be submitted as a final deliverable along with the 2D AutoCAD Civil 3D model.

#### **Test Hole and Invert Data**

T2ue will provide a Data Sheet for each test hole and invert completed. This form will include depth to top of utility from existing grade, material of and size of utility and surveyed coordinates. The completed test hole locations will be presented on the Utility Model and Plans.

#### **Client to Provide:**

- Topo Survey in electronic CAD file
- Survey Control
- Access to private property, if needed.
- Any prior collected utility data or records

### **Limitations**

T2ue does not guarantee that all documented or undocumented existing utilities will be designated by geophysical locating or with test holes. Services provided by T2ue do not relieve the construction excavator from notifying the appropriate entities including, but not limited to, Dig Alert.

### **Guarantees**

T2ue guarantees the workmanship restoration of a test hole (pothole) for a period of up to two (2) years after the date of completion of each test hole. If the test hole fails during that period due to workmanship, T2ue will repair the damage at no cost to the client.

RFP No. 2416

**EXHIBIT D**

**Pothole Location Exhibit**





POTHOLE EXHIBIT - 3RD ST (1 OF 5)

- DENOTES APPROXIMATE WET UTILITY LOCATION
- DENOTES APPROXIMATE DRY UTILITY LOCATION





POTHOLE EXHIBIT - 3RD ST (3 OF 5)

- DENOTES APPROXIMATE WET UTILITY LOCATION
- DENOTES APPROXIMATE DRY UTILITY LOCATION





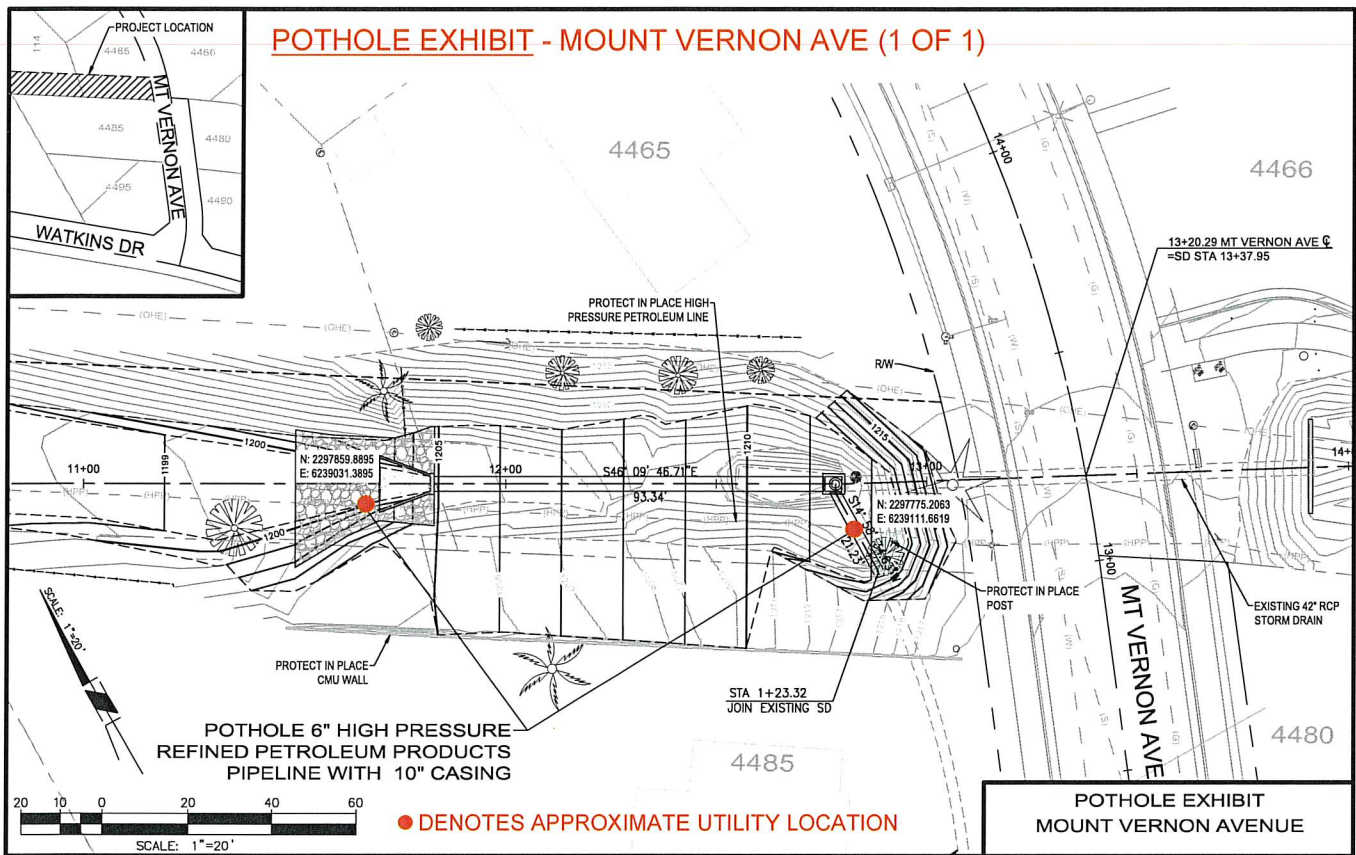
- DENOTES APPROXIMATE WET UTILITY LOCATION  
● DENOTES APPROXIMATE DRY UTILITY LOCATION



POTHOLE EXHIBIT - 3RD ST (5 OF 5)

- DENOTES APPROXIMATE WET UTILITY LOCATION
- DENOTES APPROXIMATE DRY UTILITY LOCATION

POTHOLE EXHIBIT - MOUNT VERNON AVE (1 OF 1)

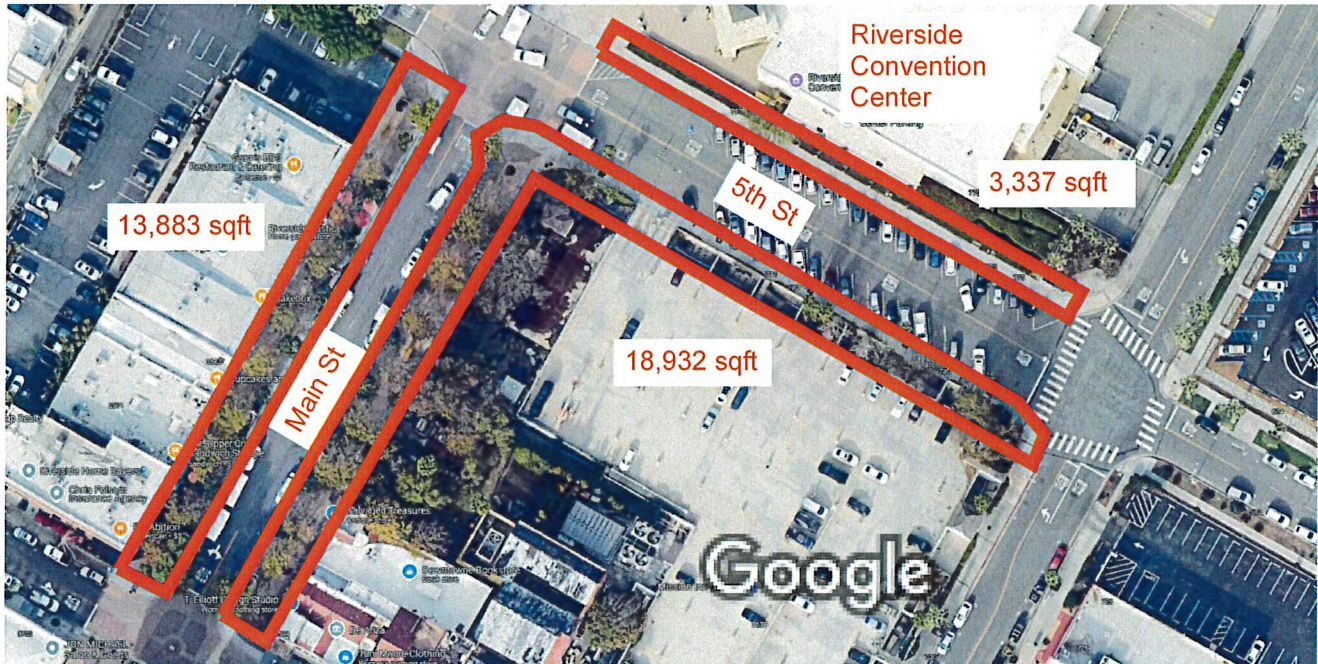


RFP No. 2416

**EXHIBIT E**

**GPR Location Exhibit**





Imagery ©2024 Airbus, Maxar Technologies, Map data  
©2024

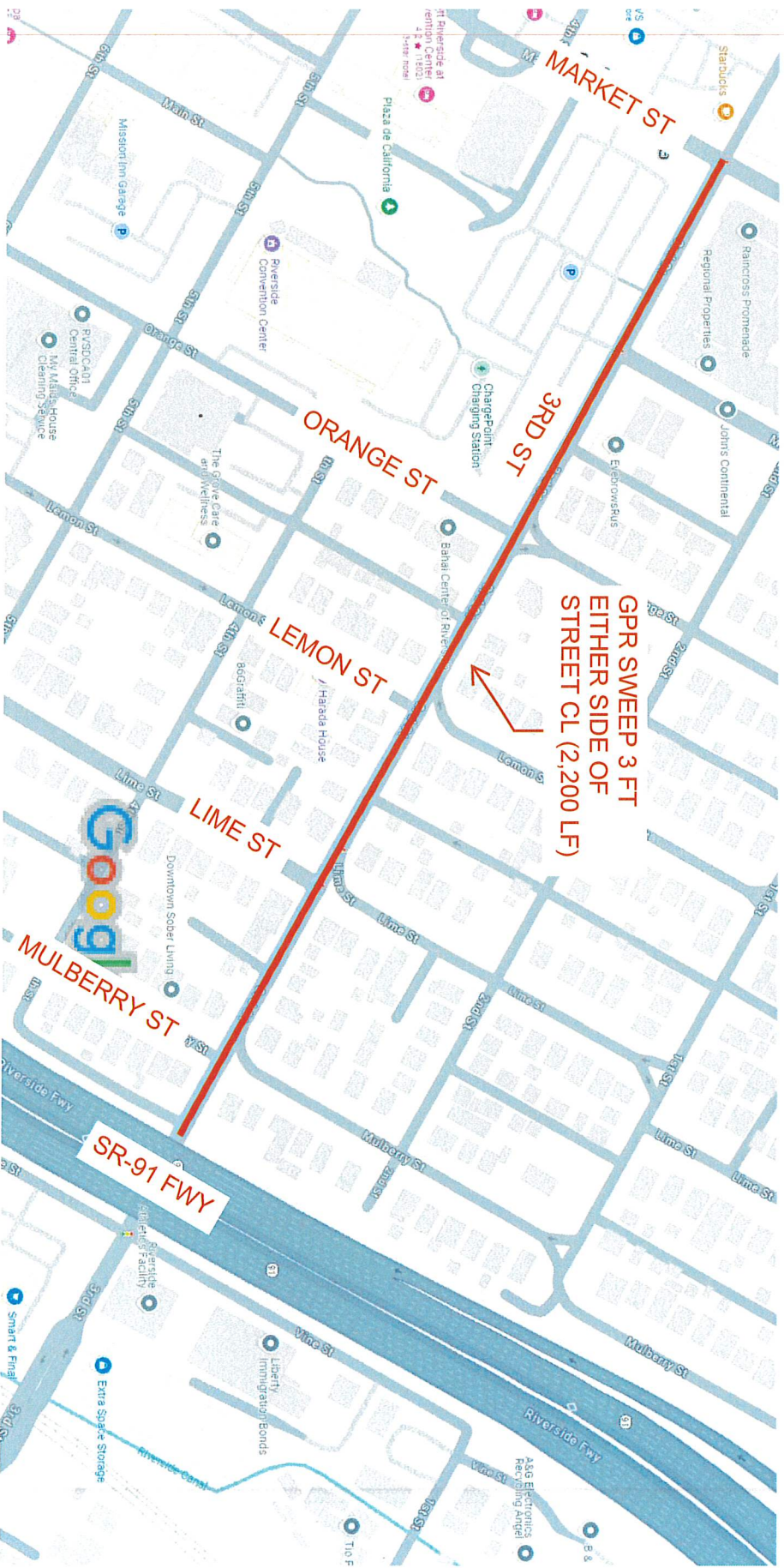
20 ft



DENOTES GROUND PENETRATING RADAR (GPR)  
SWEEP BOUNDARY (SIDEWALK AREAS ONLY)

APPROXIMATE TOTAL AREA: 36,152 SQFT



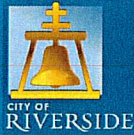


APPROXIMATE TOTAL AREA: 13,200 SQFT

Map data ©2024 Google

100 ft

**EXHIBIT "B"**  
**COMPENSATION**



Proposal for Professional Services for  
Citywide Utility Potholing Services, RFP No. 2416



## Pricing

City of Riverside  
Citywide Potholing Services (RFP No. 2416)  
Subsurface Utility Engineering - Utility Designating & Test Holes  
T2ue Proposal No.: 24CA305



November 21, 2024

PROJECT ESTIMATE - PREVAILING WAGE			
Administration / Project Management / Permitting			
Senior Project Manager	4 hours @	\$215.00 per hour	\$860.00
SUE Manager	12 hours @	\$145.00 per hour	\$1,740.00
Assistant Project Manager	10 hours @	\$125.00 per hour	\$1,250.00
CADD Supervisor	16 hours @	\$125.00 per hour	\$2,000.00
Administration (Prevailing Wage Compliance)	4 hours @	\$90.00 per hour	\$360.00
Fees for Utility Records from Owners*	1 each @	\$500.00 plus 10%	\$550.00
Encroachment Permit (No Fee)	1 each @	\$0.00 plus 10%	\$0.00
Subtotal			\$6,760.00
Mobilization			
Mobilization	0 each	\$0.00 per project	\$0.00
Subtotal			\$0.00
Traffic Control			
Traffic Control Plan Preparation - PE Stamped**	4 sheets @	\$900.00 per sheet	\$3,600.00
Maintenance of Traffic Control Devices	6 days @	\$1,500.00 per day	\$9,000.00
Subtotal			\$12,600.00
Utility Designating			
Utility Designating - Quality Levels D, C, B - (2-Man Crew)	49,500 each @	\$0.85 per sqft	\$42,075.00
Subtotal			\$42,075.00
Test Holes (Potholes)			
Vacuum Excavation - QLA Test Holes - (2-Man Crew)	29 each @	\$2,015.00 per hole	\$58,435.00
Subtotal			\$58,435.00
TOTAL			\$119,870.00

\* Estimated, subcontracted service invoiced at actual cost plus 10%

\*\* If required by Permit Conditions





**EXHIBIT "C"**

**KEY PERSONNEL**



#### d. Company Personnel

T2ue's key personnel are recognized leaders in managing the risks associated with above ground and subsurface utilities. Key staff are trained, certified and licensed professionals at the forefront of an evolving utility engineering industry and are shaping the way utility investigations are conducted nationwide. T2ue offers registered PEs and land surveyors with diverse perspective on SUE and survey services.

T2ue's key staff and crews will perform services from T2ue's office at 5622 Research Drive, Huntington Beach, CA 92649. T2ue's personnel have vast experience and expertise with providing quality SUE services and are ready to deliver utility potholing services tasks for the City.

T2ue's team includes PSOMAS to provide Survey and PaveCo for pavement rehabilitation. T2ue has worked with PSOMAS for 4 years on multiple projects and with PaveCo for over 10 years for pavement services. T2ue's proposed personnel includes:



Team Member	Project Role	With Firm	Professional Registration
Matt Tomanek	Contract Manager	19 years	Class A Contractor #1062038
Glen Robison, PE	Senior Project Manager	6 years	CA PE #C78222
Sauna Weinmann, PE	SUE Project Engineer	4 years	CA PE #84744
Ethen Cox	SUE Manager	11 years	
SUE Technicians	Utility Designating & Potholing	2 to 10 years	

#### Resumes of Key Personnel

Technical expertise, licenses, qualifications and relevant experience for proposed key personnel are described below. Our team includes professionals with experience directly related to the proposed services.

##### Glen Robison, PE

##### Senior Project Manager

###### Education:

BS, Civil Engineering

###### Registrations/ Certifications:

PE: CA RCE C78222

NASSCO P/L/MACP:

#U-0120-70308258

###### Years of Experience:

6 years with T2ue

Over 19 years

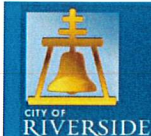


Glen is the main point of contact for the City and will lead overall management of the team and utility locating and professional engineering activities for this contract. He has over 19 years of civil engineering experience including due diligence, design and project management and in all aspects of utility investigations including research, mapping, field investigations, survey and design deliverable production. Glen specializes in SUE, land development, site design, water quality management plans, road widening and rehabilitation storm drain/drainage, water and sewer facilities, signing and striping, retaining walls and traffic handling for municipal agencies.

Glen's relevant experience includes:

- Los Angeles County Department of Public Works (LACDPW), As-Needed Exploratory Subsurface Excavation, Los Angeles, CA
- LACCD, District-wide Energy Efficiency/Utility Infrastructure
- OC San/Woodard & Curran, 2-49 Taft Branch Sewer, Orange, CA
- OC San/Arcadis, 5-67 Bayside Pump Station Replacement & Force Mains
- County of Fresno Department of Public Works and Planning, Utility Investigation and Test Holes at multiple locations
- San Diego Gas & Electric, Granite Hills, CA
- City of Laguna Beach, Circle Way, Storm Drain & Site Improvement
- City of Downey, Public Works, Nash Avenue Waterline Replacement





## Matt Tomanek

## Contract Manager

### Education:

MS and BS,  
Environmental Engineering

### Years of Experience:

19 years with T2ue  
19 years



Matt will direct activities to ensure budget, schedule and quality control (QC), allocate appropriate resources and regularly communicate project status. He has over 19 years of experience in project initiation and coordination, contract management, construction management, site assessments, subsurface utility investigations, water and vapor treatment system, distribution design and implementation, technical report preparation and review, permitting and permit compliance and remedial corrective actions.

Matt's relevant experience includes:

- LACDPW, As-Needed Exploratory Subsurface Excavation, Los Angeles, CA
- LACCD, District-wide Energy Efficiency/Utility Infrastructure Project, CA
- OCSD Newhope-Placentia Sewer Trunk Replacement SUE, Lee & Ro
- OCSD Rehabilitation of Western Regional Sewers, SUE, AECOM
- Pier G Subsurface Utility Engineering, Port of Long Beach
- Pier B On-Dock Rail Support Facility Program SUE, Port of Long Beach
- I-10 Widening Utility Investigation, Caltrans District 7
- City of Burbank Force Main Utility Investigation, Lee & Ro
- SMUD, Downtown Riverfront Streetcar Project, Sacramento, CA

## Shauna Weinmann, PE

## Project Engineer

### Education:

BS, Civil Engineering

### Registrations:

PE: CA 84744  
AZ 59804  
CO 0058871  
ID 19245  
TX 123027  
WA 21036004

### Years of Experience:

4 years with T2ue  
14 years



Shauna will support deliverable production and QA/QC efforts for this contract. She is a California registered PE with over 14 years of experience designing and managing a variety of utility engineering projects in California, Texas, Colorado, Utah and Arizona. Shauna specializes in SUE, utility coordination and utility relocation for public improvements including gas distribution, domestic water and fiber conduit. She has vast project experience with the ASCE 38 Standard (Quality Levels D, C, B and A) for various municipalities. Shauna collaborates with stakeholders to achieve business objectives and streamline engineering processes, enhancing productivity and implementing advanced technology solutions.

Shauna's recent relevant experience in the West includes MSA On-Calls for SUE and Utility Investigation Services for the TAMU System and LCRA in Central TX, and projects including TxDOT US 290 Segment improvements in Houston, Centerpoint Energy Grant Road Improvements in Houston, Academy Boulevard North Phase II (AECOM) in Colorado Springs, Colorado and the UDOT Bangerter Highway and 12600 South in Utah.

Shauna assists various municipalities, towns and cities with locating utilities with accuracy and has provided professional opinions on utility upgrades and system considerations for their improvements.

## PERFORMANCE BOND

Bond No. 022239641

RFP No. 2416

Premium: \$1,199.00

### KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on \_\_\_\_\_, 2025, the CITY OF RIVERSIDE ("CITY") awarded to T2 UES, INC., a Delaware corporation authorized to do business in California, 5622 Research Drive, Unit A, Huntington Beach, CA 92649; State Contractor's License No. 1062038 ("PRINCIPAL") a contract for performance of the work described as Citywide Utility Potholing Services (RFP No. 2416) ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond ("BOND") to guarantee PRINCIPAL's faithful performance of all provisions of the CONTRACT; and

WHEREAS, Liberty Mutual Insurance Company ("SURETY"), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of **One Hundred Nineteen Thousand Eight Hundred Seventy Dollars (\$119,870.00)**, for which payment well and truly to be made to CITY or CITY's successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL's part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY's officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

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IN WITNESS WHEREOF, we sign and seal this BOND on January 22, 2025.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

Telephone No. 617-357-9500

T2 UES, INC., a Delaware corporation authorized to do business in California

By: *Dennis Mitchell* (Seal)

Dennis Mitchell, Treasurer

Typed Name and Title

Liberty Mutual Insurance Company

Surety *Lisa A. Ward* (Seal)

Attorney-In-Fact

Lisa A. Ward, Attorney-In-Fact

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.



APPROVED AS TO FORM

BY: *Tamara A. Tamm*  
Deputy City Attorney

## PAYMENT BOND

Bond No. 022239641

RFP No. 2416

Premium: \$1,199.00

### KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on \_\_\_\_\_, 2025, the CITY OF RIVERSIDE ("CITY") awarded to T2 UES, INC., a Delaware corporation authorized to do business in California, 5622 Research Drive, Unit A, Huntington Beach, CA 92649; State Contractor's License No. 1062038 ("PRINCIPAL") a contract for performance of the work described as Citywide Utility Potholing Services (RFP No. 2416) ("CONTRACT"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Payment Bond ("BOND") to secure payment of the claims of persons described in California Civil Code section 9554(b); and

WHEREAS, Liberty Mutual Insurance Company ("SURETY"), a corporation legally authorized to execute and furnish payment bonds as sole surety in the State of California, is willing to act as PRINCIPAL's SURETY in the giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hold and firmly bind ourselves unto CITY and all persons and entities described in California Civil Code section 3248(b) whose claims are not paid by PRINCIPAL in the total sum of **One Hundred Nineteen Thousand Eight Hundred Seventy Dollars (\$119,870.00)**, for which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL's successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 9100, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL's subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney's fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 9554(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code (commencing at Section 9550) and all amendments thereto, which provisions are incorporated herein by this reference.

///

IN WITNESS WHEREOF, we sign and seal this BOND on January 22, 2025.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

Telephone No. 617-357-9500

T2 UES, INC., a Delaware corporation  
authorized to do business in California

By: [Signature] (Seal)

Dennis Mitchell, Treasurer

Typed Name and Title

Liberty Mutual Insurance Company

Surety

[Signature] (Seal)

Attorney-In-Fact

Lisa A. Ward, Attorney-In-Fact

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.



APPROVED AS TO FORM

BY: [Signature]

Deputy City Attorney





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8211228-022011

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Vanessa Dominguez, Amanda George, Michael J. Herrod, Terri L. Morrison, Andrea M. Penaloza, Gina A. Rodriguez, Lupe Tyler, Lisa A. Ward, Donna L. Williams, Misty Wright

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of January, 2024.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 18th day of January, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



CERTIFICATE OF ACKNOWLEDGMENT OF PRINCIPAL

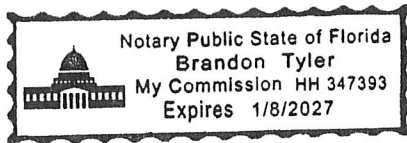
State of Florida

County of Hillsborough

Before me, the undersigned authority, on this day personally appeared Dennis Mitchell known to me to be the person whose name is subscribed to the foregoing instrument as Treasurer of T2 UES, Inc., and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 31 day of January, 2025.

SEAL



[Signature]  
Notary Public in and for  
The State of TEXAS

My Commission expires: 1/8/27

## CERTIFICATE OF ACKNOWLEDGMENT OF CORPORATE SURETY

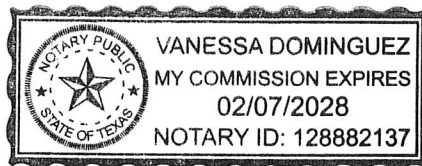
State of Texas §

County of Harris §

Before me, the undersigned authority, on this day personally appeared Lisa A. Ward known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Liberty Mutual Insurance Company and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 22<sup>nd</sup> day of January 2025

SEAL



Vanessa Dominguez  
Notary Public in and for  
The State of TEXAS

Vanessa Dominguez  
My Commission expires: 02/07/2028