

## SERVICES AGREEMENT

**AZTEC ENGINEERING CALIFORNIA, INC.**

### **[Utility Potholing Services for the: Van Buren Boulevard Sewer Installation Project]**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **AZTEC ENGINEERING CALIFORNIA, INC.,** a California corporation ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of **Utility Potholing Services for the: Van Buren Boulevard Sewer Installation Project** ("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 as of the date first written above ("Effective Date") through December 31, 2022 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 exceed: **One Hundred Forty-Seven Thousand Eight Hundred Ten Dollars (\$147,810)**, 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.** 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, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or 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. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/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

City of Riverside  
Public Works Department  
Attn: Public Works Director  
3900 Main Street, 4<sup>th</sup> Floor  
Riverside, CA 92522

To Contractor

Aztec Engineering California, Inc.  
2151 Michelson Drive, Suite 100  
Irvine, CA 92612

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.

[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

By: \_\_\_\_\_  
City Manager

Attest: \_\_\_\_\_  
City Clerk

Certified as to Availability of Funds

By: \_\_\_\_\_  
Chief Financial Officer

Approved as to Form:

By: \_\_\_\_\_  
Ruthann Salera  
Deputy City Attorney

AZTEC ENGINEERING CALIFORNIA,  
INC., a California Corporation

By: \_\_\_\_\_  
RAFAEL VALERO  
[Printed Name]

PRESIDENT  
[Title]

By: \_\_\_\_\_  
Scott McKenzie  
[Printed Name]  
officer - Secretary  
[Title]



**EXHIBIT "A"**

**SCOPE OF SERVICES**

# Scope of WORK



## SCOPE OF WORK

AZTEC has a complete understanding of the requirements to perform SUE services that adhere to the ASCE 38-02 Quality Level standards. Your Van Buren Boulevard Sewer Installation project area is shown on Figure 1. These services are required in the planning, design, pre-construction, and construction phases of infrastructure projects. For this project, AZTEC will provide the City Public Works Department the following SUE services:

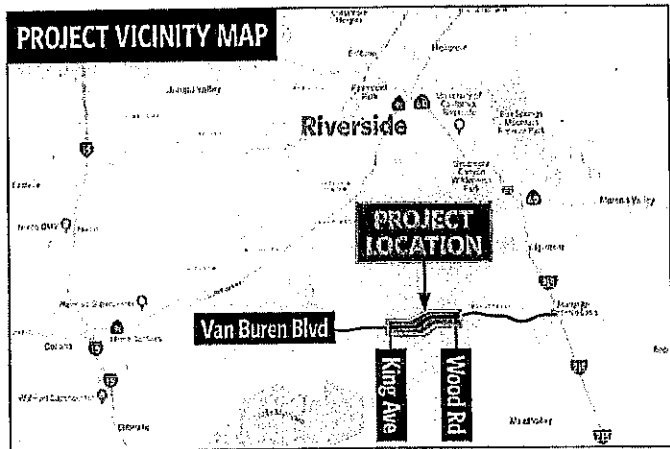
- ✓ Subsurface utility locating using various geophysical tools and techniques to provide utility locations as accurately as possible (ASCE 38-02 Quality B).
- ✓ Vacuum excavation services to verify horizontal and measure vertical position of those utility lines determined to be in potential conflict with the project design. Information recorded will include the pothole location number, Owner and Type of the facility, Material, Size, Depth to top and bottom of pipe or structure.
- ✓ Encased utilities located will be documented to include the width, top and bottom depths of the encasement.
- ✓ Coordinate with the City to obtain the "No Fee" Operating and Encroachment permits.
- ✓ Prepare and submit traffic control plans using a California Registered Civil Engineer or California Registered Traffic Engineer for approval by the City of Riverside and the County of Riverside Transportation Departments.
- ✓ Pothole locations will be identified in the field indicating the pothole number and facility found, along with depth and size. AZTEC will notify the City when all locations are clearly identified to coordinate the field survey at each location.

Upon completion of these services, AZTEC will provide a Draft Pothole Summary Report summarizing the results and submit that to the City for review and make the appropriate revisions for the Final Pothole Summary Report.

AZTEC approaches SUE projects in a systematic manner to ensure completion of the work on time, to the highest quality standards and within allotted budgets. The steps are:

1. Review the City's final pothole plan and get any scope clarifications required to completely understand the needs.
2. Provide the final potholing plans to Road Safe to facilitate the creation of traffic control plans per the City's requirements

Figure 1 - Project Vicinity Map



and the latest MUCTD standards. We will then submit those plans to the County of Riverside Transportation Department for approval. Given the City's dense population and high volume of traffic, we anticipate that some utility potholing might be required to be performed at night to minimize traffic congestion. These scenarios will be presented to the City during the permit application process to avoid delays to the project schedule.

3. Properly delineate the work area for all pothole locations as required by law. Call 811 Dig Alert tickets for each pothole or work area location 72 hours prior to commencement of work. AZTEC will communicate and coordinate with utility owners should any have standby requirements at the time of potholing.
4. Once permit is issued, and inspections scheduled, coordinate with Road Safe to schedule and perform excavation of test holes after verifying utility locations along with locations that may require radio detection or ground penetrating radar locating. Upon completing the required verification of the underground utility locations, AZTEC will core the asphalt with a circular hole through the asphalt pavement using drilling/coring equipment and remove of the intact asphalt pavement core.

The vertical alignment of the coring operation shall be perpendicular to the horizon and cutting will be extended the full depth of the existing pavement section. These pavement cores will not be greater than 12 inches in diameter and will not contain a joint or any pavement cracks greater than 1/8-inch wide.



A temporary mark (paint or chalk) will be placed on the pavement core and adjacent pavement prior to cutting to ensure that the pavement core when replaced will have the same orientation as found in the original pavement. Soil shall be removed by the minimally invasive air/vacuum extraction methods to expose existing utilities. The core will be replaced after step 5 and installing a one sack slurry backfill with a 1½-inch to 2-inch thick leveling course of compacted crushed gravel. The core will be secured with "Utilibond", which is a fast-setting, high-strength waterproof bonding agent to permanently restore the cored pavement.

5. Collect all data. This includes, but is not limited to, a photograph of the exposed utility, size, type and material of infrastructure found. Information concerning pavement thicknesses will also be noted.
6. Restore the work area as required under the permit and mark the location with a permanent marker such as a PK nail.
7. From the data collected, a report will be generated containing all the information. This report is then run through a complete QA/QC process to ensure the accuracy of the final deliverable report. An example of Test Hole Data Report is shown in Figure 2.


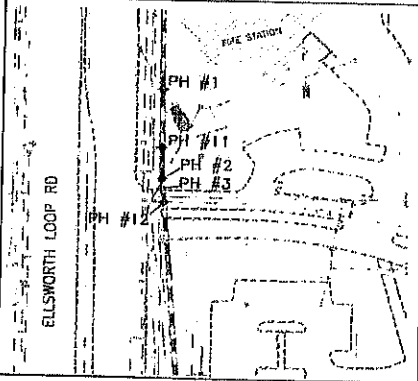

## PROPOSED APPROACH

**A. Designating:** AZTEC will designate all known utilities in the area required by the designer to the ASCE 38-02 Quality Level B where possible. This will be accomplished using various electronic locating equipment and any available plans provided by the facility owners if available. These utilities will be marked using the color coding for the national 811 One Call system standards and further marked to indicate that these marks are for design purposes only with a pink dot at either end of each mark and a white slash in the center to ensure that the marks are not confused with an 811 response.

**B. Potholing:** Our team will pothole all facilities determined by the design team to be in potential conflict with the project design. This excavation will be performed using a non-destructive method consisting of high-pressure air or water and vacuum extraction of spoils. Each hole will be restored using the appropriate standard materials and techniques as required by the permit grantee for the project.

**C. Reporting:** The information gathered will be provided in the form of individual test hole reports accompanied by a summary of the data for the entire project. Each report will include an area map of the location of the holes, the size, type, and ownership of the facility and the holes coordinates and elevation at the surface, top and bottom of the facility.

Figure 2 - Sample Test Hole Data Report

TEST HOLE DATA REPORT															
Test Hole #	1	SMS Crew	A. Peltz-Gallo												
Date Dig	5/21/2020	Truck #	93												
Project #	AZBUE1916	City	Queen Creek												
Phase #		County	Maricopa												
Location	Ellsworth Loop Rd south of Mesa DR														
<div style="text-align: center;">  <p>4541 E. McDowell Rd., Phoenix, AZ 85006 Tel: (602) 454-0402 Fax: (602) 454-0403</p> </div>															
LOCATION PLAN - NOT TO SCALE															
															
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>SITE BENCHMARK</p> <p>B/M = GDACS BENCHMARK ON ELLSWORTH RD. NORTH OF SIERRA PARK BLVD</p> <p>Elev. = 1403.56</p> </div> <div style="width: 45%;"> <p>CROSS SECTION - NOT TO SCALE</p> <p>PACING Northwest</p> <table border="1"> <tr> <td>SURFACE ELEVATION</td> <td>1397.145</td> <td>PAVTHICK. 18"</td> <td>TOP DEPTH 1.80</td> </tr> <tr> <td>TOP ELEVATION</td> <td>1395.35</td> <td></td> <td></td> </tr> <tr> <td>BOTTOM ELEVATION</td> <td>1393.66</td> <td></td> <td>BOTTOM 3.28</td> </tr> </table> </div> </div>				SURFACE ELEVATION	1397.145	PAVTHICK. 18"	TOP DEPTH 1.80	TOP ELEVATION	1395.35			BOTTOM ELEVATION	1393.66		BOTTOM 3.28
SURFACE ELEVATION	1397.145	PAVTHICK. 18"	TOP DEPTH 1.80												
TOP ELEVATION	1395.35														
BOTTOM ELEVATION	1393.66		BOTTOM 3.28												
<p>RIBBON COLOR Green</p> <p>COORDINATES: NAD83 810798.73 EASTING 725451.62</p> <p>STATIONING: STATION OFFSET</p> <p>PAVING THICKNESS None PAVING TYPE None SOIL CONDITION Dist</p> <p>SIZE 18" TYPE Curved PE FACILITY OWNER Queen Creek Storm Drain</p> <p>COMMENTS:</p>															
<p>PREPARED BY: A. Metier</p> <p>CHECKED BY: R. Cameron</p>															

# Project SCHEDULE



## PROJECT SCHEDULE UTILITY POTHOLING

### (ASCE 38-02 QUALITY LEVEL A)

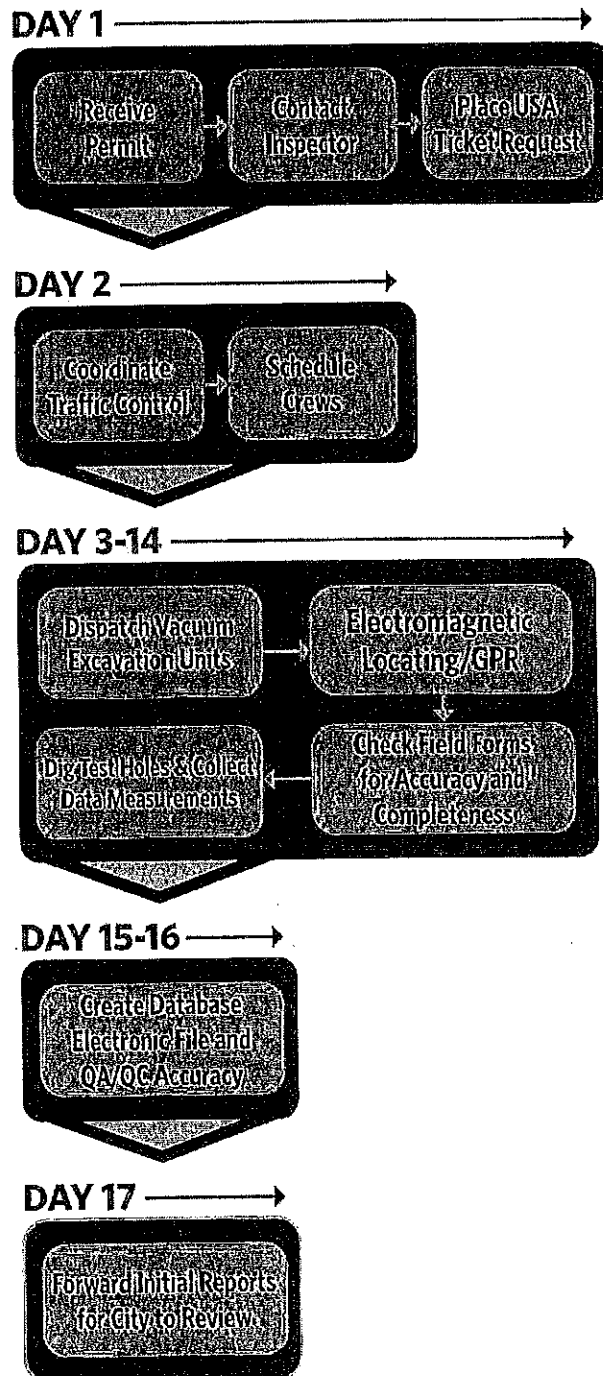
Compressed schedules are always a challenge. AZTEC has a long and particularly good track record of meeting tough deadlines and the challenges each task order may present. The key to success is a systematic approach and prompt action.

AZTEC's SUE team members will begin the field work for this project upon receiving the notice to proceed. Beginning with applications to the Riverside County Public Works Department for a Street Operating Permit and to Riverside County Transportation for an Encroachment Permit. White Lining, or laying out the pothole locations, and requesting a USA Dig Alert ticket. AZTEC will provide the locations of the proposed potholes to Road Safe Traffic Systems to have the appropriate traffic control plans prepared.

Once the permits have been issued and the traffic control plans approved there will be a field meeting with the inspector(s) and work will begin. With crews having first had a site-specific safety meeting and the traffic control devices placed excavation will begin. We anticipate 10 to 15 days of actual excavation time while we designate utilities, uncover each facility and collect measurement, photos and mark locations for the surveyors. During this work each of the field forms will be reviewed for completeness and accuracy.

Once AZTEC is out of the field the data will be placed in an Excel Data Book which then itself be run through our QA/QC process to ensure that all information collected and verified in the field will be accurately reported. After which the final report will be delivered to the client. The expected elapsed time from NTP to Delivery is 17-20 working days. This schedule is illustrated in Figure 6: Typical Potholing Assignment Flow Chart below.

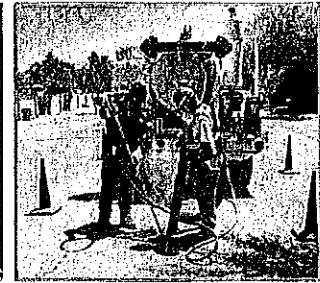
Figure 6 - Typical Potholing Assignment Flow Chart



**EXHIBIT "B"**

**COMPENSATION**

# Cost PROPOSAL



## Cost Schedule

Contractor: AZTEC Engineering Group, Inc.

Date: 9/3/2020

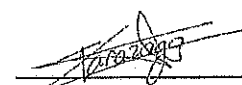
No.	Contract Bid Items	Quantity	Unit	Unit Price	Amount
<b><u>Incidentals</u></b>					
1	Administration/Project Management (total cost of all administrative and project management services including project coordination, meetings, permitting, report preparation, etc.)	1	LS	\$3,600.00	\$3,600.00
2	Mobilization (total cost of mobilization for the duration of services)	1	LS	\$2,000.00	\$2,000.00
<b><u>Schedule A: Daytime Work</u></b>					
3	Traffic Control - (total cost of traffic control for the duration of services, including Traffic Control Plan preparation, obtain approval, and implementation for the project duration)	1	LS	\$61,230.00	\$61,230.00
4	Pothole - Depth from 0 ft to 7 ft for W6, W7, W11, W12, W17, W22 to W26, W32, W37, W38, W42, W47 to W52, W54, D1 to D33, G1 to G13, T1 to T7 (including cost of potholing and backfilling per City Std 454)	74	EA	\$745.00	\$55,130.00
5	Trench* - Depth from 0 ft to 7 ft - Length from 0 ft to 10 ft (if necessary for encased pipes, including cost of trench repair per City Std 453 and backfilling per City Std 454)	10	EA	\$1,595.00	\$15,950.00
6	Utility Locating - Electromagnetic Locator/GPR - Locations: W1 to W5, W8 to W10, W13 to W16, W18 to W21, W27 to W31, W33 to W36, W39 to W41, W43 to W46, W53 (Ground Penetrating Radar)	33	EA	\$300.00	\$9,900.00

\* For trench locations, encasements are not currently known. Quantity and locations may vary.

**TOTAL BASIC CONSTRUCTION ITEMS: \$147,810**

AZTEC Engineering Group, Inc.

Bidder

  
Authorized Signature/Title

Project Principal | Vice President



**EXHIBIT "C"**

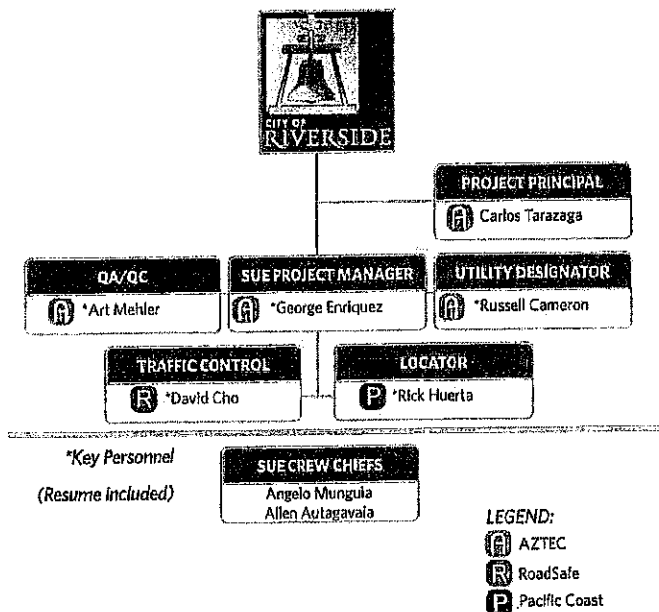
**KEY PERSONNEL**

# Company PERSONNEL



AZTEC has assembled an outstanding team of professionals to perform the SUE services for this contract (see Figure 4: AZTEC Team Organization Chart). AZTEC's Project Manager, George Enriquez, and key personnel are committed to leading this contract and developing effective and cost-conscious solutions to each assigned task.

**Figure 4 - AZTEC Team Organization Chart**



AZTEC has assembled a team of well qualified professionals. Below, we have highlighted their experience. We've included their registration and contact information in Figure 5 on the following page.



## **George Enriquez | SUE Project Manager**

George has over 14 years of experience in the SUE field. He is AZTEC's SUE Project Manager for our California operations. His expertise is in utility locating, supervision, and quality control of projects. This includes data collection from utility owners, project planning and support for survey and CAD departments. As Project Manager, his responsibilities include coordination with clients, scheduling and distributing work orders. George is based out of our Irvine office and is ready to respond to the City for this contract. George is well known for his very involved approach, and routinely serves many roles on contracts, such as Task Manager for both Potholing and Utility Designating.

His recent relevant experience includes managing two on-call potholing contracts for Caltrans and an on-call with the EMWD. Additional project related experience include SR-91 HOV Widening, I-215/Van Buren Interchange, SR-91 HOV Widening, Perris Valley Line, I-215 Central Widening, I-215, Bi-County, I-15 Express Lanes DB and the Metro Gold Line projects.



## **Art Mehler | QA/QC**

Art supervises the operations of the AZTEC SUE Division, including supervision, staffing, scheduling, project planning, and coordination. During his 35-year career, Art has completed a variety of projects throughout the Southwest region.

His recent relevant experience includes managing and overseeing several SUE on-call contracts including Caltrans District 7; Riverside County Flood Control; Eastern Municipal Water District; Arizona Department of Transportation (ADOT); the City of Phoenix, Arizona; Valley Metro Rail Transit and Maricopa County Department of Transportation (Arizona). Art's role for this project to provide support for the team and perform QA/QC reviews.



## **Russell Cameron | Utility Designator**

Russell is a top performing construction and project management professional with more than 16 years of experience combining utility designating, operational management, business development, and customer service expertise to maintain cost control levels while providing exceptional service in competitive domestic and international business markets. He has a reputation of effectively collaborating with other team members to manage design goals and initiatives. Russell's role for this project will be to both provide utility designating to verify the horizontal position of utilities for potholing.



## SUBCONSULTANTS

While AZTEC will perform the majority of this contract and serve as the prime consultant, we have chosen Road Safe and Pacific Coast locators to assist us on our work with the City. Both firms have had experience working with us on previous projects.



**Road Safe Traffic System** has been chosen as a traffic control for this project. For more than 15 years, they have provided traffic management and plans for various clients and agencies.



**Pacific Coast Locators** will be providing Ground Penetrating Radar (GPR), Electro Magnetic (EM), and Radio Detection (RD) based utility designating. They have been providing ASCE 38-02 Quality B services for many private clients and public agencies for more than 15 years.



### David Cho | Traffic Control

David has over 20 years of experience in traffic engineering. He has designed various traffic control plans for a wide range of clients. His role at Road Safe is to oversee all traffic control plan designs. His expertise in tasks across southern California will provide the expertise needed in

completing this project.



### Rick Huerta | Locator

Rick has over 15 years of experience in the field. He is a certified Underground Utility Locator. With his experience, he's able to complete tasks in a timely manner. He's a local resident of Riverside, CA which will provide insight with the project area. He's also a certified HAZWOPER as

well as experienced in Twix, Passport Petroleum Safety and API WorkSafe.

Figure 5 - AZTEC Team Registration and Contact Information

Name	Project Role	Professional Registration	Contact Number
Carlos Tarazaga	Project Principal	PE: TX#136631	949.266.4547
Art Mehler	QA/QC	N/A	602.316.3290
George Enriquez	SUE Task Manager	N/A	714.862.9286
Russell Cameron	Utility Designating Lead	N/A	228.363.4018
David Cho	Traffic Control	N/A	951.734.9535
Rick Huerta	Locator	N/A	909.657.9075