SERVICES AGREEMENT

KANA SUBSURFACE ENGINEERING

LOCATING SUBSURFACE FACILITIES FOR CITY OF RIVERSIDE UNDERGROUND UTILITIES, BID NO. RPU-7932

On this _____ day of _____, 2022, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and **KANA SUBSURFACE ENGINEERING, 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 **Locating Subsurface Facilities for City of Riverside Underground Utilities, Bid No. RPU-7932** ("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 for the term beginning on October 4, 2022 and shall be in effect for three (3) years until October 4, 2025, unless otherwise terminated pursuant to the provisions herein. At the option of the City, this Agreement may be extended for two (2) additional one-year terms not to exceed five (5) years, based on acceptable performance by the Contractor, acceptable fees, and subject to the same terms and conditions of this Agreement.

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 Million Twenty-One Thousand Seven Hundred Dollars ($1,021,700.00) annually**, 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, 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	To Contractor
Public Utilities **City of Riverside** **Attn: General Manager** **3900 Main Street** **Riverside, CA 92522**	**Kana Subsurface Engineering** **Attn: Erick Castro** **12620 Magnolia Ave.** **Riverside, CA 92503**

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: _____
for Chief Financial Officer

Approved as to Form:

By: _____
Ruthann M. Salera
Deputy City Attorney

KANA SUBSURFACE ENGINEERING, a California corporation

By: _____

Ericka Castro
[Printed Name]

President
[Title]

By: _____

Daniel Locke
[Printed Name]

Secretary
[Title]

CA# 22-1423 RMS 8/19/2022
\\Rc-citylaw\cycom\WPDOCS\D019\P035\00672516.DOCX

EXHIBIT "A"

SCOPE OF SERVICES

APPENDIX B

Scope of Services

The City of Riverside ("City") is seeking a qualified entity or individual ("Company") to locate underground electric, water and sewer utilities. The work involves responding to all excavation notices received from the Dig Alert for excavations within the geographic areas described in Appendix D and marking facilities for Electric Utility, Water Utility, Sewer Force Main, and an option for Traffic Signals. In addition, to responding to Underground Service Alert (DigAlert) tickets the company would need to provide emergency/priority services in a consistent and timely matter.

AREAS OF SERVICE

The geographic areas to locate subsurface facilities for the City of Riverside are depicted on the three maps Appendix D attached hereto.

DEFINITIONS

Identified but Un-locatable Facility. An underground facility whose presence is known but which cannot be field marked with Reasonable Accuracy.

Legal Excavation on a Valid Ticket. Any excavation that is performed in concert with a transmission from the One Dig Alert Call Center, as long as such excavation is: (1) in full conformance with an applicable laws and regulations; (2) entirely within the work area described on the transmission and within pre-marks completed by the excavator prior to the locate; (3) the work that is described on the Ticket; (4) undertaken by the person who, or organization that, called the Ticket into the One Dig Alert Call Center; (5) characterized by hand digging only within the Reasonable Accuracy interval; (6) initiated prior to conclusion of the time interval prescribed by law for the locate to be undertaken; (7) initiated only if contractor has clearly marked any existing facilities or otherwise communicated with the excavator; and (8) undertaken prior to the expiration of the original Ticket--or a continuation ticket--as prescribed by law.

Locatable Underground Facility. An underground facility that can be field marked with reasonable, accuracy by using devices designed to respond to the presence of the City of Riverside's facilities, together with a visual examination of the work site and with records of sufficient accuracy.

Locate Categories:

Emergency Locate Request. A request to locate Underground Facilities when a condition exists that threatens life or property by virtue of escaping substances, public exposure, or interrupted vital services. Contractor will arrive at the excavation site as soon as possible or at the time designated and locate the City of Riverside's facilities as required. During normal business hours, contractor will utilize all reasonable efforts to arrive within one hour.

Locate Request. A request to locate Underground Facilities in a time interval as provided by California Government Code section 4216 et seq. Contractor will respond to the request and complete the locate prior to the excavation start time and date indicated on all Tickets or make other arrangements with the excavator.

Priority Locate Request. A request to locate Underground Facilities where the excavation start time and date is more than four hours but less than two full business days from the time the One Dig Alert Call Center receives the notice of intent to excavate. Contractor will utilize all reasonable efforts to complete the locate prior to the excavation start time and date indicated.

Short Notice Locate Request. A request to locate Underground Facilities within four hours, but for which an emergency does not exist. Contractor will utilize all reasonable efforts to complete the locate prior to the excavation start time and date indicated.

One Dig Alert Call Center. A centralized call-in and utility locating coordination center through which subscribing contractor members may receive notification of proposed excavations.

Reasonable Accuracy. Locating within twenty-four inches of the outside dimensions of both sides of an underground facility.

Repair Costs. Actual costs incurred by or on behalf of the City of Riverside to repair damage to Underground Facilities resulting from contractor At-Fault Damages, and specifically excluding any Third-Party Claims. Repair Costs will include labor, equipment and material, whether Contractor's or the City of Riverside's, necessary to repair the underground facility. Replaced materials will be charged at their depreciated value. The City of Riverside will not change its method of calculating Repair Costs or the value of the cost factors, except after giving contractor thirty days advance written notice of such change.

Site Surveillance (also known as standby protection, watchdog, or bore watcher). To watch over and protect the City of Riverside Underground Facilities during unusual or extensive excavation (e.g., boring, road widening projects, sewer installation projects, etc.) and to provide such continuous on-site locating services as may be dictated by the nature and scope of the excavation.

Third Party Claims. Any claims for losses, damages, bodily injury, costs, or expenses made by a person or entity not a party to this Agreement arising frame damage to an Underground Facility including, but not limited to, claims as a result of: (1) injury to or death of any person; (2) damage to or loss or destruction of any property; or (3) interruption of service.

Ticket. A transmission received from the appropriate Dig Alert Dig Alert Call Center.
Contractor At-Fault Damages. Damage to an Underground Facility caused by an excavator performing a Legal Excavation on a Valid Ticket that occurs with respect to a Locatable Underground Facility and that resulted solely and directly from contractor error.

Unidentifiable Facility. Any Underground Facility that is not apparent on the facility record and/or by a visual examination at the work site.

Underground Facility. Any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substances, including without limitation, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.

THE CITY OF RIVERSIDE RIGHTS AND RESPONSIBILITIES

The City of Riverside will provide contractor with sufficient quantities of accurate and complete maps and as-builts or other records of its Underground Facilities and provide timely updates at no cost to contractor. Such maps will normally be supplied digitally in pdf format and replaced annually, or more frequently if needed, due to any changes. Hardcopy maps will be made available as needed for nonstandard situations.

The City of Riverside may make available to contractor required specifications for the execution of work activities as described in this Agreement.

MAPS/GIS

Currently the City of Riverside will provide PDF Maps. The City will be transitioning to GIS in the next two years. To comply with the SB865 by 2023, all vendors will be required to have GIS access capabilities by 2023 and must read the City of Riverside's Technology Use and Security Policy, sign the Vendor Acknowledgement Form, and include the intent of using GIS when submitting proposal. In addition, please submit how many users would need access to the system, the nature of their access, which type of devices they would use and the nature of how they will connect to the system. (Please see attachment Appendix H)

CONTRACTOR RIGHTS AND RESPONSIBILITIES

Contractor will need to register with the California Department of Industrial Relations at https://www.dir.ca.gov/public-works/contractor-registration.html

Contractors must meet the qualifications:

- Have workers' compensation coverage for any employees and only use subcontractors who are registered public works contractors.

- Have Contractors State License Board license if applicable to trade.

- Not have any delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.

- Not be under federal or state debarment.

- Not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.

Contractor will have data receiving equipment that is compatible with and in compliance with the requirements of the One Dig Alert Call Center. Contractor will respond to all excavation notices received by contractor from the One Dig Alert Call Center for excavations within the geographic areas described in Appendix D.

Contractor will use standard materials to mark the location of the City of Riverside's Underground Facilities. Contractor will mark the actual path of the facilities on concrete or asphalt surfaces with paint. Contractor may use offset markings as necessary to provide protection when the nature of the work requires or may require the removal of the marked surface, or otherwise impair, hide, or cover up the markings. Contractor may use chalk, flags, or stakes to mark landscaped areas (e.g., lawns, gardens, flower beds, decorative rock areas, etc.) or other places where paint ma)' cause harm or permanently damage the existing surface.

All underground water facilities identified in the City's GIS (Geographic Information System) and maps provided by the City shall be correctly marked. Water facilities include, all water conveyance system, recycled water, and underground power and data lines associated with water facilities. When marking water lines greater than twelve (12) inches in diameter the contractor will mark the outer most edges of the outside walls of the pipe using a single individual line to represent each edge. The edge marking lines will be parallel to the pipe alignment and shall be the best approximation to the outside edges of the pipe. Contractor shall also mark down the diameter of the pipe, in inches, between the two edge lines every twenty (20) feet for lines greater than twelve (12) inches in diameter."

Over the course of the next few years, the City of Riverside will be transition to GIS. The vendor access must, read the City of Riverside's Technology Use and Security Policy, sign the Vendor Acknowledgement Form, and include the intent of using GIS when submitting proposal. In addition, please submit how many users would need access to the system, the nature of their access, which type of devices they would use and the nature of how they will connect to the system. APPENDIX H.

The location of all markings will be consistent with the requirements and guidelines of the appropriate One Dig Alert Call Center. Contractor will endeavor to perform all locates within the response time requirements contained herein for each Locate Category or contact the excavator to make other arrangements. Because neither the City of Riverside nor contractor can control the volume of locate requests on any given day, contractor will perform the locate, even if after the response time requirements contained herein, as long as the excavator has not completed the

excavation and the excavator was properly notified by contractor in a timely manner prior to the excavation that the locate had not been performed.

For a City of Riverside unidentified or unlocatable facilities, to which the contractor is unable to gain access, the contractor will immediately notify the City of Riverside by phone or in person, providing all information regarding the unidentified or unlocatable facilities. Contractor will determine the course of action to be taken, after consultation with and the assistance of the City of Riverside. If the course of action is not successful in locating the facilities, contractor shall notify the excavator of the presence of Identified but Unlocatable Facilities and caution the excavator that any location information supplied may not be within the definition of Reasonable Accuracy. Contractor shall not be liable and shall be indemnified and held harmless by the City of Riverside in accordance with the INDEMNIFICATION section herein for any losses and/or damages to such facilities.

If water in a manhole or other underground structure impedes contractor's ability to perform a quality locate, contractor will notify the City of Riverside. The City of Riverside will pump the water or determine what other actions it will take in order to enable the Locate to be completed. The field locator wield document the completion of all locates to the contractor branch office, which will maintain a record of this information and provide it to the City of Riverside representatives upon request.

Contractor will maintain all the City of Riverside maps and the City of Riverside records as confidential information in accordance with the USE OF CONFIDENTIAL INFORMATION section herein. All maps and records will remain the property of the City of Riverside. Contractor will return all maps and records not replaced or otherwise disposed of to the City of Riverside upon termination of the work performed under this Agreement.

Contractor employees will wear appropriate uniforms clearly displaying the contractor's name and logo. An owned, leased, or hired vehicles used by contractor will have Contractor's name clearly marked.

Contractor will provide such office services, forms, and documents as may be required for proper administration of this Agreement.

Contractor will provide general training and instruction to its personnel as necessary, which will include but not be limited to use of facility locating equipment, reading of symbols and maps, general safety, One Dig Alert Call Center operations, Tickets, use of gas test kits, etc.

Contractor will provide specialized training and instruction to its personnel as necessary to comply with local requirements specific to certain geographic territories.

SAFETY

Contractor will operate in compliance with all material Federal, State, and other safety rules, laws, and regulations.

Contractor will comply with the appropriate "Construction Safety Orders", "Trench Construction Safety Orders", or "General Safety Orders", and any other applicable requirements specific to certain geographic territories.

Contractor personnel will not enter manholes or other endorsed spaces containing water or toxic or combustible gasses. If the City of Riverside's inspector is called and finds the presence of contamination, he/she will make appropriate arrangements for pumping at the City of Riverside's election and expense. The City of Riverside, at its own expense, will be solely responsible for proper disposal of any such contamination, together with making all reports, as required by law, ordinance, or regulation. Contractor shall not be responsible and shall be indemnified and held harmless by the City of Riverside in accordance with the INDEMNIFICATION section herein for any losses or damages incurred in connection therewith.

COMPENSATION

The compensation for all services to be paid by the City of Riverside to contractor is at those rates specified in Appendix F.

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs. Prevailing wages applies to all fees. Proposals shall include:

- Per Transmission* - Electric - Cost Per Unit
- Per Transmission* - Water Item- Cost Per Unit
- Per Transmission* - Sewer Force Main Item -Cost Per Unit
- Identify any discount(s) for locating multiple utilities at a location.
- Include Hourly Rates
- During Standard Hours (including stand- by, route patrol, investigations, testifying on the city's behalf, pumping water from underground structures at the City of Riverside's direction, etc.) $/Hr.
- After-Hours Call Outs $/Hr.
    - After Hours Call Out Rate: Rate applicable for locates performed when contractor responds outside standard hours and/or days as defined above.

Project work, large jobs (e.g., ongoing construction or large geographic areas), and work requiring lane or street closure shall be treated separately from normal locates. Contractor shall keep track of this project work and provide the City of Riverside a periodic listing of the projects underway. Billing methods for long jobs may be: one unit for every 400 linear feet or the appropriate hourly rate, whichever is appropriate.

A request to remark after the start of excavation will be considered an additional Locate Request. If contractor finds the City of Riverside's facilities at a work site covered by a transmission on which the City of Riverside's code is not included, or has been screened by the City of Riverside, contractor will locate and mark those facilities and bill the City of Riverside at the normal rate. Contractor will notify the City of Riverside so that the City of Riverside can ensure future transmissions for that site include its code.

The City of Riverside will pay contractor the total amount due in accordance with the terms of this Agreement within thirty days after receipt of invoice. Any payment not received within thirty days of such due date will be subject to a late payment charge of one percent per month. For certain jobs, progress payments may be agreed upon between contractor and the City of Riverside. The City of Riverside payment process is through an electronic transfer process.

Contractors or Suppliers must be set up for this payment process in order to be compensated for materials and/or services. Either party may initiate a revision of prices under this Agreement by giving written notice to the other at least ninety days prior to the proposed effective date thereof. Any revision in prices will be determined in good faith by mutual agreement of the parties. The party requesting the change will provide documentation to the other party substantiating that there has been a change in any of the following that would justify a price revision: (1) Contractor's costs associated with providing the services; (2) the laws or the legal requirements applicable to the services; (3) One Dig Alert Call Center policies and practices; or (4) the risks and liabilities associated with the services. Subject to the INDEMNIFICATION section herein, if the parties fail to mutually agree upon revised prices by the proposed effective date, either party may terminate this Agreement, without liability or obligation to the other party directly or indirectly related to such termination, except for completed work, with ninety days prior written notice after the effective date.

BILLING

Contractor will furnish to the City of Riverside a weekly billing covering work completed during the previous week, Emailed to:

Water Division:
Electric Division:
Sewer Division:

Contractor will attach to the billing a report containing a listing of Ticket number issued by the City of Riverside Operations personnel, of all of the locate requests responded to by contractor, sorted by locate category and date, include DIR number showing the total units being billed.

The City of Riverside may initiate a review or audit of any open invoice for services. Contractor will maintain complete and accurate records of all amounts billable to and payments made hereunder in accordance with generally accepted accounting principles.

Contractor win provide supporting documentation concerning any disputed invoice within 15 calendar days of a request. Both companies will utilize their best efforts to resolve any dispute within the billing cycle.

CERTIFIED PAYROLL

Contractors and subcontractors on most public works projects are required to submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system. For more information https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html

DAMAGE NOTIFICATION AND INVESTIGATION PROCEDURES

The City of Riverside Responsibilities. If the City of Riverside receives notice of a dig-in that has caused any type of damage or has been reported to have caused any type of damage, to the City of Riverside's Underground Facilities, the City of Riverside will notify contractor within four hours or, if the City of Riverside is notified outside of normal business hours, at the start of the next business day. The City of Riverside will report to contractor:

- Date and time actual dig-in occurred
- Date and time actual dig-in was reported
- Location of reported dig-in
- Any known circumstances surrounding the dig-in
- Name of firm and/or individual reporting damage

The City of Riverside's estimated time of arrival to begin damage investigation and meet with Contractor's quality assurance representative. Successful notification requires that the City of Riverside receive from contractor a confirmation number. This ensures that both parties have evidence of the notification, thereby avoiding misunderstandings.

Contractor Responsibilities. Contractor will provide reasonable assistance to the City of Riverside in the investigation of a damage caused by a dig-in. If contractor receives notice of a dig-in that has caused any type of damage, or has been reported to have caused any type of damage, to the City of Riverside's Underground Facilities from any party other than a representative of the City of Riverside, contractor will notify the City of Riverside within four hours or, if contractor is notified outside of normal business hours, at the start of the next business day. Contractor will report to the City of Riverside:

- Date and time dig-in is believed to have occurred
- Date and time actual dig-in was reported to contractor
- Location of reported dig-in
- Any known circumstances surrounding the dig-in
- Name of firm and/or individual reporting damage

Contractor's estimated time of arrival to begin damage investigation and meet with the City of Riverside's quality assurance representative. If the City of Riverside so chooses, the City of

Riverside will provide a confirmation number to contractor, ensuring that both parties have evidence of the notification, thereby avoiding misunderstandings.

Representatives of the City of Riverside and contractor will confer on site at the time of damage, if possible, or within two weeks if an on-site meeting did not occur, to discuss the results of each party's damage investigation and determine in good faith the appropriate course of action. The City of Riverside and contractor will provide the results of their damage investigations to each other within 48 hours of their completion, except for any privileged information. The City of Riverside will provide and update a list of its authorized claims resolution representatives in each geographic area.

Notwithstanding the INDEMNIFICATION section herein, if it is determined by the City of Riverside that a third party is at fault for damages to Underground Facilities, then the City of Riverside will hold contractor harmless for any and all costs, expenses and liabilities resulting from such damage. Contractor agrees to provide reasonable cooperation at the City of Riverside's request to the City of Riverside in this effort.

SUPERVISION AND INSPECTION

Contractor's performance under this Agreement will be subject to the inspection and satisfaction of the City of Riverside, but it is understood that contractor will control all the materials, appliances and labor furnished under this Agreement; the City of Riverside is interested in the results obtained.

Contractor will provide continuous supervision when any work under this Agreement is being performed. The City of Riverside will exercise no supervision over Contractor's employees, agents, or other personnel furnished by contractor for the performance of work hereunder.

USE OF CONFIDENTIAL INFORMATION

As used in this Agreement, the term "Confidential Information" will mean all specifications, drawings, sketches, models, samples, tools, computer programs, technical information, and all written documentation, recorded, machine-readable or other information provided in a tangible form to one party by the other party which is marked "Proprietary" or "Confidential" with the appropriate owner corporation name.

Each party will treat the other party's information in accordance with a standard of care reasonable calculated to prevent inadvertent or accidental disclosure. Nothing herein will be construed as waiving the right of any party to require the other party to execute a written non-disclosure Agreement, containing reasonable additional terms and conditions, prior to the supplying of particular confidential information from time to time.

RIGHT OF ACCESS

Contractor and the City of Riverside will permit reasonable access during normal working hours to its facilities in connection with work hereunder. No charge will be made for such visits. It is agreed that reasonable prior notification will be given when access is required.

PLANT AND WORK RULES

The respective agents and employees of the parties will, while on premises of the other party, comply with all plant rules, regulations, and reasonable company standards for security, including (where required by government regulations) submission of satisfactory clearance from U.S. Department of Defense and other federal authorities concerned.

EXHIBIT "B"

COMPENSATION

Rates

	Description		QTY	Unit Price	Line Total
1	Field-worked ticket requiring field response to site and paint or flag underground facilities	Annual Qty	32000	$ 27.35	$875,200.00
2	AFTER-HOURS (EMERGENCY LOCATE) - Field-worked ticket requiring field response to site and paint or flag underground facilities, outside of normal business hours. ***Rate Per Hour***	Annual Qty	300	$ 185.00	$55,500.00
3	Office-screened ticket requiring interpretation of maps in office only. No field response.	Annual Qty	3500	$ 10.25	$35,875.00
4	Referred ticket requiring contractor to refer to city staff to locate because of limited access to facilities in energized facility	Annual Qty	500	$ 10.25	$5,125.00
5	Work as directed by COR Electrical and Water Engineering group on a Time & Material basis. Not to exceed $50,000.00	T&M	1	$50,000.00	$50,000.00
				Total	$1,021,700.00

a. After Hour (Emergency Locate or Standard Hours) rate is $185.00 per hour.
   i. Truck with equipment
   ii. Locating equipment
   iii. Prevailing Wage included
   iv. Computer and Cell Phone

b. Project Manager $200 per hour
   i. Truck with Equipment
   ii. Computer and Cell Phone.

EXHIBIT "C"

KEY PERSONNEL

Malo Tauaese, Project Manager
Bruno Chavez, Lead Locator
Frank Burgoz, Locator
Carlos Quezada
Erick Esquibel