

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

614B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
July 21, 2009

SUBJECT: CValdo Corporation
Consulting Services Agreement Amendment No. 1

RECOMMENDED MOTION:

1. Approve Amendment No. 1 to the Consulting Services Agreement (Amendment) between the District and CValdo Corporation (Consultant); and
2. Authorize the Chairman to execute the Amendment on behalf of the District.

BACKGROUND:

The Amendment provides for an increase in the amount of \$103,374, for a total not to exceed amount of \$234,274, for consulting services for the District's Low Impact Development Testing and Demonstration Facility and remodel of the District's Front Parking Lot.

FINANCIAL:

Sufficient funds are included in District's budget for FY 2009-2010.

Warren D. Williams
WARREN D. WILLIAMS
General Manager-Chief Engineer

JPS:bj

FINANCIAL DATA	Current F.Y. District Cost:	\$133,808.00	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$133,808.00	For Fiscal Year:	FY09-10

SOURCE OF FUNDS:	25190 947560 527240 – NPDES Contributions – 58%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	33000 947100 542040 – Building Capital Projects – 42%		<input type="checkbox"/>
		Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS

DATE
Departmental Concurrence

Dept't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: District: 2nd Agenda Number:

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

11.4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Attachment "C" is added to AGREEMENT by Attachment "C" attached hereto and made a part hereof.

4. Section 2 of AGREEMENT is replaced in its entirety to read:

"2. SCOPE OF SERVICES – CONSULTANT shall furnish tools, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner those consulting services described in Attachments "A" and "C" attached hereto and made a part hereof.

5. Section 4 of AGREEMENT is replaced in its entirety to read:

"4. COMPENSATION – DISTRICT shall pay CONSULTANT for the services performed and expenses incurred in accordance with Attachment "B" attached hereto and made a part hereof. The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the sum of two hundred thirty-four thousand two hundred seventy-four dollars (\$234,274) unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.

6. Except to the extent specifically added to, modified or amended hereunder, all of the terms, covenants and conditions of said AGREEMENT shall remain in full force and effect between the parties hereto.

\\
\\

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2 (to be filled in by the Clerk of the Board)

3 RECOMMENDED FOR APPROVAL; **RIVERSIDE COUNTY FLOOD CONTROL**
4 **AND WATER CONSERVATION DISTRICT**

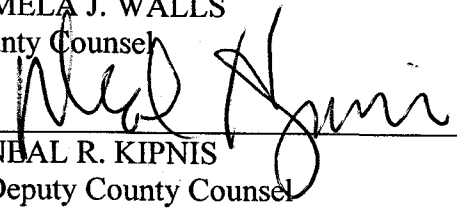
5 

6 WARREN D. WILLIAMS
7 General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

8 APPROVED AS TO FORM:

9 PAMELA J. WALLS
10 County Counsel

11 By 
NEAL R. KIPNIS
12 Deputy County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

17 CVALDO CORPORATION

18 By 
19 MICHAEL CAIRNS, Principal

23 Consulting Services Agreement – Amendment No. 1
24 LID Testing and Demonstration Facility/Parking Lot Remodel
25 6/30/09
26 JPS:blj
27
28

SCOPE OF SERVICES

RCFC&WCD LID TESTING AND DEMONSTRATION FACILITY, AND PARKING LOT MODIFICATION

Based upon our current understanding of the project, CValdo Corporation (consultant) and MACTEC (consultant) will provide the following engineering services to Riverside County Flood Control District (client). The items to be provided by each consultant are shown within the item subtasks. CValdo Corporation and MACTEC will be issued separate contracts by the client for the following scope of work.

Item 1 – Preliminary Project Preparation

1. CValdo – Prepare project schedule utilizing Microsoft Project.
2. CValdo – Coordinate with landscape architect to develop survey and geotechnical service requests. Client will engage separate consultants under separate contract to respond to requests.

Item 2 – Preliminary BMP Plans Stakeholder Input

1. MACTEC – Review preliminary BMP plan and provide preliminary recommendations on modifications necessary to collect statistically and scientifically relevant data. Review will incorporate comparison with the new Caltrans BMP Testing Guidelines. Present recommendations at a meeting to CValdo and client.
2. CValdo – Revise preliminary BMP plan based on MACTEC recommendations from Item 2 subtask 1 above.
3. CValdo and MACTEC – CValdo to organize and CValdo and MACTEC to attend meeting to present preliminary design to project stakeholders. Stakeholders are to be identified by client. The purpose of the meeting is to discuss opportunities to prevent duplication of effort on BMP monitoring and identify if there is a benefit to adding or altering BMPs to enhance the understanding of overall LID BMP effectiveness. Stakeholders will be provided with a hard copy preliminary design plan for comment.
4. CValdo and MACTEC – Meet with client to review stakeholder comments and decide which comments will be incorporated into the preliminary design. CValdo will be responsible for collecting stakeholder comments.
5. CValdo – Incorporate stakeholder comments into preliminary design as directed by client and present revised preliminary design to client. This task also includes revising the preliminary cost estimate to reflect revisions.
6. CValdo and MACTEC – Attend meeting with second stakeholder group led by Matt Yeager and present the revised preliminary design to this group. Stakeholder group will be provided with a hard copy revised preliminary design plan for comment.

7. CValdo and MACTEC – Meet with client to review second stakeholder group comments and decide which comments will be incorporated into the preliminary design. CValdo will be responsible for collecting stakeholder comments.
8. CValdo – Incorporate second stakeholder group comments into preliminary design as directed by client and present final preliminary design to client. This task also includes revising the preliminary cost estimate and schedule to reflect revisions.

Item 3 – Prepare Final BMP Plans, Cost Estimate and Specifications

1. CValdo – Prepare final BMP plans. It is anticipated that the final BMP plans will consist of a title sheet, 5 plan sheets at 20 scale, and 2 detail sheets. This scope considers preparation of design drawings and specifications for the BMPs shown on the concept "LID BMP Testing and Demonstration Facility" plans dated 7/18/07 and previously provided to the client. Plans will include placement of a test pan on the site to collect data on aerial deposition.
2. MACTEC – Review final BMP plan and provide procurement specifications for monitoring and testing equipment to be placed in the testing vaults as well as technical guidance to ensure vaults and associated piping are constructed in a manner which facilitates placement of the monitoring and testing equipment. Provide procurement specifications and placement guidance for the aerial deposition test pan.
3. CValdo – Coordinate with client and MACTEC regarding specifications for testing vault. It is assumed for purposes of this scope that the client will procure and perform installation of all sampling and telemetry equipment and that procurement and placement of this equipment will not be a part of the bid package.
4. CValdo – Prepare engineer's estimate for final BMP plans. The engineer's cost estimate will be based on historical construction cost information provided by the client, construction and material cost information provided by manufacturers, contractor interviews, Means Building Construction Cost Data and the opinion of the project engineer.
5. CValdo – Prepare specifications for final BMP plans. Specifications will be based on standard RCFC&WCD specifications and templates to be provided by the client. For project efficiency, it is our understanding that the client will prepare the contract documents and that the consultant will supply the technical specifications, bid schedule and engineer's estimate.

Item 4 – Prepare Monitoring Plan and Quality Assurance Project Plan (QAPP)

MACTEC – The Monitoring Plan and QAPP may track differently than the preparation of the design plans, cost estimates and specifications. The scope of this plan is as follows:

MACTEC will advise CValdo of monitoring requirements during the design and construction phase. MACTEC will determine from the design plans specific monitoring locations and the equipment required to conduct sampling. MACTEC will attend up to 6 meetings, including those described in Item 2, with client, project stakeholders, and CValdo Corporation.

MACTEC will prepare a SWAMP-compatible Monitoring Plan and QAPP. These plans will be prepared in conjunction with the plans being prepared for the County of San Bernardino LID Guidance and Training for Southern California program. The plans will include the following information:

- Introduction
- Monitoring goals
- Site selection criteria and results
- Description of monitoring locations
- Sampling methodology for each location
- Sampling schedule
- Determination of constituents of concern
- Analyte list
- Analytical methods and reporting limits
- Quality assurance/quality control (detailed in QAPP)
- Data reporting plan
- Health and Safety plan

MACTEC will coordinate approval of the Monitoring Plan and QAPP with the client, SAWPA, SWRCB and the grant manager.

Item 5 – Process BMP Plan for District Approval

CValdo – It is assumed that three submittal cycles will be necessary for approval of the final plans and documents. When required revisions are made after the 3rd review cycle, final mylar plans will be submitted.

Item 6 – Prepare BMP Plan Bid Package

CValdo – Provide assistance to the District in preparing the bid package for the project. Sixteen hours are budgeted for this item of work.

Item 7 – BMP Plan Project Management, Meetings and Coordination

CValdo – Attend meetings with the client and client's agents and provide project coordination. Provide overall project management of scheduling, tasks, budget tracking and invoicing. Eighty hours are budgeted for this item of work.

Item 8 – BMP Plan Construction Support

CValdo – Attend the project pre-bid meeting, respond to requests for information (RFIs) and provide miscellaneous engineering services as needed during construction. Construction phase time will be billed as needed on a time and materials basis. Ninety-six hours are budgeted for this item of work. *(This item revised by Amendment No. 1.)*

Item 9 – Parking Lot Modification Plans, Cost Estimates and Specifications

1. CValdo – Prepare conceptual parking lot modification plans. A concept parking lot modification plan will be prepared based on preliminary exhibits provided by client. It is anticipated that an initial concept plan will be prepared by consultant and submitted for client review. A second conceptual plan will subsequently be prepared addressing client comments from initial submittal and review. The revised conceptual plan will then be submitted for a second client review. It is anticipated that any additional modifications resulting from the second client review will be handled during the final design phase.
2. CValdo – Prepare utility relocation plans. Prepare relocation plans and specifications for the large water line double check valve that is located where the proposed traffic circle will be constructed. It is assumed for purposes of this scope that no agency processing is required for the utility relocation plans. *(This item added by Amendment No. 1.)*
3. CValdo – Prepare final design parking lot modification plans. It is anticipated that the parking lot modification plans will consist of a title sheet, 4 plan sheets at 20 scale, and 1 detail sheet. Parking lot modification plans will be prepared based upon a concept plan to be provided by client. Plans will also include new site storm drain plan and profile as needed to facilitate reconfiguration of the parking area, as well as preparation of drainage calculations to support a new storm drain design.
4. CValdo – Engineer's Cost Estimate for Parking Modification Plans. The engineer's cost estimate will be based on historical construction cost information provided by the client, construction and material cost information provided by manufacturers, contractor interviews, Means Building Construction Cost Data and the opinion of the project engineer.
5. CValdo – Specifications for Parking Modification Plans. Specifications will be based on standard RCFC&WCD specifications and templates to be provided by client. For project efficiency, it is our understanding that the client will prepare the contract documents and that the consultant will supply the technical specifications, bid schedule and engineer's estimate.

Item 10 – Process Parking Lot Modification Plans and Specifications for District Approval

CValdo – It is assumed that three submittal cycles will be necessary for approval of the final plans and documents. When required revisions are made after the 3rd review cycle, final mylar plans will be submitted.

Item 11 – Prepare Parking Lot Modification Plan Bid Package

CValdo – Provide assistance to the District in preparing the bid package for the project. Sixteen hours are budgeted for this item of work.

Item 12 – Parking Lot Modification Plan Project Management, Meetings and Coordination

CValdo – Attend meetings with the client and client's agents and provide project coordination. Provide overall project management of scheduling, tasks, budget tracking and invoicing. One hundred fifty hours are budgeted for this item of work. *(This item revised by Amendment No. 1.)*

Item 13 – Parking Lot Modification Plan Construction Support

CValdo – Attend the project pre-bid meeting, respond to requests for information (RFIs) and provide miscellaneous engineering services as needed during construction. Construction phase time will be billed as needed on a time and materials basis. Ninety-six hours are budgeted for this item of work. *(This item revised by Amendment No. 1.)*

Item 14 – Structural Calculations

CValdo – If adequate precast off-the-shelf concrete planter and monitoring vaults are not available, structural calculations and details will be prepared for these items to be cast in place. The associated fee for this item as presented in Attachment "B" will not be billed to the client if no calculations or details are required.

Item 15 – WQMP Tasks *(This item added by Amendment No. 1.)*

1. CValdo – Meet with RCFC&WCD staff to discuss project objectives and processing requirements.
2. CValdo – Prepare WQMP related documents and/or exhibits for the subject project as directed by District staff.

Item 16 – Potholing Existing Utilities *(This item added by Amendment No. 1.)*

CValdo – Provide subsurface utility services to determine the horizontal and vertical positions of existing underground utilities in up to 40 locations within the District campus. CValdo Corporation will subcontract this work to SAF-r-DIG Utility Surveys, Inc. SAF-r-DIG's complete scope of services is presented as Attachment "C" of this Amendment, and is hereby incorporated and made a part hereof.

Item 17 – Rear Driveway Walking Trail *(This item added by Amendment No. 1.)*

CValdo – Prepare plans, specifications and estimates for a new pervious paver 10-foot wide walking trail spanning approximately 1,000 feet and located between the southwesterly District property line and the existing driveway adjacent to the property line. The trail will be designed to infiltrate tributary flows from the water quality storm event and will provide for a dip section in the trail where the existing culvert conveys site runoff to the southwest. The trail will be bound on each side by new concrete curb. The northeasterly curb will be designed as 6 inches wide and flush with the adjacent asphalt driveway, which will maintain a 24-foot wide driving surface. It is anticipated that a strip of new asphalt will be placed between the existing edge of asphalt and the new curb face to make up the driveway width currently taken up by the concrete gutter. The southwesterly curb will be designed as a standard 6-inch high curb. It is anticipated that this work can be shown on two to three sheets, including details. The fee for this task excludes design for landscaping, lighting, irrigation and electrical work.

Item 18 – Miscellaneous Minor Design *(This item added by Amendment No. 1.)*

CValdo – Various minor design tasks have arisen which were not anticipated when the original Scope of Services was prepared, and are listed below as tasks 1 through 4. These expanded tasks will require approximately 60 hours to complete.

1. Redesign rear parking area to eliminate a fire hydrant relocation and to incorporate pervious pavers and a regular six-inch curb. It is assumed that drainage will be handled by the pervious nature of the pavers.
2. Prepare additional minor grading exhibits to assure coordinated design between the parking lot and District's Market Street property line wall.
3. Redesign parking striping design for front parking area to accommodate parking spaces relocated from the side of building.
4. Redesign porous pavement footprint in order to match ratios of pervious to impervious area.
5. Prepare additional design modifications as the project progresses. Twenty hours are budgeted for this item of work.

Items Specifically Excluded from this Scope of Services

The scope of services above includes all items proposed to be performed under this contract. Any items not included above may be performed under separate contract or as an addendum at the client's request. The list below is intended to serve as a reminder to the client that the listed services may be required but are excluded from this contract.

Planning and Design Phase

1. Construction drawings and/or specifications for utility relocation, except as outlined in Item 9-2 of this Scope of Services. *(This item revised by Amendment No. 1.)*
2. SWPPP and SWMP
3. Landscaping and irrigation plans, with the exception of specifying planting for the water quality swale(s)
4. Geotechnical evaluation
5. Traffic control plans, construction phasing plans and/or alternative parking location plans
6. Topographic and boundary base mapping
7. Title report
8. Environmental permitting
9. Electrical engineering and design services

Construction Phase

1. Construction staking
2. Construction management and inspection
3. As-built plan preparation and certification

FEES

RCFC&WCD LID TESTING AND DEMONSTRATION FACILITY AND PARKING LOT MODIFICATION

- A. The Services described in Attachment "A" Items 1 through 3 and 5 through 8 to be provided by CValdo Corporation will be provided on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$79,964 without prior approval of client. *(This amount revised by Amendment No. 1.)*
- B. The Services described in Attachment "A" Items 2 through 3 to be performed by MACTEC under separate contract for the lump sum of \$28,414.
- C. The Services described in Attachment "A" Items 9 through 13 to be provided by CValdo Corporation will be provided on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$84,892 without prior approval of client. *(This amount revised by Amendment No. 1.)*
- D. The Services described in Attachment "A" Item 14 to be provided by CValdo Corporation if needed on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$3,500 without prior approval of client.
- E. The Services described in Attachment "A" Items 15 through 18 to be provided by CValdo Corporation will be provided on a time and materials basis per the enclosed schedule of hourly rates not to exceed \$63,918 without prior approval of client. *(This item added by Amendment No. 1.)*
- F. CValdo Corporation direct cost for reprographics, printing, plotting and miscellaneous costs will be billed to the client at cost plus ten percent not to exceed \$2,000 without prior approval of the client.

Per request of client all tasks performed by CValdo will be billed monthly on a time and materials basis as work progresses with the stipulation that Item 2 must be completed in full prior to any billing on Item 3 and a first submittal of PS&E must be made per Item 3 prior to any billing on Item 5. Additionally, a first submittal of PS&E must be made per Item 9 prior to any billing on Item 10. A cost breakdown by Item is enclosed. *(This item revised by Amendment No. 1.)*

FEE BREAKDOWN BY ITEM

**RCFC&WCD LID TESTING AND DEMONSTRATION FACILITY AND
PARKING LOT MODIFICATION**

Item	Project	CValdo Fee		Total Fee
1	BMP	\$ 1,800	\$	\$ 1,800
2	BMP	\$ 12,100	\$	\$ 12,100
3	BMP	\$ 21,000	\$	\$ 21,000
4	BMP	\$ 0	\$	\$ 0
5	BMP	\$ 17,500	\$	\$ 17,500
6	BMP	\$ 2,300	\$	\$ 2,300
7	BMP	\$ 11,400	\$	\$ 11,400
8*	BMP	\$ 13,864	\$	\$ 13,864
9*	Front & Rear Parking Lot	\$	\$ 25,584	\$ 25,584
10	Front Parking Lot	\$	\$ 18,500	\$ 18,500
11	Front Parking Lot	\$	\$ 2,300	\$ 2,300
12*	Front Parking Lot	\$	\$ 24,644	\$ 24,644
13*	Front Parking Lot	\$	\$ 13,864	\$ 13,864
14	BMP	\$ 3,500	\$	\$ 3,500
15**	BMP	\$ 17,280	\$	\$ 17,280
16**	Potholing	\$ 12,375	\$ 12,375	\$ 24,750
17**	Rear Drive Trail	\$	\$ 10,368	\$ 10,368
18**	Miscellaneous Minor Design	\$	\$ 11,520	\$ 11,520
Direct Cost Allowance		\$ 1,000	\$ 1,000	\$ 2,000
Total Cost*		\$ 114,119	\$ 120,155	\$ 234,274

* *These items revised by Amendment No. 1.*

** *These items added by Amendment No. 1.*

CVALDO CORPORATION HOURLY RATE SCHEDULE

ENGINEERING SERVICES

Principal / Project Manager	\$144.00
Senior Engineer	\$136.00
Associate Engineer	\$124.00
Project Engineer	\$108.00
Junior Project Engineer	\$95.00
Engineering Designer	\$87.00
CAD Technician / Drafter	\$75.00
Administrative	\$57.00
Engineering Technician	\$48.00

FORENSIC ENGINEERING

Deposition	\$250.00
Court Appearance per half day or part	\$1,000.00
Principal / Project Manager	\$144.00

EXPENSES

Plotting and Reproduction	1.10 x Cost
Other Expenses: Including Sub-Consultants and Purchased Services through Subcontracts	1.10 x Cost

SAF-r-DIG



SAF-r-DIGSM Utility Surveys, Inc.

"Positive I.D. Pothing", three dimensional information, utilizing Non-destructive soil extraction technology, performed with surgical skill!

We designate, locate and verify actual depths of underground utilities.

Licenses: CA - 712492, AZ -108545

Proposal/Contract

Issue Date: 4/23/2009

Client Ref:

Our TaskID: 200902053

Client ID: CVAL00

Attn: Ken Horsley
Cvaldo Corporation
4901 Moena Blvd.
Suite 1110
San Diego

CA 92117

Billing Address:
Cvaldo Corporation
Same

Ph: (858) 866-0128 **Fax:** (858) 866-0131

Project Name: Riverside County Flood Control

SAF-r-DIG Utility Surveys, Inc. (hereinafter referred to as SAF-r-DIG), shall provide scope of services as requested by: Cvaldo Corporation (hereinafter referred to as Client). Services will be conducted in accordance with Attachment A, SAF-r-DIG's standard Scope, Terms and Conditions, unless otherwise expressly noted, in writing, prior to the execution of this contract.

SCOPE Provide Subsurface Utility Services to determine the horizontal and vertical positions of **OF** existing underground utilities in 40 locations at the Riverside County Flood Control **SERVICES:** Facilities at 1995 Market St in the City of Riverside.

COMPENSATION: SAF-r-DIG agrees to perform the above Scope of Services for consideration of:

Task Total: \$22,000.00

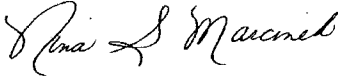
Prevailing Wage. Price based on \$550.00 per spothole location. Note: Please review and initial attached three pages of Scope, Terms and Conditions and return with signed contract and notice to proceed.

ADDITIONAL COST EXCEPTIONS / INCLUSIONS as noted and Provided By:	* City/County/DOT encroachment permits.....	INCLUDED
	* Special 'Inspection' Bonding by City/County/DOT.....	N/A
	* Pre-marking utility survey area; as required by state law.....	INCLUDED
	* Notification of One-Call Service, (USA, DigAlert, Blue Stake).....	INCLUDED
	* Special Traffic Control, plans, barricading and signs.....	N/A
	* Daily mobilization and demobilization.....	INCLUDED
	* Daily Per-Diem (2man crew) if necessary.....	N/A

SCHEDULE: SAF-r-DIG shall commence work upon receipt of this executed contract with services estimated to start on: _____ and be completed by: _____

This proposal and its provisions will expire after: **6/30/2009**

APPROVALS:

For SAF-r-DIG: 
Printed: Nina S. Marcinek
Title: President/Chair
Date: 4/23/2009

For Client: _____
Printed: _____
Title: _____
Date: _____

...To engage our services, please sign above and return copy with original signature to address below

Corporate Office: PO Box 1478, Palm Desert, CA 92261 (800)326-0446 Fax (760)776-8278

SAF-r-DIG



SAF-r-DIG[®] Utility Surveys, Inc.

Contract Scope of Work, Terms & Conditions

(in other words, what your lawyer wants you to know)

Attachment A (page 1 of 3) **all three pages** must include Client Initials with Proposal

GENERAL:

1.0 **CLIENT SHALL** include or provide the following:

- 1.1 Coordinate activity with owner, or agency, reveal name of owner and purpose for desired data.
- 1.2 Full sized, scaled site and profile drawings not greater than 50':1", hardcopy and/or electronic file.
- 1.3 Soils reports for the required inspection holes (if available).
- 1.4 Arrange for access in restricted areas to the site for **SAF-r-DIG** personnel and equipment.
- 1.5 Indicate client's Risk Manager; and, "on-site decision / reporting person" along with phone number (preferably a person from the design department).
- 1.6 Preliminary Lien information, such as owners name and address.
- 1.7 Provide an address and phone number and, if applicable, a contract person in your Accounting Department.
- 1.8 Indicate your Project Manager's Name, Phone and Cell Phone number(s), plus Field Contact Person and their Phone and Cell Phone number(s).

2.0 **SAF-r-DIG's normal Scope of Work SHALL** include or provide the following:

- 2.1 All special equipment, skilled personnel, **certified DOT safety-sensitive (random tested) trained technicians**, and the supplies necessary, or, required to perform designation and utility location services utilizing air/vacuum, **dust-controlled, soil extraction methods**.
- 2.2 **ASSIST** in securing all necessary plans, plats, records, and other available data as provided by utility owners.
- 2.3 Furnish Client, concurrent with execution of contract, **Certificate(s) of Insurance** on standard ACORD forms. The insurance shall satisfy the requirements of local jurisdiction authority.
 - 2.3.1 **Additional "insured-parties"** sometimes have special conditions that may require additional premium, thus requiring a Change Order.
- 2.4 **ASSIST** in obtaining all necessary **permits** from city, county, and/or other jurisdictions to allow **SAF-r-DIG** to work in existing streets, roads, and rights-of-way for purpose of designating, marking, measuring, soil extracting and recording the vertical elevations of existing subsurface utilities. (An encroachment permit may be required).
- 2.5 Comply with **CGA, ASEC standards** and all applicable subsurface **utility damage-prevention laws**; including pre-marking prospective site areas and by requesting required utility notification service, i.e., prior to soils extraction services.
- 2.6 **Start task seventy-two (72) hours** after receipt of permitting and coordination with city, appropriate agent, utility owner and county inspectors relating to notification and inspection regulations.
- 2.7 Provide all necessary **traffic control** for streets with speed limits **less than 25 MPH**, including labor, and equipment, according to the City standards. High traffic density locations or **over 25 MPH** will require licensed traffic control, traffic control plans and barricading.

**Contract Scope of Work, Terms & Conditions***(in other words, what your lawyer wants you to know)*Attachment A (page 2 of 3) *all three pages must include Client Initials with Proposal*

- 2.8 **Comply with all jurisdictional regulations** pertaining to the movement of traffic; i.e., services restricting traffic may not be permitted at signalized intersections; or, on major, or, collector streets, during the peak traffic hours. Delays may be subject to stand-by time.
- 2.9 **Permit Conditions**, current daily labor law (8-hr.-day) and traffic conditions, could restrict work crew to a 6-hr. work-day **at the work site**.
- 2.10 **Neatly cut** and remove existing pavement; (normally does not exceed **12" diameter**).
- 2.11 **Adverse pavement or soil conditions** may be encountered. If so, a Change Order may apply.
- 2.12 Should the **standard utility depth** of 6-feet become exceeded, an additional \$95.00 per foot charge may apply, with a maximum depth of 14-feet. **Depths** greater than 14 feet will require cost negotiation with Project Manager.
- 2.13 Extract soils to **expose any existing utilities**, in such a manner to ensure the **safety** and **integrity** of the utility.
- 2.14 In **Client-requested data format**, observe and record the following minimal **Field Data** information for each utility located:
- 2.14.1 **Pavement thickness** and description of pavement surface and base.
- 2.14.2 **Diameter / Width of utility, top** and, if requested, **bottom** depths, and **configuration of systems**.
- 2.14.3 Elevations **ACCURATELY** measured to 1/10th foot from original ground and/or pavement surface to utility.
- 2.14.4 **Utility structure material** composition, when reasonably ascertainable.
- 2.15 Furnish and install "PK" nails, "hubs", stakes, high-visibility "whiskers", or, markings, directly above the centerline of the utility structure (pipe and/or duct). (**Swing-tie referencing**, for surveyors, may also be requested).
- 2.16 **GUARANTEE restoration** of pavement within limits of the original cut for **3 years**. When inspection holes are in areas other than roadway pavement, the disturbed areas shall be restored, as nearly as reasonably possible, to the condition existing prior to the air/vacuum soil extraction process. Pneumatically tamp to, or **exceed, compaction requirements** of existing standards and supplements; to the extent they apply to excavations. Backfill materials will comply with utility owner specifications.
- 2.17 Leave the task site in a **clean and safe condition**, as it existed prior to starting services.
- 2.18 Maintain **compliance with all federal and state mandated programs** with written policy statements and current program status to **protect CLIENT** from any "PASS-THRU" claims or liability.
- 2.19 Agrees that **no charge or claim for damages** shall be made for delays or hindrances beyond the control of CLIENT during the progress of any portion of the services specified in this agreement.
- 2.20 **GUARANTEE completeness and accuracy of services** and all supporting data required under obligation for this project, and, at its expense, correct all errors or omissions therein which may be disclosed.
- 2.21 **Requests for payment will include a detailed invoice and Certified Report(s) of ALL services. All invoiced amounts are due and payable 30 days after invoicing; or, 15 days following receipt of payment from your client or within sixty (60) days of receipt of invoice, whichever shall first occur.**

SAF-r-DIG



SAF-r-DIG[®] Utility Surveys, Inc.

Contract Scope of Work, Terms & Conditions

(in other words, what your lawyer wants you to know)

Attachment A (page 3 of 3) **all three pages** must include Client Initials with Proposal

3.0 SAF-r-DIG SHALL NOT provide, or be liable, for the following:

- 3.1 Removal or treatment of **hazardous materials** encountered on or at the task site.
- 3.2 Field conditions significantly different than those represented by CLIENT; e.g., soil conditions, "as-builts" plans, concrete-slurry encased cables, or tentative drawings may subject estimated costs to re-negotiation.
- 3.3 Locating **non-detectable utilities such as ACP (asbestos cement pipe), concrete, PVC, PE** and fiber optic cables that are not accessible for signal induction.
- 3.4 "**PASS-THRU**" Expenses. Additionally, when **prepaid by SAF-r-DIG**, CLIENT is subject to a 15% add-on fee for those expenses. Such items may include but are not limited to; permitting, special traffic control traffic control plans & barricading, special drawings, concrete coring and hazardous materials handling.