

CONSULTANT AGREEMENT

THIS AGREEMENT is made this **27** day of **April** **2021**, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **C Below, Inc.** a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated **April 27, 2021**.
2. CITY desires to utilize the services of CONSULTANT to provide **ON-CALL SUBSURFACE UTILITY SERVICES**
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until compensation reaches the not to exceed amount or sooner terminated per Section 3.5
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto as **Exhibit A** and incorporated herein by reference. CONSULTANT agrees that is provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** Compensation under this Agreement shall be per fee schedule included in the Proposal.
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed **\$250,000**.

- 3.3 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required.
- 3.4 Records of Expenses. CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the project, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. Insurance Requirements

- 4.1 Commencement of Work CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 Workers Compensation Insurance For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 Insurance Amounts CONSULTANT shall maintain the following insurance for the duration of this Agreement:
 - a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
 - b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the

term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship

of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- (a) Address of CONSULTANT is as follows:

**C Below, Inc.
Nick Loera, Vice President of Sales and Marketing
8500 Hellman Avenue
Eastvale, CA 92880**

- (b) Address of CITY is as follows (with a copy to):

Engineering:	City Attorney
City of Garden Grove	City of Garden Grove
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92840	Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be

considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.
20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"
CITY OF GARDEN GROVE

Dated: _____, 2021

By: _____
City Manager

ATTEST

"CONSULTANT"
C Below, Inc.

City Clerk

By: 
Title: Ashley Salcedo VP of Operations

Dated: _____, 2021

Dated: 04/07/2021, 2021

APPROVED AS TO FORM:

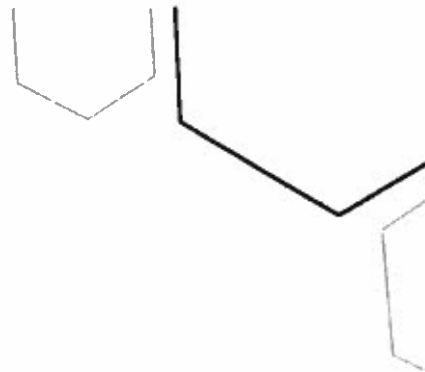

Garden Grove City Attorney

Dated: 4-13, 2021

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY

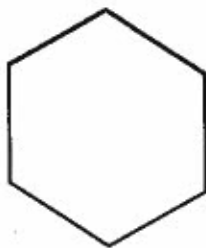
EXHIBIT A

GPR
Mapping
Potholing
Utility Locating
CCTV Pipe Inspection



**REQUEST FOR PROPOSALS FOR
ON-CALL SUBSURFACE UTILITY SERVICES**

**CITY OF GARDEN GROVE
PUBLIC WORKS**



www.cbelow.com

1-888-90-BELOW

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Chino, CA 91710
CL# 959964



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COVER LETTER

March 10, 2021

City of Garden Grove Public Works
Ms. Rebecca Li, Senior Civil Engineer
13802 Newhope Street, PO Box 3070
Garden Grove, CA 92843

Subject: Response for Request For Proposals For On-Call Subsurface Utility Services

Ms. Rebecca Li,

C Below appreciates the opportunity to submit our qualifications to the City of Garden Grove in response to the Request for Proposals for On-Call Subsurface Utility Services.

C Below has a legacy of successfully providing Utility Locating services to many public entities and private sector developers throughout the Southern California region.

C Below is confident that with our past experience with on-call contracts and the experience we have working on past City projects, we will be able to safely and efficiently perform the subsurface utility services for the City of Garden Grove. C Below respectfully submits this proposal and understands it will be valid for a minimum of 90 days.

Thank you,

A handwritten signature in black ink that reads 'Nick Loera'.

Nick Loera
Vice President of Sales and Marketing
C Below, Inc.





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SUBSURFACE IMAGING

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C Below offers professional Subsurface Utility Services throughout Southern California. Our highly experienced technicians utilize the most advanced equipment in the industry. We locate horizontal and vertical locations of underground utilities including Water, Gas, Power, Waste, Communications, and Cable TV. Accurate information is vital in planning and can prevent costly delays from damages caused by cutting, coring, drilling, or digging in areas congested by unseen hazards in concrete, masonry, and underground.

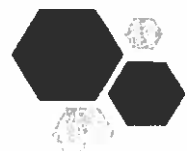
C Below has been in the utility locating business for 12 years since its incorporation in 2009 and employs the most experienced technicians in the industry, some with over ten years of experience. With our corporate office located at 14280 Euclid Avenue, Chino, CA 91710 and our Operations yard in Eastvale we can mobilize quickly to the City of Garden Grove. C Below currently has fifty-five employees, including forty technicians, the sales department, a Project Engineer, a Licensed Surveyor and a CAD technician.

C Below's Chief Operating Officer, Chris Loera, maintains a hands-on approach by researching and acquiring equipment that utilizes the most accurate technology available in the industry. He attends Industry Workshops and meets with equipment manufacturers to stay up to speed on new technology and software applications. Recently Mr. Loera acquired 10 new potholing rigs to keep up with the demand and client needs for current on-call contracts.

Through our years of experience, C Below has been able to troubleshoot hard to find lines and provide locating solutions to utilities considered "un-locatable" by other companies. We have performed Utility Investigations with multiple City's on an On-Call basis and currently hold an on-call potholing contract with LADWP as well as on-call contracts with the Port of Long Beach, Port of LA, City of Burbank Public Works, and City of Chino Public Works.

If awarded, the authorized representative for this contract would be Nick Loera with support from C Below's Sr. Project Manager Hector Vargas, both located at 8500 Hellman Ave Eastvale, CA 92880.

C Below does not currently have any litigations, mediations, or arbitrations regarding any of our performance.





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C Below understands that the City of Garden Grove is based on an On-Call basis and each job will have different job specifics but essentially upon being provided with a pothole plan the C Below Sr. Project Manager (Hector Vargas) will commence the permitting process and contact DigAlert. The Project Manager will also be responsible for overseeing the compliance of the traffic control requirements. C Below will submit traffic control plans if necessary, otherwise will set up traffic control per watch manual. The potholing shall consist of:

- An opening will be jackhammered or saw cut (depending on if the surface is asphalt or concrete) to expose the soil.
- Once the soil is exposed, high pressure water will be used to loosen the soil to be removed by the vacuum truck on site.
- The soil will be removed to the desired stop depth or until the identified utility is exposed.
- The hole will be documented with pipe size, material and depth, if applicable, along with photos for record.
- A mag nail or a hub will be placed to mark the location of the utilities found.
- Once this is recorded, the hole will be back filled with plaster washed sand and compressed by a pneumatic tamper.
- A temporary cold patch will be placed down and pneumatically tamped approximately two inches thicker than the existing asphalt or concrete to allow for future settling of the soil.

Upon completion a detailed pothole report will be provided to the City of Garden Grove. The report will include pertinent information such as pictures of the pothole/line, depth to top of pipe, utility size, material and soil conditions, along with location and "swing-ties" or reference points, and thickness of pavement. Please reference appendix for example of pothole report.





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The C Below Project Manager will coordinate with the City to establish and understand the following: Points of contact, schedule, site access and safety protocols, distribution of Daily Reports/ Results, etc.

Dispatching of our technicians is accomplished through a system C Below uses called Salesforce, which allows us to electronically send out job assignments to the technicians. The job assignment contains all pertinent information for the project including; location, contacts, arrival times and the scope of work.

All field technicians are equipped with smart phones in the field. Each day the technicians generate an electronic report. The daily report includes a detailed account of work performed, hours on-site and locating methods performed. The reports are electronically signed on the project site by the technician and a client representative (if available). The reports are then immediately available for e-mail distribution to the client. Additionally all surveying is performed in-house by a licensed Surveyor. Reports and drawings are provided by our Lead Drafter who has the Quality Control checked first by the field technicians that performed the work and then sent directly to the client.

Having our services "In-House" streamlines the investigation and allows us to determine ways to reduce the overall project timeline by finding more efficient methods to locate lines once we arrive on site.





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Prevailing Wage

Service	Cost
Ground Penetrating Radar	
GPR Certified Supervising Technician.....	\$ 185.00 per hour
GPR Trained Certified Assistant Technician.....	\$ 140.00 per hour
Travel Time Mobilization technician plus equipment.....	\$ 115.00 per hour
Travel Time Mobilization crew plus equipment.....	\$ 185.00 per hour
Utility Locating - Electromagnetic Locator	
Locating Certified Supervising Technician.....	\$ 185.00 per hour
Locating Trained Certified Assistant Technician.....	\$ 140.00 per hour
Travel Time Mobilization technician plus equipment.....	\$ 115.00 per hour
Travel Time Mobilization crew plus equipment.....	\$ 195.00 per hour
Mapping	
Mapping Supervising Tech.....	\$ 220.00 per hour
Drafting In-house drafting in AutoCAD.....	\$ 100.00 per hour
Manhole Dip Record depth from rim of manhole to invert of pipe.....	\$ 150.00 per hole
Travel Time Mobilization technician plus equipment.....	\$ 115.00 per hour
Travel Time Mobilization crew plus equipment.....	\$ 195.00 per hour
CCTV Pipe Inspection	
CCTV Robotic Camera Pipe Inspection For lines greater than 8 inches, includes locating and video.....	\$ 325.00 per hour
CCTV Push Camera Pipe Inspection For lines smaller than 8 inches, includes locating and video.....	\$ 320.00 per hole
CCTV Lateral Locating Remote camera launch, includes locating and video for one lateral.....	\$ 50.00 per lat.
Water Jetting Trailer mounted unit, jetting to clear blocked lines up to 8 inches in diameter.....	\$ 400.00 per hour
Water Jetting Pipe cleaning utilizing vac-truck.....	\$ 450.00 per hour
Travel Time Mobilization technician plus equipment.....	\$ 95.00 per hour
Travel Time Mobilization crew plus equipment.....	\$ 170.00 per hour
Potholing	
Standard Pothole 1' x 1' x 0' - 5' deep.....	\$ 585.00 per hole
Pothole 1' x 1' x 5'-10' deep.....	\$ 635.00 per hole
Pothole 1' x 1' x 10' - 15' deep.....	\$ 885.00 per hole
Pothole 1' x 1' x 15' - 20' deep.....	\$ 1,250.00 per hole
Pothole 1' x 1' x 20' - 25' deep.....	\$ request quote
Traffic Control Basic 0 - 25 MPH.....	\$ 750.00 per day
Traffic Control Standard 25 - 55 MPH.....	\$ 950.00 per day
Traffic Control Extensive.....	\$ 1,250.00 per day
Traffic Control Half day.....	\$ 475.00 per day
Traffic Control Plans Engineered Stamped Plans.....	\$ 550.00 per page
Flagman.....	\$ 140.00 per hour
Potholing Hourly Crew Includes surface breaking, sand backfill, and permanent cold patch repair.....	\$ 535.00 per hour
Potholing Hourly Single Tech Includes vac-truck, no surface breaking, backfill, or patching.....	\$ 325.00 per hour
Keyhole Coring Includes utilibond.....	\$ 250.00 per hole
Vacuum Excavation Spoil Removal and Dump Fee Removal of excavated spoils and dumping of material...	\$ 500.00 per trip





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Pricing Table

Service	Cost
Potholing Continued	
Hot Patching Standard 2' x 2' area	\$ request quote
Slurry Backfill	\$ request quote
Pothole Report Drafting firm to generate PDF	\$ 250.00 per report
Travel Time Mobilization technician plus equipment	\$ 210.00 per hour
Travel Time Mobilization crew plus equipment	\$ 230.00 per hour
Additional Fees	
Administration / Project Coordination	\$ 65.00 per hour
Per Diem Per technician	\$ 150.00 per day
Permit Costs 3rd party	\$ +10% markup

CBelow Terms & Conditions apply to all services.

- * 15% Overtime charges applies to all services for Saturday work and off hours 6:00 pm - 6:00 am
- * 20% Overtime charges applies to all services for Sunday work
- * All services will be billed within the 4 & 8 hour minimum





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C Below was founded in 2009 with the goal to accurately locate utility lines to ensure all projects are completed safely and on time. The company is owned by Chris Loera (CEO) and Dave Menefee (President). C Below does not anticipate the need to use any subcontractors and all scope of work will be performed in-house.

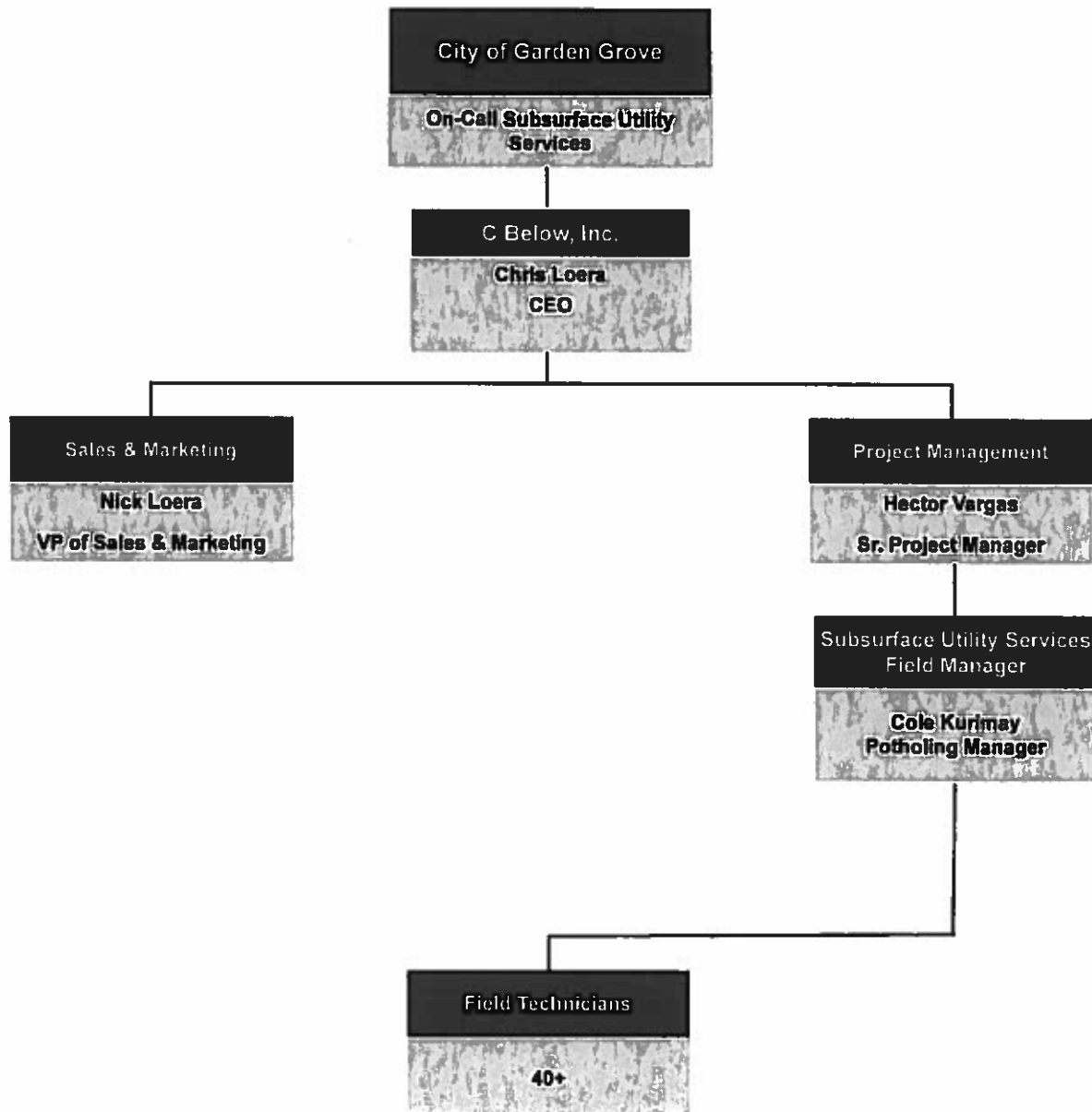




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Professional Profile

Chris Loera, Chief Executive Officer

Mr. Loera has over 20 years of experience in the construction industry. He plans, organizes, directs and controls the activities of the team on a daily basis. He is responsible for the performance of all Departments including Research and Development, Engineering, Mapping and Material Management. He maintains a hands-on approach by researching and attending industry workshops, while working closely with equipment manufacturers to stay up to speed and offer input on new technologies. Mr. Loera also is Co-Chair of the Laborers Training Trust that is responsible for training Apprentice and Journeyman Locators.

Relevant Experience

YEARS OF EXPERIENCE
20

REGISTRATIONS/ CERTIFICATIONS

Ground Penetrating Radar
Technician Level III

Utility Locating Technician Level III

TECHNICAL EXPERTISE

Auto CAD

Auto CAD Civil 3D

SCENE Point Cloud

CONTACT INFORMATION

ChrisL@cbelow.com

888-902-3569 x501

Placentia Avenue Potholing Riverside, CA

Role: Chief Executive Officer

Services included locating, mapping, and potholing. Mr Loera supervised all operations to ensure high quality control and accuracy.

SR-60 and Archibald Avenue GPR Ontario, CA

Role: Chief Executive Officer

Directly supervised to ensure all services were conducted and completed as efficiently and accurately as possible.

UCR Parking Lot 21 Utility Locating Investigation Riverside, CA

Role: Chief Executive Officer

Supervised all team efforts including quality control and review of final CAD deliverable of utility findings.

Indian Avenue and Ramona Expressway Pothole Investigation Perris, CA

Role: Chief Executive Officer

Supervised technicians to ensure the project was conducted and completed as efficiently and accurately as possible.





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Professional Profile Hector Vargas, Sr. Project Manager

Mr. Vargas has over 10 years of experience in the construction industry; 5 of which he has dedicated to the utility locating industry. He has worked as a Sales Representative, Locating Lead Supervisor and Project Manager. These different roles have given him a well-rounded knowledge of the industry from project inception to project completion. He assists our Mappers and Field Managers with daily requests and project needs. He oversees the coordination of all office and field efforts within the project scope to ensure the highest standards for utility location accuracy.

Relevant Experience

China Lake Utility Investigation and Mapping China Lake, CA
C Below located all utilities on an area within the base where the client was going to perform site improvements. After completing the locating, C Below also performed potholing services. As the assigned Project Manager, Mr. Vargas managed all coordination and communication with the client and technicians on site.

Kaiser Permanente Utility Investigation Riverside, CA
Role: Project Manager
Coordinated with the client and assigned field technicians. Managed the project budget. Performed site visits as needed. Reviewed utility findings with technicians and client.

3rd Street and Magnolia Avenue Investigation and Potholing Riverside, CA
Role: Project Manager
Performed job site walk through, managed technicians and budget. Coordinated with the client and technicians assigned to the project to assure accurate, timely completion.

YLWD PFAS Potholing Yorba Linda, CA
Role: Project Manager
C Below was contracted to perform 60 potholes. Mr. Vargas was responsible for coordinating all efforts both in the office and in the field. He managed the project budget, communicated the progress with the client, and reviewed the daily reports submitted by the technicians. Mr. Vargas was also responsible for overseeing the permitting and traffic control for those potholes that fell within the public right of way.

YEARS OF EXPERIENCE
10

REGISTRATIONS/ CERTIFICATIONS
Ground Penetrating
Radar Technician Level III
Utility Locating Technician
Level III

CONTACT INFORMATION
HectorV@cbelow.com
888-902-3569 x506





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Professional Profile

Cole Kurimay, Potholing Field Operations Manager

Since starting his journey with C Below six years ago, Cole Kurimay has located in some of the most complicated situations. From emergency same-day services to locating in highly congested areas with extreme traffic. Cole is highly experienced in troubleshooting hard-to detect lines and utilizes his years of experience to come up with creative approaches to complete the utility investigations. Mr. Kurimay is also in charge of overseeing all subsurface Field Technicians and providing them with the proper training and techniques.

Relevant Experience

YEARS OF EXPERIENCE
6

CONTACT INFORMATION
ColeK@cbelow.com
888-902-3589

Mira Costa Utility Investigation, Mapping, and Potholing Oceanside, CA

Role: Field Manager

Performed initial site walk and supervised the onsite technicians while all locating was performed. Ensured all utilities were marked on site. Assisted technicians with troubleshooting.

La Vang Church Locating and Potholing Santa Ana, CA

Role: Field Manager

Supervised all field efforts while performing a locating investigation and 4 potholes within the site.

Rossmoor Retarding Basin C01B02 Potholing Investigation Los Alamitos, CA

Role: Field Manager

Supervised all field efforts when performing the utility potholing. Coordinated with the Project Manager and client for the schedule. Assisted technicians with troubleshooting.

OC Loop Segment D Potholing Proposal Yorba Linda, CA

Role: Field Manager

Supervised all field efforts, performed job walk prior to dispatching the technicians. Reviewed final pothole report.

OCWD Serrano Potholing Villa Park, CA

Role: Field Manager

Supervised all field efforts when performing 4 potholes. Coordinated schedule and budget with Project Manager. Reviewed final pothole report.





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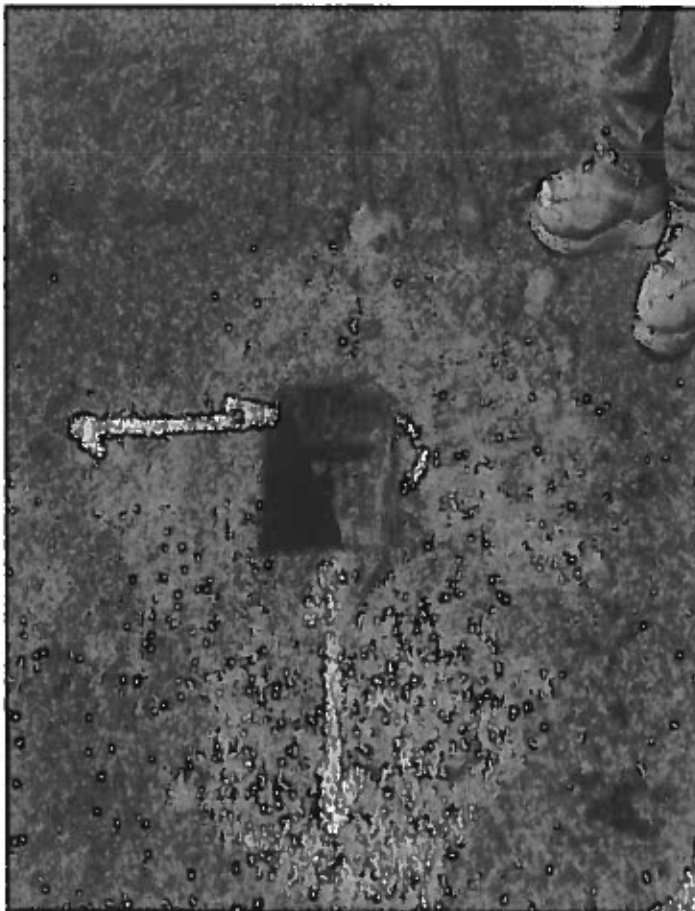
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City of Corona Public Works On-Call

Corona, CA 92880

Project Scope:

C Below has a current contract with the City of Corona that began in August of 2009 and has since been renewed. C Below provides Utility Locating Potholing services to the City of Corona on private property and in the public right of way. Potholing has been done to visually verify the marking of utility lines located by C Below and Dig Alert. The public street work has often been conducted at night and most times requires Traffic Control. C Below has worked on many difficult projects for the City of Corona that required us to Pothole locations in the middle of streets with very heavy traffic. This prompted us to develop a Traffic Control plan that was stamped by our in house engineer.



Client:
City of Corona
Department of Public Works

Contact:
Vernon Welsman
Project Manager
(951) 739-4912
400 South Vicentia Avenue
Corona, CA 92882

Project Duration:
2009- Present

Combined Contract Value:
\$125,000.00 per year per contract

Key Personnel:
Chris Loera
Hector Vargas
Cole Kurimay





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Los Angeles Department of Water and Power On-Call Vacuum Excavation

Arbor Vitae Utility Investigation Project

Los Angeles, CA

Project Scope:

C Below performed over 8,000 linear feet of utility locating from curb to curb, mapping, and over 40 potholes. Communication was key between the client, Field Techs, and Field Manager as was flexibility when scheduling the project. Due to high traffic in some sections of the project, off hour work was required. The field Technicians were responsible for communicating any issues to their Project Manager and/or Field Manager and included the information in their daily report. The Project Manager attended weekly conference calls to update the client on project status and discuss the progress.

This is only one example of a project C Below has performed for LADWP, in total C Below has performed over a dozen projects for LADWP since 2018 and is dispatching multiple potholing rigs to their sites on a daily basis. Hector Vargas is responsible for coordinating with the LADWP contact at the beginning of the week and setting up a schedule of projects and number of rigs needed for the week. Mr. Vargas coordinates with Operations on the dispatch requirements and reviews the daily reports completed by the techs every day.



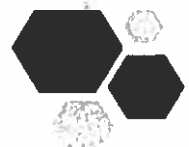
Client:
Los Angeles Department of Water and Power

Contact:
Jesus Gonzalez
Project Manager
(213) 367-1218
111 N. Hope Street
Los Angeles, CA 90012

Project Duration:
July 2018 - December 2019
Combined Contract Value:
\$266,018.31

Key Personnel:
Chris Loera
Hector Vargas
Cole Kurimay

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Appendix





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SUBSURFACE IMAGING

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A298 Irvine CA 92604	CONTACT NAME: Tina Cowie PHONE (714) 731-7700 FAX (714) 731-7750 E-MAIL: tina@cornerstonespecialty.com ADDRESS: 14252 Culver Drive, A298 Irvine, CA 92604
INSURED C BELOW, INC. 14280 Euclid Avenue Chino CA 91710	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company NAIC # 20508 INSURER B: Allstate Insurance Company 18232 INSURER C: National Union Fire Ins Co of Pitts 19445 INSURER D: Pacific Compensation Insurance Company 11555 INSURER E: Continental Casualty Company 20443 INSURER F:

COVERAGES	CERTIFICATE NUMBER: 20/21 COVERAGES	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	UNITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDTL INSRD/P & NC <input checked="" type="checkbox"/> BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	7012563117	12/18/2020	12/18/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	84891650100	12/18/2020	12/18/2021	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	EBU087179490	12/18/2020	12/18/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Standard is NO) If yes, describe under DESCRIPTION OF OPERATIONS below	VA00718200	12/18/2020	12/18/2021	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 Each Claim \$2,000,000 Annual Aggregate \$2,000,000
<input checked="" type="checkbox"/> Professional Liability Claims Made	MCH265308745	12/18/2020	12/18/2021	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of coverage in force. Contractual insurance requirements will be addressed at the time the contract is awarded.

CERTIFICATE HOLDER FOR PROPOSAL PURPOSES ONLY PLEASE CONTACT CORNERSTONE SPECIALTY TO VERIFY COVERAGE IN FORCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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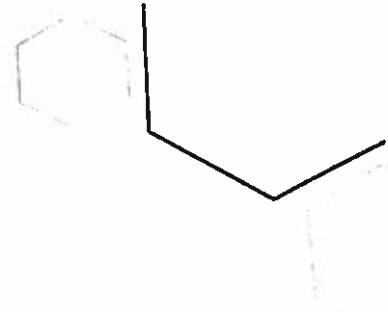


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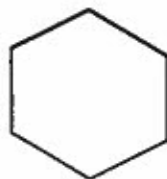
Utility Locating
Radiography
Potholing
Mapping
GPR



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Date:
Technician:
Project Name:
Project Address:
C Below Project No.

January 1, 2019
Chris Loera
C Below Pothole Report
8500 Hellman Ave. Eastvale, CA 92880
12-1234



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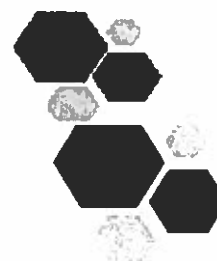
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Date: January 1, 2019
Technician: Chris Lucas
Project Name: C Below Polehole Report
Project Address: 8500 Holliman Ave. Emeryville, CA 94608
C Below Project No. 12-1234

Project Summary

No.	Utility	Size (in)	Material	Top Depth (ft)	Direction	Location	Surface
1	Storm	8	Concrete	4.05	E-W	West Street Shelter Between Road and Parking Lot North East of Huntington Building	Soil
2	Water	30	Concrete	2.70	N-S	East of 4404 West 1st St., at Center of Mountain View St.	Asphalt
3	Dry Hole	N/A	N/A	N/A	N/A	South Street on Mountain St. at 1st St. Intersection	Asphalt
4	Storm Drain	(3) 4	Plastic	0.78	E-W	North West of Needham Chapel on Concrete Sidewalk	Concrete
5	Water	30	Traverse	3.85	E-W	Street Street on Ellis Ave. in 971 Lane, West of San Antonio St.	Asphalt

Comments: Top depth is measured from ground surface to top of utility. Poleholes were performed at locations specified by the client. Utility size and material are based on visual evidence and may vary.





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POTHOLING DATA SHEET

14280 EUCLID AVE., CHINO, CA 91710
OFFICE: (909) 902-3508
FAX: (909) 902-8528

Technician Name Chris Leers	Date 01/01/2008	C Below Project No. 23-1234
Project Name C Below Pothole Report	Project Address 8820 Hoffman Ave. Eastvale, CA 92880	
Client Company C Below	Checked Ashley Salinas	
Pothole No. 1	Location West Street Shoulder Between Road and Parking Lot, North East of Huntington Building.	

Station Type: **Spot**

Profile View (not in use)
Measured Distances from Pothole Surface

Thickness: **3.50** (in)

Top: **4.50** (in)

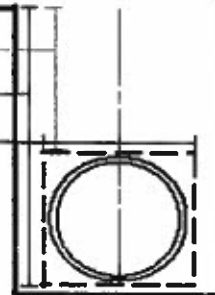
Bottom: **8.25** (in)

Size: **8** (in)

Utility: **Cover**

Material: **Concrete**

Direction: **S-W**

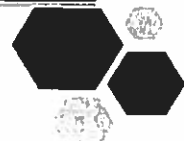


Notes:

Encountered hard soil condition at pothole location.

PHYSICAL SWING TIE INFORMATION											
No.	Station ID	US	Post-Placement Shrinkage Factor	No.	Station ID	US	Post-Placement Shrinkage Factor	No.	Station ID	US	Post-Placement Shrinkage Factor
1	45.57	N	Shrinkage Factor	2	71.25	NW	Shrinkage Factor	3	28.00	NW	Shrinkage Factor

LOCATION/DETAIL		





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No.	Utility	Size (in)	Material	Top Depth (ft)	Direction	Location	Surface
1	Sewer	18	Concrete	4.88	S-W	West Mixed Shoulder Between Road and Parking Lot, North East of Harrington Building.	Soil

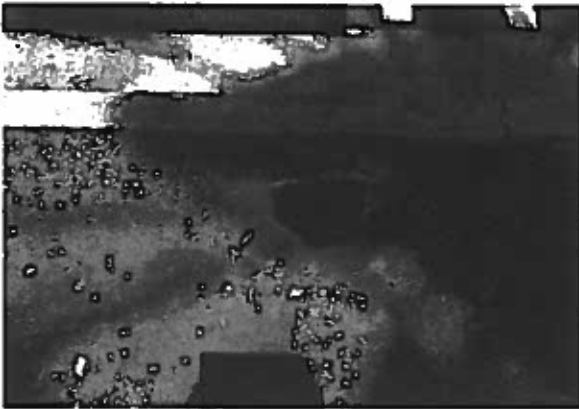


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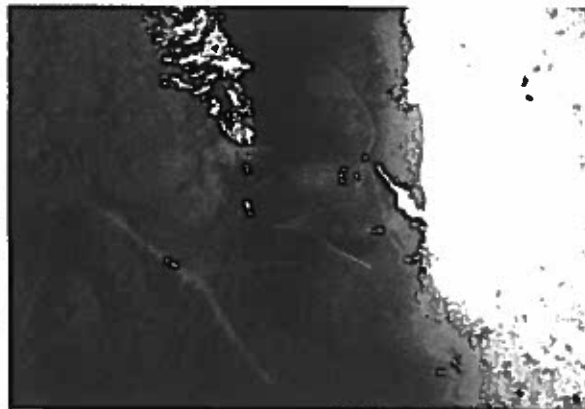


Photo 2

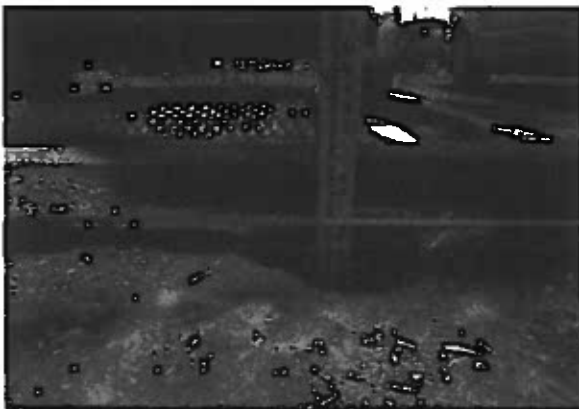


Photo 3

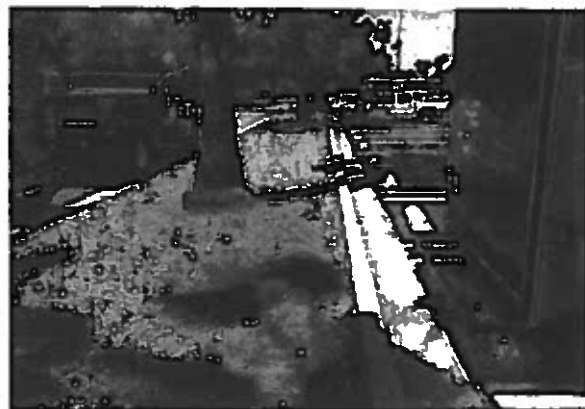
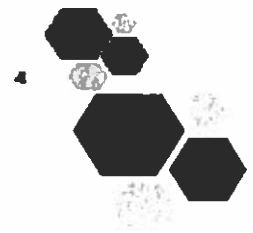


Photo 4

Comments:

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POTHOLING DATA SHEET

14280 EUCLID AVE., CHINO, CA 91710
OFFICE: (909) 803-8888
FAX: (909) 803-8888

Technician Name Chris Lewis		Date 01/01/2015	C-Station Project No. 13-1294
Project Name C Below Pothole Report		Project Address 8800 Hoffman Ave. Eastvale, CA 92880	
Client Company C Below		Contact Ashley Salinas	
Pothole No. 1	Location East of 4400 W 5th St., At Center of Mountain View St.		

Station Type: Asphalt	Profile View (not to scale) Measured Distance from Finished Surface	Notes: Potholes performed on client specified location per USA markings.
Thickness: 0.45 (feet)		
Top: 2.70 (feet)		
Bottom: 3.20 (feet)		
Size: 30 (in)		
Utility: Water		
Material: Concrete		
Direction: N-S		

PHYSICAL SWING TIE INFORMATION											
No.	Station (ft)	Size	Post-Installed Swing Tie Pole	No.	Station (ft)	Size	Post-Installed Swing Tie Pole	No.	Station (ft)	Size	Post-Installed Swing Tie Pole
1	20.50	3/4"	End of Pothole Pond	2	14.00	1/2"	Post of Core	3	17.20	3/4"	Steel Sign

LOCATION DETAILS		

