

May 4, 2017



Mike Otavka, Director of Facilities  
William S. Hart Union High School District  
26308 Spirit Court  
Santa Clarita, CA 91350

**Proposal for Professional Services for Underground Utility Investigation Services for  
Various William S. Hart Union School District Projects FY 2017/2018  
Santa Clarita, CA**

Dear Mr. Otavka:

C Below, Inc. (Subcontractor, "CBI") is pleased to submit this proposal for professional services to William S. Hart Union High School District ("District").

C Below, Inc. has reviewed the District's Consultant Agreement and finds the terms and conditions acceptable and understands the District's Terms and Conditions supersede.

**BASIC SERVICES**

This agreement will cover the following services:

1. Small miscellaneous tasks, for various campuses, as requested by the District including, but not limited to, Utility Locating, Mapping, CCTV Pipe Inspection, Ground Penetrating Radar, and Potholing services;
2. Meetings; and
3. Third-party technical review and all other technical services offered by C Below.

**COMPENSATION**

We propose that all work and services under the Task Order Agreement for any single project will be billed on an hourly basis with a cost limit not exceeding \$15,000.00 per project for FY 2017/2018 for actual time spent in accordance with the hourly rate schedule. If a requested service for a single project is estimated to exceed \$15,000.00 in cost, then C Below will provide a project-specific proposal to the School District for Board review and authorization. The total amount for all projects under this agreement is not to exceed \$100,000.00. C Below will notify the District in writing prior to exceeding the total allowable fee for this agreement.

Normal reimbursable expenses include the costs of travel, reproduction, delivery and mailing, and any state or local taxes imposed where the Project is located. Normal reimbursable expenses are in addition to the compensation for Basic Services and are billed at cost.

The standard of care for all professional engineering and related services performed or furnished by C Below under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. C Below makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with C Below services.

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of C Below, the amount of compensation shall be equitably adjusted.

Any additional services beyond the scope of Basic Services will be performed upon authorization to C Below, and will be compensated on an hourly basis in accordance with the following Rate Schedule:



14260 Euclid Ave  
Chino, CA 91710  
1-888-90-BELOW

Code	Service	Cost
<b>Ground Penetrating Radar</b>		
351	Supervising Technician   Concrete / Masonry - Location of reinforcing steel, conduit.....	\$ 175.00 per hour
352	Travel Time   Per Man.....	\$ 110.00 per hour
<b>Utility Locating - Electromagnetic Locator</b>		
374	Supervising Technician   Locate Electrical, Comm., Water, Power, Gas, Sewer & Storm...	\$ 175.00 per hour
375	Locating Technician   See terms and conditions for requirements.....	\$ 130.00 per hour
376	Travel Time   Per Crew.....	\$ 195.00 per hour
<b>Mapping</b>		
382	Mapping Party.....	\$ 215.00 per hour
383	AutoCAD drawings   Utilities.....	\$ 85.00 per hour
384	Travel Time   Per Man.....	\$ 110.00 per hour
<b>CCTV Pipe Inspection</b>		
385	Video Pipe Inspection.....	\$ 310.00 per hour
386	High Pressure Hydro-Jetting.....	\$ 300.00 per hour
387	Travel Time   CCTV Crew.....	\$ 225.00 per hour
388	Travel Time   Water Jetting Crew.....	\$ 225.00 per hour
<b>Potholing</b>		
600	Standard Pothole 1' x 1' x 5'.....	\$ 550.00 per hole
601	Pothole 1' x 1' x 5'-10' deep.....	\$ 600.00 per hole
602	Pothole 1' x 1' x 10'-15' deep.....	\$ 650.00 per hole
603	Pothole 1' x 1' x 15'-20' deep.....	\$ 850.00 per hole
604	Traffic Control - price subject to change without notice.....	\$ 800.00 per day
605	Traffic Control Plans.....	\$ 500.00 per page
606	Potholing Hourly.....	\$ 475.00 per hour
607	Travel Time   Per Crew.....	\$ 225.00 per hour
<b>Additional Fees</b>		
389	Administration / Project Coordination.....	\$ 95.00 per hour
390	Per Diem   Per technician.....	\$ 150.00 per day

C Below terms & Conditions apply to all services.

\*\*Potholes / Trenching deeper than 20 feet must call for additional pricing

\*15% Overtime charges applies to all services for Saturday work

\*20% Overtime charges applies to all services for Sunday work



## SCHEDULE

The time for completion of Basic Services for each project or work order will be estimated prior to start of each investigation.

## **ANTICIPATED COSTS**

CBI's estimated budget is based upon information provided by the Client. Our ability to perform within the estimated budget depends heavily on the accuracy of the information provided, as well as the cooperation and attentiveness of the Client's management staff. Our accounting department will provide the Client with a percentage of the estimated budget used on each invoice. The Client's management staff shall monitor the percentage of work remaining to assure CBI's services are not greater than the estimated budget. If CBI performs less work than the estimated budget, the Client's costs will be less. Likewise, if the duration of our services exceeds our estimated budget, the Client will incur more cost. Verbal requests made by project representatives to perform services beyond our estimated budget are considered authorization to perform billable work. Project actual budget totals may vary. Estimated budget hours are based on a 40-hour/Monday - Friday workweek, 8-hours per day, excluding weekends, holidays and overtime. The Client agrees that any "budget estimates", "anticipated costs" or other like documentation prepared by CBI is NOT a "not to exceed budget", "guaranteed maximum" or "lump sum". The Client will be invoiced for all work performed based on CBI's Schedule of Fees and these Terms & Conditions.

## **MINIMUM CHARGES**

All locating services are based on a minimum of four hours. Over four hours shall be a minimum of eight hours. If a technician is scheduled to perform a service and no work is performed, a two hour minimum charge shall apply (show-up charge).

## **WORKING HOURS**

CBI's regular workweek is Monday - Friday. Normal work hours are 7:00 am – 5:00 pm. For work performed Monday – Friday, overtime hours (1.15 times the contracted hourly rate) apply after eight hours worked per day. Premium time hours (1.20 times the contracted hourly rate) apply after twelve hours worked per day. Work performed on Saturday shall be billed at 1.15 times the contracted hourly rate. Work performed on Sundays and Holidays shall be billed at 1.20 times the contracted hourly rate. Holidays observed by CBI are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving and Christmas. Overtime hour charges shall be in one-hour increments.

## **SCHEDULING & CANCELLATION**

A minimum of 24-hours' notice is required when scheduling CBI's services. If services are requested the same day or after 2:00 pm the preceding day, a premium expedite fee of \$75 per technician will apply. If services are canceled less than 24-hours before the scheduled start time, a fee of \$75 per technician will apply.

## **REIMBURSABLE EXPENSES**

Outside services performed by others and direct costs expended on the Client's behalf, are charged at cost plus 15%. Equipment and materials purchased/rented by CBI exclusively for the project will be

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invoiced at cost plus 15%. Business license fees for project specific requirements will be invoiced at cost plus 15%.

**SERVICE AUTHORIZATION**

Verbal request will be considered authorization to perform billable work. The Client shall designate member(s) of their staff who have authority to request our services and notify CBI in writing as to their authorized representative. Otherwise all service requests are billable.

**OTHER TERMS**

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fails substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of C Below, CBI shall be compensated for all services performed to termination date, together with reimbursable expense then due, and all termination charges.

This letter is the entire Agreement between the Client and C Below. Changes or additions in this Agreement must be in writing and must be signed by both the Client and C Below.

Acceptance of this Agreement by separate instrument is limited to the terms hereof, and C Below hereby expressly objects to any different or additional terms contained in the Client's instrument of acceptance, whether in form of a purchase order, acknowledgement, acceptance or other documents.

If this Agreement is satisfactory, please sign, date and return a copy to us as our authorization to proceed (email or fax copy is acceptable). Thank you for the opportunity to propose on your projects.

Respectfully submitted,

Accepted by:

**C BELOW, INC.**

**W.M. S. HART UNION HIGH SCHOOL DISTRICT**

  
Chris Loera

\_\_\_\_\_  
Authorized Representative

Chief Operating Officer  
Title

\_\_\_\_\_  
Title

May 4, 2017  
Date

\_\_\_\_\_  
Date