

THIRD AMENDMENT TO  
MAINTENANCE AGREEMENT FOR QUARTERLY ONSITE CALIBRATION OF  
FLO-DAR INFLUENT FLOW METERS

UTILITY SYSTEMS SCIENCE AND SOFTWARE, INC.

THIS THIRD AMENDMENT TO MAINTENANCE AGREEMENT FOR QUARTERLY ONSITE CALIBRATION OF FLO-DAR INFLUENT FLOW METERS ("Third Amendment") dated \_\_\_\_\_, 2019, is made by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and UTILITY SYSTEMS SCIENCE AND SOFTWARE, INC., a California corporation ("Contractor").

A. On September 8, 2016, the City and Contractor entered into that certain Maintenance Agreement for Quarterly Onsite Calibration of Flo-Dar Influent Flow Meters ("Agreement").

B. On June 8, 2017, the City and Contractor entered into that certain First Amendment to Maintenance Agreement for Quarterly Onsite Calibration of Flor-Dar Influent Flow Meters ("First Amendment").

C. On June 20, 2018, the City and Contractor entered into that certain Second Amendment to Maintenance Agreement for Quarterly Onsite Calibration of Flor-Dar Influent Flow Meters ("Second Amendment").

D. City and Contractor desire to amend the Agreement as set forth below and ensure Contractor will abide by the terms, conditions and obligations of the Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Section 2 is hereby amended to extend the term of this Agreement from July 1, 2019 to June 30, 2022, unless otherwise terminated pursuant to the provisions of the Agreement.

2. Section 3 is hereby amended as follows:

"For the period of July 1, 2019 to June 30, 2022, City shall pay Contractor the Contract Price in an amount not to exceed Seventy-Three Thousand Eight Hundred Sixty Dollars (\$73,860) for a contract total of One Hundred Fifty Eight Thousand Nine Hundred Eighty Dollars (\$158,980), which includes all applicable taxes and freight costs, for the performance of all of the Work according to the terms and conditions contained or referred to in the Agreement.

All other terms and provisions in the Agreement not inconsistent with this Third Amendment shall remain in full force and effect and are incorporated herein by reference as if set forth in full.

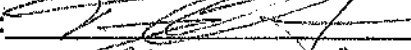
[SIGNATURES ON FOLLOWING PAGE.]


IN WITNESS WHEREOF, City and Contractor have signed this Third Amendment as of the date set opposite their signatures.

CITY OF RIVERSIDE, a California  
charter city and municipal corporation

UTILITY SYSTEMS SCIENCE AND  
SOFTWARE, INC., a California corporation

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

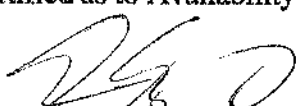
By:   
Its: CHIEF FINANCIAL OFFICER  
Name: ANTHONY CHAVEZ

By:   
Its: PRESIDENT  
Name: GABRIEL CHAVEZ

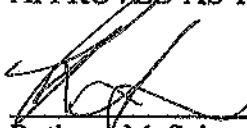
ATTEST:

\_\_\_\_\_  
City Clerk

Certified as to Availability of Funds

  
\_\_\_\_\_  
Chief Financial Officer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ruthann M. Salera  
Deputy City Attorney



### Sole Source Justification Form

Complete and submit this form to the Purchasing Division when requesting exception to the competitive procurement process.

Sole source procurement refers to those purchases where there is only one supplier that can provide the product/service to the City. Please be as thorough and detailed with explanations to assist in the evaluation process.

Date:	04/09/2019	Division:	Sewer
Department:	Public Works	Title:	Senior Admin Analyst
Name:	Bobby Hilo	Vendor ID:	0016927
Requisition No:			
Vendor Name:	Utility Systems Science & Software		

Item Description/  
Scope of Work:

ONSITE ENGINEERING SUPPORT SERVICES, LABOR AND MATERIALS TO CHECK CALIBRATION OF MULTIPROCESSOR METER PLUS CALIBRATION REPORT AT WORK

1. Why is the acquisition restricted to this good/service/supplier? (Explain why the acquisition cannot be competitively bid, and include consequences that would occur from not contracting with this supplier.)

Utility Systems Science and Software (US3) is the only vendor authorized to calibrate and service the Flo-Dar influent flow meters. US3 is also the only vendor authorized for Motorola RTU's and antennas. Considering this, US3 is uniquely qualified to perform the required services.

2. How was the price offered determined to be fair and reasonable? Explain what the basis was for comparison and include cost analyses as applicable. (Compare to vendor's previous or current offer to the City or to another agency/company, market research – or any other method of comparison that will substantiate fair and reasonable pricing in the absence of competition). Attach back-up documentation for reference.

US3 has agreed to keep their pricing from FY 2018/19 the same for the next 3 years of this contract. The pricing is as follows:

Edgemont Metering Station - Quarterly calibration of sensors -	\$8,640
Flo-Dar RWQCP Meters - Quarterly Calibration of Flow Meters -	\$7,980
Radio Support - RTU Programming Time and Materials -	\$8,000
<b>Total</b>	<b>\$24,620 per year or \$73,860 for 3 Years</b>

3. Describe any cost savings realized or costs avoided by acquiring the goods/services from this supplier. Include consequences that would occur from not contracting with this supplier.

Due to US3's ability to certify the accuracy of their calibration services, the WQCP will remain in compliance with regulatory agencies and avoid possible fines. Certified accuracy also ensures that WQCP Operators can make process-control decisions that increase the efficiency of the wastewater treatment process and decrease overall treatment costs. US3 provides a one year warranty on their repair work.

**Certification of Responsibility:**

I am aware of the City of Riverside requirements for competitive bidding and the established criteria for justification of single source purchasing. As an authorized Department representative, I have gathered the required technical information and have made a concentrated effort to review comparable/equal vendors or equipment. I hereby certify the validity of the information and feel confident this justification of single source meets the City's criteria and would withstand audit or vendor protest.

Craig Justice

Digitally signed by Craig Justice  
DN: cn=Craig Justice, o=City of Riverside, ou=PWG -  
Wastewater Division, email=cjustice@cityofriverside.gov, c=US  
Date: 2019.04.09 13:33:05 -0700

04/09/2019

Signature

Date

Department Head

Date

Purchasing Manager (Up to \$50,000)  
Over \$50,000 - Must be submitted for City  
Council Approval with Purchasing Manager  
concurrence.

Date



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Date:	04/09/2019		Division:	Sewer
Department:	Public Works	Title:	Senior Admin Analyst	
Name:	Bobby Hilo	Vendor ID:	0016927	
Requisition No:				
Vendor Name:	Utility Systems Science & Software			

Item Description/  
Scope of Work:

ONSITE ENGINEERING SUPPORT SERVICES, LABOR AND MATERIALS TO CHECK  
CALIBRATION OF ELECTRONIC METER, PUMP CALIBRATION, REPORT AT WORK

1. Why is the acquisition restricted to this good/service/supplier? (Explain why the acquisition cannot be competitively bid, and include consequences that would occur from not contracting with this supplier.)

Utility Systems Science and Software (US3) is the only vendor authorized to calibrate and service the Flo-Dar influent flow meters. US3 is also the only vendor authorized for Motorola RTU's and antennas. Considering this, US3 is uniquely qualified to perform the required services.

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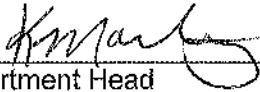
**Craig Justice**

Digitally signed by Craig Justice  
DN: cn=Craig Justice, o=City of Riverside, c=CA, email=craig.jjustice@riversideca.gov, cn=us  
Date: 2019.04.09 13:28:33 -0700

04/09/2019

Signature

Date



5/13/19

Department Head

Date

Purchasing Manager (Up to \$50,000)  
Over \$50,000 - Must be submitted for City  
Council Approval with Purchasing Manager  
concurrence.

Date