

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

UTILIQUEST, LLC

Locating Subsurface Facilities

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 3rd day of September, 2013 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and UTILIQUEST, LLC, a Georgia limited liability company authorized to do business in California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with the Underground Locating Services ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2016 unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Six Hundred Thirteen Thousand Dollars (\$613,000) payable in accordance with the terms set forth in Exhibit "A". Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Utilities Department
City of Riverside
Attn: Pat Hohl
2911 Adams St.
Riverside, CA 92504

To Consultant

Utiliquest, LLC
Attn: Victor S. Overaitis
2575 Westside Parkway Suite 100
Alpharetta, GA 30004

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at

www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "A" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 Design Professional Defined. For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation for Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the

Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation for Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity for Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of

this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability

insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "A", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "A" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 25 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and

other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue and Attorneys' Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees, to be set by the court in such action.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term,

condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibit attached hereto is incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services, which includes the City of Riverside Request For Proposals #1389 and the Utiliquest, LLC Proposal dated May 3, 2013.

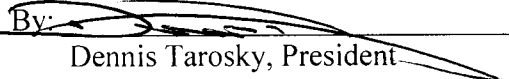
(Signatures on following page)

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

UTILIQUEST, LLC, a Georgia limited
liability company

By: 
City Manager

By: 
Dennis Tarosky, President

Attest: 
City Clerk

By: _____

[Printed Name]

[Title]

Approved as to Form:

By: 
Deputy City Attorney

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CA #13-1547

EXHIBIT “A”

SCOPE OF SERVICES

W A T E R | E N E R G Y | L I F E



P U B L I C U T I L I T I E S

REQUEST FOR PROPOSAL
RFP# 1389

FOR LOCATING SUBSURFACE
FACILITIES

PROPOSAL INSTRUCTIONS, SCOPE OF
WORK,
CONTRACTOR SELECTION AND CONTRACT
AWARD

Proposals Due: May 3, 2013

CITY OF RIVERSIDE
Public Utilities Department
Energy Delivery Division
2013

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Part 1 - INTRODUCTION

The City of Riverside Public Utilities Department (hereinafter referred to as the City), is soliciting proposals from qualified Underground Utility Locating contractors (hereinafter "Contractor") to provide the following:

The work involves responding to all excavation notices received from the One Call Center for excavations within the geographic areas described in Exhibit D and marking facilities for Electric Utility, Water Utility, Sewer Force Main, and an option for Traffic Signals.

To be considered responsive to this Request for Proposal (RFP), Contractors must submit a Proposal in the format identified in this section. All requirements and questions in the RFP must be addressed and all requested data must be supplied. City reserves the right to request additional information that in City's opinion is necessary to assure that the Contractor's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Contract.

QUESTIONS REGARDING THIS RFP

Any questions, interpretations, or clarifications, either administrative or technical, about this RFP must be emailed to phohl@riversideca.gov. All questions will be posted on-line as an Addendum and therefore conveyed to all Contractors. Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. Should the City find that the point in question is not clearly and fully set forth, the City may issue a written Addendum, which will be posted. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions.

Any concerns regarding this RFP must be called to the attention of the City prior to the proposal opening date set forth herein.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the

quality of the proposal. Statements made by a Contractor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Contractor and shall not be chargeable to the City.

DELIVERY/SUBMISSION OF PROPOSALS

Proposals are to be uploaded at www.riversideca.gov/bids before 10:00a.m., on May 3, 2013. This time and date is fixed and extensions will not be granted. Proposals received on-line after the above-noted date and time will not be accepted. Hard copies will be rejected.

Please note that your proposal response is required to be uploaded as described in our documentation. Once your file(s) have been uploaded and the SUBMIT icon has been activated your submission is complete. At that point you will receive an email confirmation from "Active Bidder.com Notification" thanking you for your participation and a submission timestamp.

ALTERNATIVE PROPOSALS

Only one proposal is to be submitted by each Contractor. Multiple proposals will result in rejection of all Proposals submitted by Contractor.

PROPOSAL FORMAT AND CONTENT

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Contractor's demonstrated capability to perform work of this type. Proposals will be limited to 25 pages. Proposals of more than 25 pages will not be considered. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Company Information
- Company Personnel
- Experience and References
- Equipment List
- Pricing

Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should include a brief summary of Contractor's qualifications and Contractor's willingness to enter into a contract under the terms and conditions prescribed by this RFP.

Company Information

This section should include contact person information, address and telephone number of the company main office and any branch offices. In addition, all Proposals must include a completed:

- "Contractor's Qualifications Statement" form (Exhibit C).

If no information is to be filled in a blank space, then write "none". Any supplemental information that Contractor believes may be pertinent to the selection process may be provided.

Company Personnel

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform work for under the Contract. Note: All supervisors must have a minimum of three (3) years of actual field experience and adequate technical background. All Proposals must include a completed:

- "Designation of Subcontractors" form (Exhibit E).

Subcontractors' names and city of business shall be complete and legible. Clearly state that portion of the work to be performed by each subcontractor listed, by trade and by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of all subcontractors. Note: Contractor shall be required to perform, with its own forces, contract work amounting to at least 70% of the total contract price.

Experience and References

Contractors shall present evidence that they have been regularly engaged in performing similar locating services and furnishing such material and equipment, as they propose to perform or furnish and that they are fully prepared with necessary capital, equipment, and material to begin work promptly and to conduct it as required by this RFP. Provide the following:

- At least three (3) references, within the past five (5) years, of clients for whom services are currently performed that are comparable in quality and scope to that specified in this RFP; and

All references shall include names, addresses and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients.

Note: All Contractors must have a minimum of five (5) years locating experience under its current business name, of similar scope and size.

Equipment List

Contractor shall furnish the City with a list indicating the equipment to be used for the project. All equipment shall be in relatively new condition, and in safe and proper working order. City reserves the right to inspect all equipment proposed to be used for the project.

Pricing

Although cost will not be the only factor in the selection process, all Proposals must include "Compensation Schedule" (Exhibit F).

The proposed price(s) shall include full compensation for furnishing all labor, materials, supplies, tools, equipment, and incidentals necessary to complete all work contemplated

and embraced under this RFP. Quantities listed in this RFP are estimates, and no claim shall be made against the City for excess or deficiency therein, actual or relative.

Compensation Schedule Exhibit F should break down the costs associated with locating each utility (Electric, Water, Force Main Sewer), note the cost for an option to locate Traffic Signal facilities, and identify the discount associated with exercising options to locate multiple utilities for the city at the same location.

BIDDER REGISTRATION

All prospective Vendors submitting a RFP package must be registered on the City's Electronic Vendor's List, and must be listed on the "Electronic Bidder List" by subscribing to this RFP on the website at www.riversideca.gov/bids. If the Vendor is not listed on the Electronic Bidders List the RFP package will not be considered.

EXAMINATION OF RFP

The Contractor shall carefully examine the RFP. The submission of a Proposal shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

The Contractor hereby certifies that it has examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract.

ERRORS AND OMISSIONS

If prior to the date fixed for submission of Proposals, a Contractor discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Any clarifications to this RFP by City shall be given by written notice to all parties who have been furnished or who have subscribed to the RFP package.

If Contractor fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to Contractor, or an error that reasonably should have been known to Contractor. Contractor shall submit its Proposal at his/her own risk, and if Contractor is awarded a Contract, Contractor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify this RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to all parties who have subscribed to the RFP package. Copies of Addenda will also be made available for inspection via the City's website: www.riversideca.gov

Contractor shall acknowledge receipt of all Addenda in their Proposal.

Any Addenda issued during the time for submission of proposals will be made a part of the Agreement.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of the individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten or legibly printed on the Proposal. The Contractor shall ensure that an authorized signatory signs the proposal.

An individual submitting a Proposal shall sign and give his or her full name and address.

A partner shall sign for a partnership and the names, titles and addresses of all partners shall be given.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles and addresses of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney or corporate resolution is attached.

WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn prior to the hour and date set forth in the Notice Inviting Proposals. The timely withdrawal of a proposal shall not prejudice the right of a bidder to file a revised proposal.

PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after a contract is awarded. The City reserves the right to make use of any information or idea contained in the Proposal.

Contractor must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that Contractor may obtain.

All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

EVALUATION OF PROPOSALS

An evaluation committee will consist of at a minimum:

- At least two (3) members of the City's Public Utilities Department;
- At least two (1) members of the City's Public Works Department; and
- Purchasing Services representative.

All Proposals shall be reviewed to verify that the Contractor has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, do not provide references, or take unacceptable exceptions to the RFP or the "City's Sample Agreement" (Exhibit A), will be rejected as non-responsive.

Contractors will be evaluated on the basis of the following criteria:

1. 30% Experience and history of performing similar locating services;

2. 10% Qualified personnel, equipment and other resources to meet the scope of services;
3. 15% Financial resources sufficient to maintain solvency while performing the services;
4. 10% Ability and willingness to meet the requirements of the Contract Documents;
5. 35% Proposed costs to perform the services;

The City reserves the right to make observations of existing sites being located by the Contractors to evaluate the quality and quantity of sites and determine the level of competence being performed. These visual observations may be used in the evaluation process.

The City may invite Contractors for an interview on May 9, 2013. Contractors should plan ahead to ensure the appropriate staff are available for this interview.

REJECTION OF PROPOSALS

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Contractor from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that such Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

SELECTION OF CONTRACTOR

Selection of Contractor and execution of contract or rejection of Proposals will be made by the City within 90 calendar days following the Proposal due date. The City reserves the right to reject any and/or all Proposals submitted in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Contractor whose Proposal best complies with all of the requirements of this RFP.

CONTRACT TERM

The initial term of the Agreement shall be for 3 years. At the option of the City, the Agreement may be extended for an additional two –year term based upon acceptable performance by the Contractor, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional year(s) be exercised, City and Contractor shall negotiate any and all price modifications.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Contractor agrees to enter into an Agreement with the City in a substantially similar form to the "Sample Agreement" attached here to as Exhibit A.

In the event of a conflict exists between documents the following order of precedence shall apply:

1. Agreement
2. City of Riverside's Request for Proposals
3. Contractors Response to the Request for Proposals

EXECUTION OF AGREEMENT

After contract award, the following Contract Documents shall be signed and returned by to the City's Public Utilities General Manager within five (5) calendar days from the date the City mails, or by other means, delivers said documents to Contractor:

Duplicate (2) originals of the Agreement in the form included herein, properly executed by Contractor.

Properly executed copies of the Faithful Performance and Payment Bonds in accordance with the requirements set forth. Signature(s) of the individual(s) executing the bonds on behalf of the surety must be notarized.

Properly executed policies or Certificates of Insurance for (a) Commercial General Liability Insurance, (b) Automotive Liability Insurance, including an Additional Insured Endorsement for each policy, and (c) Workers' Compensation/ Employers Liability Insurance in accordance with the requirements set forth in Article 10 of the General Conditions.

In any event that the fifth calendar day falls on Saturday, Sunday, a legal holiday for the State of California, or on days when City Hall is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required bonds and insurance, within the required time period shall be just cause for the recession of the award and the forfeiture of the Proposal Guarantee. If the successful Contractor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Contractor.

RETURN OF PROPOSAL GUARANTEES

Within ten (10) days after award of the Contract, the City Clerk will return those proposal guarantees accompanying Proposals, which are not to be further considered in making the award. All other proposal guarantees will be held until the Contract has been fully executed, after which all proposal guarantees, except those forfeited, will be returned to the respective Contractors.

CANCELLATION

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposal.
The City retains the right to delete items of work from this RFP prior to contract award.

PART 2 – TECHNICAL SPECIFICATION

AREAS OF SERVICE

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

DEFINITIONS

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

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

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

Locate Categories:

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

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

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

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

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

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

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

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

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

Ticket. A transmission received from the appropriate One Call Center.

Contractor At-Fault Damages. Damage to an Underground Facility caused by an excavator performing a Legal Excavation on a Valid Ticket that occurs with respect to a Locatable Underground Facility and that resulted solely and directly from contractor error.

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

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

THE CITY OF RIVERSIDE RIGHTS AND RESPONSIBILITIES

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

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

CONTRACTOR RIGHTS AND RESPONSIBILITIES

Contractor will have data receiving equipment that is compatible with and in compliance with the requirements of the One Call Center.

Contractor will respond to all excavation notices received by contractor from the One Call Center for excavations within the geographic areas described in Exhibit D.

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

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

The location of all markings will be consistent with the requirements and guidelines of the appropriate One Call Center.

Contractor will endeavor to perform all locates within the response time requirements contained herein for each Locate Category or contact the excavator to make other arrangements. Because neither the City of Riverside nor contractor can control the volume of locate requests on any given day, contractor will perform the locate, even if after the response time requirements contained herein, as long as the excavator has not completed the excavation and the excavator was properly notified by contractor in a timely manner prior to the excavation that the locate had not been performed.

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

If water in a manhole or other underground structure impedes contractor's ability to perform a quality locate, contractor will notify the City of Riverside. The City of Riverside will pump the water or determine what other actions it will take in order to enable the Locate to be completed.

The field locator will document the completion of all locates to the contractor branch office, which will maintain a record of this information and provide it to the City of Riverside representatives upon request.

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

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

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

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

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

SAFETY

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

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

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

NUMBER OF TICKETS

The average number of locate tickets from the Dig Alert call center in 2012 was 5, 214 Electric, 6,298 Water, 3,260 Traffic Signals, and estimated 750 Force Main Sewer. If activity returned to 2006/2007 levels, Electric and Water would be in the 13,000-15,000 per year range.

COMPENSATION

The compensation for all services to be paid by the City of Riverside to contractor is at those rates specified in Exhibit F. Should additional services be necessary, the City of Riverside's City Manager, or his designee, shall be authorized to approve increases in the total compensation through the change order process provided that the cumulative does not exceed twenty-five percent (25%) of the original contract price. Any increases over twenty-five percent (25%) of the original contract price will be made by a written supplemental agreement and approved by the City of Riverside's City Council.

Hourly rate schedules for work performed under this Agreement are found in Exhibit F.

Definitions for standard rates and after hours call-out rates are:

Standard Rate: Rate applicable for locates performed during standard working hours.

Standard Working Hours: 7:00 a.m. to 4:00 p.m., Monday through Friday.

After Hours Call Out Rate: Rate applicable for locates performed when contractor responds outside standard hours and/or days as defined above.

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

A request to remark after the start of excavation will be considered an additional Locate Request.

If contractor finds the City of Riverside's facilities at a work site covered by a transmission on which the City of Riverside's code is not included, or has been screened by the City of Riverside, contractor will locate and mark those facilities and bill the City of Riverside at the normal rate. Contractor will notify the City of Riverside so that the City of Riverside can ensure future transmissions for that site include its code.

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

Contractors or Suppliers must be set up for this payment process in order to be compensated for materials and/or services.

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

BILLING

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

The City of Riverside – Electric Field
2911 Adam Street
Riverside, CA 92504

Contractor will attach to the billing a report containing a listing of Ticket number issued by the One Call Center, of all of the locate requests responded to by contractor, sorted by locate category and date, and showing the total units being billed.

The City of Riverside may initiate a review or audit of any open invoice for services.

Contractor will maintain complete and accurate records of all amounts billable to and payments made hereunder in accordance with generally accepted accounting principles.

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

DAMAGE NOTIFICATION AND INVESTIGATION PROCEDURES

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

- Date and time actual dig-in occurred
- Date and time actual dig-in was reported
- Location of reported dig-in
- Any known circumstances surrounding the dig-in
- Name of firm and/or individual reporting damage
- The City of Riverside's estimated time of arrival to begin damage investigation and meet with Contractor's quality assurance representative.

Successful notification requires that the City of Riverside receive from contractor a confirmation number. This ensures that both parties have evidence of the notification, thereby avoiding misunderstandings.

Contractor Responsibilities. Contractor will provide reasonable assistance to the City of Riverside in the investigation of a damage caused by a dig-in. If contractor receives notice of a dig-in that has caused any type of damage, or has been reported to have caused any type of damage, to the City of Riverside's Underground Facilities from any party other than a

representative of the City of Riverside, contractor will notify the City of Riverside within four hours or, if contractor is notified outside of normal business hours, at the start of the next business day. Contractor will report to the City of Riverside:

- Date and time dig-in is believed to have occurred
- Date and time actual dig-in was reported to contractor
- Location of reported dig-in
- Any known circumstances surrounding the dig-in
- Name of firm and/or individual reporting damage
- Contractor's estimated time of arrival to begin damage investigation and meet with the City of Riverside's quality assurance representative.

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

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

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

SUPERVISION AND INSPECTION

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

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

USE OF CONFIDENTIAL INFORMATION

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

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

RIGHT OF ACCESS

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

PLANT AND WORK RULES

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

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Executive Summary

UTILIQUEST OFFERS THE BEST VALUE FOR UTILITY LOCATING SERVICES

UtiliQuest's response to the CITY OF RIVERSIDE's Request for Proposal to perform Locating Services provides the CITY with the optimal damage prevention service offering. As evidenced by service over the past several years.

Our offering for the CITY OF RIVERSIDE features the following value-added services:

- The most experienced technicians in the locating industry
- Full coverage of your entire service area
- Damage investigation services to assist with claims, collections and overall support for damage prevention

We are fully committed to the success of this initiative. Furthermore, the entire UtiliQuest team – from our senior management to our field technicians – will continue to work diligently to ensure your complete satisfaction of our performance.

We have enjoyed our relationship with the City of Riverside over the past several years and hope our offering will allow us to continue and grow as your damage prevention partner. If you need any additional information or have any questions about the information presented in this proposal, please do not hesitate to contact Victor Overaitis by phone at 678-446-3220 or via email at victor.overaitis@utiliquest.com.

Company Information

STATEMENT OF QUALIFICATIONS

UtiliQuest, LLC is the nation's leading provider of damage prevention solutions and infrastructure related services to major telecommunications, gas, electric and water companies. The company has operated as a utility locating services provider since 1985, and its services have included engineering, planning, drafting, utility locating, and other technical services to major electric, gas, and telecommunication companies.

In November 1998, UtiliQuest acquired the Locating Division of Kelly Cable Corporation in Denver, CO. In October 2002, UtiliQuest acquired Underground Technology Incorporated (UTI) headquartered in Ventura, CA. The combined resources of UtiliQuest, Kelly Cable's Locating Division and UTI created the nation's largest and most recognized underground facility locating family. In December 2003, UtiliQuest became a wholly owned subsidiary of Dycom Industries NYSE Symbol (DY). Dycom is a leading national provider of engineering, construction and maintenance services to telecommunications, electrical, cable television and multiple system operators.

UtiliQuest has over 1,400 personnel working from 29 offices in more than 15 states and the District of Columbia. UtiliQuest handles over 50,000 utility locating notices per day at a locating accuracy that is greater than 99.96%.

UtiliQuest's experience, innovation, and commitment to providing value-added services have resulted in safer excavations, reduced damages, improved data accuracy and lower cost services for our many clients across the country. This commitment and the people behind it are the foundation of UtiliQuest's continuing leadership of the outsourced services industry.

Company Personnel

With operations throughout California, our technicians are well-versed in locating subsurface facilities and their years of experience ranges from one (1) to ten plus (10+) years in the industry. Below find brief information on our key personnel who have responsibility for this contract:

Willy Stewart (805.857.2201)

Experience 28 Years in the Locating Industry
Vice President of California Operations

Kev Bagoian (562.824.0115)

Experience 19 Years in the Locating Industry
Director of Southern California Operations

Mark Hinshaw (760.559.1944)

Experience 21 Years in the Locating Industry
Manager of Riverside/Commerce Center Operations (Serves the City of Riverside)

We do not subcontract any of our locating work.

Experience and References

As we stated earlier under the Company Information Section, UtiliQuest, LLC is the nation's leading provider of locating services for telecommunications, gas, electric and water utilities in the country. Below are some of our references as requested in the RFP.

REFERENCES

Southern California Edison Electric

Contact Person: Tim Bresnahan
26100 Menifee Road
Romoland, CA 92585
Phone Number: 760.533.7550
Dollar Value of Contract: Confidential

San Diego Gas & Electric

Contact Person: Jerry Davis
8315 Century Park Court
San Diego, CA 92123
Phone Number: 858.650.4047
Dollar Value of Contract: Confidential

Time Warner CA

Contact Person: Mike Zornes
150 Auto Center Drive
Ontario, CA 91761
Phone Number: 909.975.3438
Dollar Value of Contract: Confidential

Equipment List

Each of our technicians is equipped with a small pick-up truck. Our fleet of vehicles is less than five (5) years old. Each technician also has a Panasonic Toughbook, laptop computer in their vehicle and they use state of the art locating equipment to mark subsurface facilities. Our laptops and cable locators are also less than five (5) years old.

Pricing

Please refer to the Compensation Schedule, Exhibit F of our response. To the extent that The Professional Consultant Services Agreement may contain language that addresses Work Product or Intellectual Property, UtiliQuest's reserves the right to renegotiate this language to properly protect the rights of both the City of Riverside and UtiliQuest in the final version of the contract.

EXHIBIT C

CONTRACTOR'S QUALIFICATIONS STATEMENT

CONTRACTOR NAME: UtiliQuest, LLC

1. ORGANIZATION

1.1.0 How many years has your organization been in business as a Contractor? 26 years

1.2.0 How many years has your organization been in business under its present name? 15 years

1.2.1 Under what other names has your organization operated?

Underground Technologies, Inc.
Byers Engineering

1.3.0 If your organization is a **corporation**, answer the following:

1.3.1 Date of incorporation: 1998

1.3.2 State of incorporation: GA

1.3.3 Corporate ID number: 58-2379970

1.3.4 President's name: Dennis Tarosky

1.3.5 Agent for Service of Process: CT Corporation

1.4.0 If your organization is a **partnership**, answer the following:

1.4.1 Date of organization: N/A

1.4.2 Type of partnership (if applicable): N/A

1.4.3 Name(s) of general partner(s):

N/A

EXHIBIT C

CONTRACTOR'S QUALIFICATIONS STATEMENT

1.5.0 If your organization is **individually owned**, answer the following:

1.5.1 Date of organization: N/A

1.5.2 Name of owner: N/A

1.6.0 If the form of your organization is **other than those listed above**, describe it and name the principals:

N/A

2. LICENSING

2.1.0 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

N/A

2.2.0 List any other certifications held by your organization, and the name under which they are held.

N/A

3. EXPERIENCE

3.1.0 List the categories of work that your organization normally performs with its own forces.

Underground Utility Locating Services
Meter Reading Services

EXHIBIT C

CONTRACTOR'S QUALIFICATIONS STATEMENT

- 3.2.0 List all Underground Facility Locating Services contracts your organization has completed in the past five years, giving the name of project, owner, owner's phone number, project manager, Contract amount, Contract end date and percentage of the cost of the work performed with your own forces.

See our response to 3.4.0 below.

- 3.3.0 State average annual amount facility locating services performed during the past five years:

| | | | |
|------|------|----|-------------|
| Year | 2012 | \$ | 115,000,000 |
| Year | 2011 | \$ | 130,000,000 |
| Year | 2010 | \$ | 145,000,000 |
| Year | | \$ | |
| Year | | \$ | |

- 3.4.0 List the Underground facility Locating Service contracts and/or projects your organization has in progress, giving the name of the project, owner/contact, and annual contract amount.

Southern California Edison-Tim Bresnahan-Contract Value-Confidential
San Diego Gas & Electric-Jerry Davis-Contract Value-Confidential
Time Warner,CA - Mike Zornes - Contract Value - Confidential

- 3.5.0 Has your organization, under its current name or any previous names, ever failed to complete any work/contract awarded to it? (If Yes, please explain)

No .

EXHIBIT C

CONTRACTOR'S QUALIFICATIONS STATEMENT

4.0 CLAIMS AND LAWSUITS

- 4.1.0 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or any its officers? (If Yes, please describe)

Yes, we have been involved in claims process with respect to damages being brought against excavators. This is a customary practice with the locating industry.

- 4.2.0 Has your organization filed any law suits or requested arbitration with regard to any of its contracts within the last five (5) years? (If Yes, please explain)

No .

- 4.3.0 During the past five years, have any claims been made against any performance or payment bond maintained in connection with an Underground Facility Locating contract? (If Yes, please describe)

No .

DESIGNATION OF SUBCONTRACTORS

UtiliQuest, LLC

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor/Contractor in connection with the services to be provided pursuant to this RFP.

2. The portion and estimated dollar amount of the work that will be done by each subcontractor.
3. If the Contractor/Contractor fails to specify a subcontractor, or if more than one subcontractor is listed for the same portion for work to be performed under the Contract, Contractor agrees that it is fully qualified to perform that portion of work, and shall perform said work. If after award of Contract, the Contractor subcontracts any such portion of the work, the Contractor shall be subject to the statutory penalties.
4. The Contractor shall not substitute any subcontractor in place of the subcontractor listed in below without prior written approval from the City.
5. Any violation of the above provisions may be considered to be a breach of the Contract and the City may exercise the option, in its own discretion, of (1) terminating the Contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved.

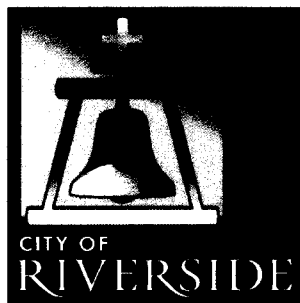
[illegible]

EXHIBIT F
The City of Riverside
COMPENSATION SCHEDULE

| Item | Cost Per Unit |
|--|----------------------------|
| Per Transmission* - Electric | \$ 10.45 |
| Per Transmission* - Water | \$ 10.45 |
| Per Transmission* - Sewer Force Main | \$ 12.20 |
| Per Transmission – Traffic Signals (option) | \$10.45 |
| Identify any discount(s) for locating multiple utilities at a location. No charge for communications when on the same ticket as electric. (\$10.45 when communications marked separately) | |
| HOURLY RATES | Cost / Hour |
| During Standard Hours (including stand-by, route patrol, investigations, testifying on the city's behalf, pumping water from underground structures at the City of Riverside's direction, etc.) | \$/Hr. \$52.50 per hour |
| After-Hours Call Outs | \$60.00 \$/Hr. |

*One unit for each 400 linear feet located

**COUNCIL/AGENCY
MEMBERS**



**CITY COUNCIL
AND
SUCCESSOR AGENCY
MINUTES**

TUESDAY, AUGUST 27, 2013, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

City of Arts & Innovation

| G A R D N E R | M E L E N D R E Z | G U T I E R R E Z | D A V I S | M A C A R T H U R | P E R R Y | A D A M S |
|---------------------------------|---|---|-----------------------|---|-----------------------|-----------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |

WARDS

AGREEMENT - UNDERGROUND LOCATING SERVICES

The City Council approved the Professional Consultant Services Agreement with Utiliquest L.L.C. in an amount not-to-exceed \$613,397 for underground locating services to maintain safety and reliability of water and electric systems in the City as required by Government Code Section 4216.

INCENTIVE PAYMENT - UNIVERSITY OF CALIFORNIA, RIVERSIDE THERMAL ENERGY STORAGE

The City Council approved the incentive payment of \$1 million to the University of California, Riverside (UCR) for the installation of an additional 2 million gallon Thermal Energy Storage Facility, or a mutually agreed upon equivalent at UCR.

AGREEMENT AMENDMENT - SHARING HOUSEHOLDS ASSIST RIVERSIDE'S ENERGY PROGRAM

The City Council (1) approved the Thirteenth Amendment to the Sharing Households Assist Riverside Energy (SHARE) Agreement with the County of Riverside Department of Public Social Services – Department of Community Action in the amount of \$1.9 million to extend the SHARE program through June 30, 2014 in; (2) authorize the City Manager, or his designee, to approve payments up to 25 percent, or \$475,000, above the SHARE Agreement amount if allocated funds are depleted before the contract term ends; and (3) requested that the appropriate County of Riverside Department of Public Social Services – Department of Community Action Administrator submit quarterly reports on the SHARE program due within 30 days of the quarter to the General Manager, or his designee, that include; (1) list of the names of the SHARE Riverside Public Utilities' recipients and the date that assistance was received; (2) identification of the County's costs for administering the SHARE program during the period of time covered by the report; and (3) any other information that RPU staff may request that gives more insight into the operations of the SHARE program.

MEMORANDUM OF UNDERSTANDING - CHALLENGE TO RIALTO GENERAL PLAN UPDATE

The City Council approved the Memorandum of Understanding with the City of Rialto to dismiss the City of Riverside's challenge to the Rialto General Plan update and work cooperatively toward a regional traffic solution.

MAYOR/COUNCILMEMBER COMMUNICATIONS

LEGISLATIVE REPORTS

There was nothing to report on the CA Cities Advocate dated



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
08/29/2013

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 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 Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191 | CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED UtiliQuest, LLC 2575 Westside Parkway, Suite 100 Alpharetta, GA 30004 | INSURER A: Liberty Mutual Fire Insurance Company | NAIC #: 23035-001 |
| | INSURER B: Westchester Fire Insurance Company | 10030-001 |
| | INSURER C: Liberty Insurance Corporation | 42404-001 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER: 20288978****REVISION NUMBER: See Remarks**

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.

| INSR LTR | TYPE OF INSURANCE | ADD'L INSRD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|---|--|-------------|------------------------------------|----------------------------|----------------------------|--|
| A | GENERAL LIABILITY | Y | | TB2631004260013 | 7/31/2013 | 7/31/2014 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ |
| | | | | | | | PERSONAL & ADV INJURY \$ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 5,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | Y | | AS2631004260023 | 7/31/2013 | 7/31/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | G22049860008 | 7/31/2013 | 7/31/2014 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N <input checked="" type="checkbox"/> N | N/A | WC7631004260043 WA763D004260033 | 7/31/2013 7/31/2013 | 7/31/2014 7/31/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | | | | |

APPROVED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 7/18/2013 WITH ID: 20132152

Workers' Compensation in State of Washington is Self Insured

City of Riverside is Additional Insured for General Liability and Automobile Liability, as required by written contract.

Physical Damage coverage is Self-Insured.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Riverside 3900 Main Street Riverside, CA 92522 | 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 |

Coll:4197630 Tpl:1679937 Cert:20288978 © 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2013

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 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
Marsh USA, Inc.
1560 Sawgrass Corporate Pkwy, Suite 300
Sunrise, FL 33323
Attn: Atlanta.CertRequest@marsh.com Fax: 212-948-4321

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Evanston Insurance Company

35378

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
UTILIQUEST, LLC
2575 Westside Parkway, Suite 100
Alpharetta, GA 30004

COVERAGES**CERTIFICATE NUMBER:**

ATL-003197997-21

REVISION NUMBER:5

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ |
| | | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | | GENERAL AGGREGATE \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | PRODUCTS - COMP/OP AGG \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | | | | OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | ERRORS & OMISSIONS | | | AE822238 | 10/14/2012 | 10/14/2013 | EACH CLAIM: 1,000,000 |
| | PROFESSIONAL LIABILITY | | | | | | EACH AGGREGATE: 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Riverside
2911 Adams Street
Riverside, CA 92504

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
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

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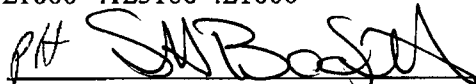
DATE: 7-25-2013

CONTRACTOR: Utiliquest LLC

DESCRIPTION: PCS Locating Subsurface Facilities

DEPARTMENT: Public Utilities

BUDGET ACCOUNT (GL Key and Object):
6105000-421000 6205000-421000 4125100-421000

DEPT. HEAD APPROVAL: 

RETURN TO Laura Martinez, EXT. 4276, CITY CLERK'S OFFICE

RECEIVED

JUL 26 2013

City of Riverside
City Clerk's Office