

**FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

UTILIQUEST, LLC

Locating Subsurface Facilities

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("First Amendment") is made and entered into this 28th day of June, 2016, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and UTILIQUEST, LLC, a Georgia limited liability company authorized to do business in California ("Consultant"), with respect to the following facts:

RECITALS

WHEREAS, on September 3, 2013, City and Consultant entered into a Professional Consultant Services Agreement for Locating Subsurface Facilities ("Agreement"), expiring on June 30, 2016; and

WHEREAS, City is satisfied with the performance of Consultant; and

WHEREAS, the City had budgeted the amount of \$613,000 for the initial term of the Agreement, but due to increased development within the City, that amount needs to be increased by \$147,000; and

WHEREAS, City has requested that Consultant continue to provide the services under the Agreement for an additional two year period, at the same pricing as set forth in the Agreement for the first year of the extended term of the Agreement and with a 2.5% increase in pricing for the second year of the extended term of the Agreement, in an amount not to exceed \$660,000.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Consultant agree as follows:

1. The term of the Agreement is hereby extended by two years, to June 30, 2018. Consultant shall continue to provide the Services identified in the Agreement during the extended term of the Agreement.

2. Section 3, "Compensation/Payment" is hereby amended by adding an additional One Hundred and Forty-Seven Thousand Dollars (\$147,000) for Services during the initial term of the Agreement and an additional Six Hundred Sixty Thousand Dollars (\$660,000) for the Services during the extended term of the Agreement, for an total increased contract amount not to exceed One Million Four Hundred and Twenty Thousand Dollars (\$1,420,000). Compensation for such Services for the extended term of the Agreement (July 1, 2016 through

June 30, 2018) shall be in accord with the Amended Compensation Schedule, attached hereto as Exhibit A-1 and incorporated herein by this reference.

4. All terms and conditions of the Agreement not inconsistent with this First Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Consultant have caused this First Amendment to Professional Consultant Services Agreement for Locating Subsurface Facilities to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____

City Manager

Attest: _____

City Clerk

UTILIQUEST, LLC, a
Georgia limited liability company
authorized to do business in California

By: _____

Dennis Tarosky, President
[Name and Title]

By: _____

Terry Fordham, E.V.P.
[Name and Title]

APPROVED AS TO FORM:

By: _____

Assistant City Attorney

EXHIBIT A-1
AMENDED COMPENSATION SCHEDULE

EXHIBIT A-1

City of Riverside

AMENDED COMPENSATION SCHEDULE RATES FOR JULY 1, 2016 – JUNE 20, 2017 (Held from FY 15/16)

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.)	\$52.50 per hour
After-Hours Call Outs	\$60.00 per hour

AMENDED COMPENSATION SCHEDULE NEW RATES FOR JULY 1, 2017 – JUNE 20, 2018 (2.5% INCREASE)

Item	Cost Per Unit
Per Transmission * - Electric	\$10.71
Per Transmission * - Water	\$10.71
Per Transmission * - Sewer Force Main	\$12.50
Per Transmission – Traffic Signals (option)	\$10.71
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.)	\$53.81 per hour
After-Hours Call Outs	\$61.50 per hour



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/14/2015

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
MCGRUFF, SEIBELS & WILLIAMS OF GEORGIA INC.
5605 Glenridge Drive - Suite 300
Atlanta, GA 30342

CONTACT
NAME:
PHONE (A/C, No, Ext): 404 497-7500
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
UTILIQWEST, LLC
2575 Westside Parkway, Suite 100
Alpharetta, GA 30004

COVERAGES

CERTIFICATE NUMBER: R46R2NNJ

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
						PRODUCTS COMP/OP AGG \$
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	<input type="checkbox"/> OTHER					
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE POLICY LIMIT \$
A	Errors and Omissions Professional Liability		AE824117	10/14/2015	10/14/2016	Each Claim \$ 1,000,000 Aggregate \$ 1,000,000 \$ \$ \$

APPROVED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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

[Signature]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2015

Page 1 of 1

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		
INSURED UtiliQuest, LLC 2575 Westside Parkway, Suite 100 Alpharetta, GA 30004		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Liberty Mutual Fire Insurance Company		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: 23335283

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		TB2631004260015	7/31/2015	7/31/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		AS2631004260025	7/31/2015	7/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			G22049860010	7/31/2015	7/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA763D004260035 WC7631004260045	7/31/2015 7/31/2015	7/31/2016 7/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' Compensation in State of Washington is Self Insured

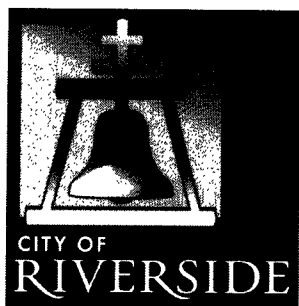
City of Riverside is Additional Insured for General Liability and Automobile Liability, as required by written contract.

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



City of Arts & Innovation

CITY COUNCIL MINUTES

TUESDAY, JUNE 21, 2016, 2 P.M.
ART PICK COUNCIL CHAMBER
CITY HALL
3900 MAIN STREET

COUNCILMEMBERS

	G A R D N E R	M E L E N D R E Z	S O U B I R O U S	D A V I S	M A C A R T H U R	P E R R Y	B U R N A R D
WARDS	1	2	3	4	5	6	7
<p>AGREEMENT - LANDSCAPE MAINTENANCE SERVICES - FREEWAY ON/OFF RAMPS The City Council (1) approved and authorized the City Manager, or his designee, to execute an agreement with Pacific Coast Landscape and Design, Inc., in the amount of \$264,000 from the Public Works Department Budget with a term ending June 30, 2019, for landscape maintenance services for freeway on and off ramps; and (2) authorized the City Manager, or his designee, to execute future amendments to the agreement, add additional maintenance areas, and extend the term for up to two additional years, subject to the availability of budgeted funds.</p> <p>AGREEMENT AMENDMENT - LOCATING SUBSURFACE FACILITIES The City Council (1) approved the expenditure of \$22,940 for the Public Works sewer portion of the First Amendment to Professional Consultant Services Agreement with Utilquest, LLC, for underground locating services; and (2) approved the First Amendment to Professional Consultant Services Agreement with Utilquest, LLC, in the amount of \$807,000, for underground locating services for Riverside Public Utilities Electric, Water, and Public Works Sewer and extending the term through June 30, 2018.</p> <p><u>DISCUSSION CALENDAR</u></p> <p>FISCAL YEAR 2016-17 AND 2017-18 TWO-YEAR BUDGET - RESOLUTION Following discussion, the City Council (1) adopted a resolution approving the Two-Year Budget for Fiscal Years 2016-17 and 2017-18 totaling \$990,268,568 in Fiscal Year 2016-17 and \$971,380,144 in Fiscal Year 2017-18 across all funds as amended by the budget reduction measures and other adjustments as outlined in the written staff report; and (2) approved the modification of the Personnel Detail Section of the City's Proposed Two-Year Budget to reflect the additional forty-five (45) full-time equivalent (FTE) positions in the Information and Technology (IT) Department as outlined in the written staff report. The addition of these forty-five positions were approved by the City Council on May 17, 2016, when it adopted Resolution No. 22996 amending the Fringe Benefits and Salary Plan; whereupon, the title having been read and further reading waived, Resolution No. 23012 of the City Council of the City of Riverside, California, Adopting the Two-Year Budget of the City of Riverside for the Fiscal Years Beginning July 1, 2016, and Ending June 30, 2017, and Beginning July 1, 2017, and Ending June 30, 2018, was presented adopted.</p>							
Motion Second All Ayes	X				X		

DATE: May 23, 2016

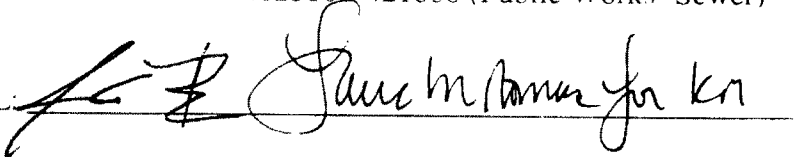
CONTRACTOR: Utiliquest, LLC

DESCRIPTION: First Amendment to Professional Consultant Services Agreement for
Underground Utility Locating Services

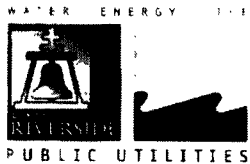
DEPARTMENT: Public Utilities- Electric Field & Water Field, Public Works

BUDGET ACCOUNT (GL Key and Object): 6105000-421000 (Electric Field)
6205000-421000 (Water Field)
4125100-421000 (Public Works- Sewer)

DEPT. HEAD APPROVAL:

A handwritten signature in black ink, appearing to read "Leslie Mitchell", is written over a horizontal line.

RETURN TO LESLIE MITCHELL, EXT. 4276, CITY CLERK'S OFFICE



Riverside Public Utilities

Energy Delivery Engineering

AGREEMENT ROUTING FORM

Contractor:	UTILIQUEST, LLC		Contract Value:	\$1,420,000
Project:	Amendment to Agreement for Underground Utility Locating Services			
Date	Routed To	Action	<input type="checkbox"/>	Initial
	Pat Hohl, AGM	Review and INITIAL Dept. Head approval form.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Kevin Milligan, Deputy General Manager	Review and SIGN Dept. Head Approval Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6/22/16	Gayle Gehrmann, Administrative Assistant	When signatures complete, send package to Susan Wilson, Deputy City Attorney. EMAIL COPY TO Stephanie Heyl. 4/3/36 330PM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	Susan Wilson, Deputy City Attorney	Reviewed and approve as to form Forward to City Clerk's office.	<input type="checkbox"/>	
	City Clerk's Office	City Clerk will attest, get City Mgr signature if needed and keep executed original. EMAIL COPY TO Stephanie Heyl.	<input type="checkbox"/>	
	Stephanie Heyl	File copy and send copy of Agreement to vendor Inform Electric Field Manager.	<input type="checkbox"/>	
Notes/Comments: RPU wishes to extend the Agreement with Utiliquest for Underground Utility Locating Services for an additional 2-year term. <i>S. Heyl 5/23/16</i>				