

**SECOND AMENDMENT TO  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

**UTILIQUEST, LLC**

**Locating Subsurface Facilities**

THIS SECOND AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Second Amendment”) is made and entered into this ~~30<sup>th</sup>~~<sup>17<sup>th</sup></sup> day of ~~June~~<sup>September</sup>, 2018, 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, on June 28, 2016, City and Contractor entered into a First Amendment to Professional Consultant Services Agreement for Locating Subsurface Facilities (“First Amendment”), expiring on June 30, 2018; and

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

WHEREAS, City has requested that Consultant continue to provide the services under the Agreement for an additional three-year period, at the same pricing as set forth in the Agreement for the first year of the extended term of the Agreement (\$345,000) and with a 1.5% increase in pricing for the second and third years of the extended term of the Agreement (\$349,800 and \$357,672) in a total three-year amount not to exceed \$1,053,000.

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 three years, to June 30, 2021. 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 replacing the existing Exhibit “A-1” with Exhibit “A-2.” Compensation for such Services for the extended term of the Agreement (July 1, 2018 through June 30, 2021), shall be in accord with the Amended Compensation Schedule, attached hereto as Exhibit “A-2” and incorporated herein by reference.

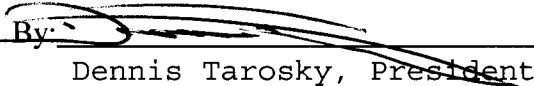
3. All terms and conditions of the Agreement not inconsistent with this Second Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

IN WITNESS WHEREOF, City and Consultant have caused this Second 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

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

By:  \_\_\_\_\_  
Al Zelinka  
City Manager

By:  \_\_\_\_\_  
Dennis Tarosky, President

Attest:  
 \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Attest

By:  \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
[Name and Title]

By:  \_\_\_\_\_  
Assistant City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:


BY:  \_\_\_\_\_  
Chief Financial Officer / City Treasurer

EXHIBIT A-2  
AMENDED COMPENSATION SCHEDULE

Year One (July 1, 2018 – June 30, 2019): Annual amount not to exceed \$345,000

Electric:	\$10.71 / Unit
Water:	\$10.71 / Unit
Sewer:	\$12.50 / Unit
Traffic Signals:	\$10.71 / Unit
Standard Hourly:	\$53.81 / Per Hour
After-Hours Call Outs:	\$61.50 / Per Hour

Year Two (July 1, 2019 – June 30, 2020) 1.5% increase in Rates: Annual amount not to exceed \$349,800

Electric:	\$10.87 / Unit
Water:	\$10.87 / Unit
Sewer:	\$12.69 / Unit
Traffic Signals:	\$10.87 / Unit
Standard Hourly:	\$54.62 / Per Hour
After-Hours Call Outs:	\$62.42 / Per Hour

Year Three (July 1, 2020 – June 30, 2021) 1.5% increase in Rates: Annual amount not to exceed \$357,652.

Electric:	\$11.03 / Unit
Water:	\$11.03 / Unit
Sewer:	\$12.88 / Unit
Traffic Signals:	\$11.03 / Unit
Standard Hourly:	\$55.44 / Per Hour
After-Hours Call Outs:	\$63.36 / Per Hour



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/30/2018

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

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

<b>PRODUCER</b> Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323  102-986-923--GAWU-18-19  <b>INSURED</b> UtiliQuest, LLC 2575 Westside Parkway, Suite 100 Alpharetta, GA 30004	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Liberty Mutual Fire Insurance Company	<b>NAIC #</b> 23035
	<b>INSURER B :</b> LM Insurance Corporation	33600
	<b>INSURER C :</b> Westchester Fire Insurance Company	10030
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** ATL-004675631-06                      **REVISION NUMBER:** 2

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 SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		TB2-631-004260-018	01/31/2018	01/31/2019	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 \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-631-004260-028	01/31/2018	01/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		G22049860 012	07/31/2017	01/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N    N/A	WA5-63D-004260-038 (AOS) WC5-631-004260-048 (MN WI)	01/31/2018	01/31/2019	<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)**  
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	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE of Marsh USA Inc.</b> Manashi Mukherjee <i>Manashi Mukherjee</i>

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DEPARTMENT HEAD APPROVAL FORM  
Contracts/Agreements

DATE: July 10, 2018

PARTIES: Utiliquest, LLC

RECEIVED  
JUL 12 2018  
FINANCE  
ADMIN

PROJECT DESCRIPTION: Second Amendment for Utiliquest LLC., Locating Subsurface – Three Year Extension.

SCOPE OF CONTRACT/SERVICE: Not to exceed 1,053,000, over three year agreement.

IF AN AMENDMENT, REASON FOR AMENDMENT: Utiliquest contract expires June 30, 2018. Extension granted per City Attorney and Purchasing.

DEPARTMENT: Riverside Public Utilities – Energy Delivery

BUDGET ACCOUNT (GL Key and Object):

Electric- 6105009230-42100006

Water- 6205009230-42100006

Sewer- 4125100-4210006

DEPT. HEAD APPROVAL: 

PROCUREMENT:

Verification that procurement of goods, services, construction, etc., was done in conjunction with the City's purchasing policies and procedure:

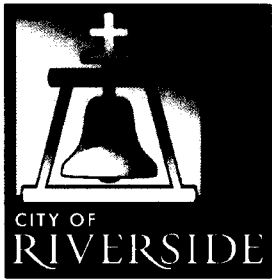
- ( ) Formal Procurement (Bid #, RFP #, panel, etc.): \_\_\_\_\_
- (X) Informal Procurement (Three quotes, single/sole source, under non-bidding threshold, etc.): Consultant Panel, sent to ten only one proposal received.  
Per Purchasing Resolution 23256 Section 702.e
- ( ) Emergency Procurement (date, event, etc.): \_\_\_\_\_

( X ) Requisition Number: Y189728

( X ) Date Approved by City Council/Board: Anticipated RPU Board 8/13/2018

Purchasing Division Validation: JC Date: 7-17-118

PLEASE RETURN TO: City Clerk's Office, Ext. 4276, DAlegria@riversideca.gov



*City of Arts & Innovation*

**CITY COUNCIL  
MINUTES**

TUESDAY, SEPTEMBER 11, 2018, 3 P.M.  
ART PICK COUNCIL CHAMBER  
CITY HALL  
3900 MAIN STREET

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	C O N D E R	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

MEMORANDUM OF UNDERSTANDING - UNIVERSITY/EASTSIDE COMMUNITY COLLABORATIVE - EDUCATIONAL AND SERVICE PROGRAMS FOR YOUTH

The City Council (1) approved a Memorandum of Understanding between the Regents of the University of California, Riverside, Riverside Unified School District, and the City in the amount of \$55,000 annually and \$636,087 of in-kind services among all participants from Parks, Recreation, and Community Services Department Budget for the University/Eastside Community Collaborative to provide educational and service programs to youth residing or attending schools in the Eastside community of Riverside through August 31, 2021; and (2) authorized the City Manager, or his designee, to execute the Memorandum of Understanding, extensions and/or amendments as provided for in the original agreement and subject to the availability of budgeted funds.

AGREEMENT AMENDMENT - UNDERGROUND FACILITY LOCATING SERVICES

The City Council approved (1) the expenditure of \$78,000 for the Public Works sewer portion of the Second Amendment to Professional Consultant Services Agreement with Utiliquest, LLC for underground locating services; and (2) the Second Amendment to Professional Consultant Services Agreement with Utiliquest, LLC, extending the term for three years through June 30, 2021, in the amount of \$1,052,472, for a total contract amount of \$2,472,869 from Public Utilities and Public Works Department Budgets for underground locating services for Public Utilities and Public Works.

FISCAL YEAR 2017-18 SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY BI-ANNUAL EXPENDITURE REPORT

The City Council received and ordered filed the Southern California Public Power Authority bi-annual expenditure report for Fiscal Year 2017-18.