

**FOURTH AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
UTILIQUEST, LLC.**

**1. PARTIES AND DATE.**

This Fourth Amendment to the Maintenance/General Services Agreement (“Fourth Amendment”) is made and entered into this 5th day of August 2020 by and between the City of Corona (“City”) and UtiliQuest, LLC, a limited liability company (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Third Amendment.

**2. RECITALS.**

2.1 Agreement. City and Contractor entered into that certain Maintenance/General Services Agreement dated September 16, 2015 (“Agreement”), whereby Contractor agreed to provide underground facility locating and marking services.

2.2 Prior Amendments. City and Contractor entered into that certain First Amendment to the Maintenance/General Services Agreement on or about October 23, 2017 (“First Amendment”). City and Contractor entered into that certain Second Amendment to the Maintenance/General Services Agreement on or about January 15, 2020 (“Second Amendment”). City and Contractor entered into that certain Third Amendment to the Maintenance/General Services Agreement on or about February 19, 2020 (“Third Amendment”).

2.3 Amendment. City and Contractor desire to amend the Agreement for the Fourth time to (1) increase the compensation for fiscal years ending June 30, 2020 and June 30, 2021; and (2) replace Exhibit “C-3” (Compensation) with Exhibit “C-4” (Compensation).

**3. TERMS.**

3.1 Rates & Total Compensation. Section 3.3.1 (Rates & Total Compensation) of the Agreement and as amended by the First, Second and Third Amendments are hereby deleted in its entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-4” attached hereto and incorporated herein by reference. The total compensation, including authorized reimbursements, shall not exceed Two Hundred and Forty Thousand Dollars (\$240,000.00) (“Total Compensation”) per fiscal years ending

June 30, 2020 and June 30, 2021, without written approval of City's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement."

3.2 Exhibit "C-3" Compensation of the Agreement is hereby deleted in its entirety and replaced with the Exhibit "C-4". Compensation.

3.3 Continuing Effect of Agreement. Except as amended by this Fourth Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Fourth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this Fourth Amendment.

3.4 Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Fourth Amendment.

3.5 Counterparts. This Fourth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

**[SIGNATURES ON FOLLOWING PAGE]**

**CITY'S SIGNATURE PAGE FOR  
FOURTH AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
UTILIQUEST, LLC.**

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to Maintenance/General Services Agreement as of the date first written above.

**CITY OF CORONA**

By:

\_\_\_\_\_  
Tom Moody  
General Manager

Reviewed By:

\_\_\_\_\_  
Katie Hockett  
Assistant General Manager

Reviewed By:

\_\_\_\_\_  
Scott Briggs  
Purchasing Specialist V

ATTEST:

\_\_\_\_\_  
Sylvia Edwards, City Clerk  
City of Corona, California

**CONTRACTOR'S SIGNATURE PAGE FOR  
FOURTH AMENDMENT TO  
MAINTENANCE/GENERAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF CORONA  
AND  
UTILIQUEST, LLC.**

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to the Maintenance/General Services Agreement as of the date first written above.

**UTILIQUEST, LLC.**  
a Limited Liability Company

By: *Terry L. Fordham*  
Signature

Terry L. Fordham  
\_\_\_\_\_  
Name

President  
\_\_\_\_\_  
Title

## **EXHIBIT "C-4"**

### **COMPENSATION**

Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in this Exhibit.

The following rates shall be effective for the period July 1, 2019 through January 31, 2021

Rates:

One Party: \$21.00/ Utility
Two Party: \$19.60/ Utility
Three Party: \$18.80/ Utility
Four Party: \$18.25/ Utility
Five Party: \$17.75/ Utility
Six Party: \$17.00/ Utility
Seven Party: \$16.50/ Utility
Eight Party: \$16.00/ Utility

Office Screen: \$7.95/ Utility

(Each transmission that is received from the One-Call Center that requires off-site or in-house analysis, research, phone calls to excavators, documentation of status, communication to technicians, but does not require a site visit to determine conflict. Includes cancellation, no marks required, out of area and updating or correcting ticket information.)

After Hours Rate: \$92.00

(includes all ticket responses performed outside of normal business hours, including weekend and holidays)

\*Contractor's normal business hours are: Monday – Friday, 7:00am to 5:00pm, excluding national holidays.

The following rates shall be effective for the period February 1, 2021 through June 30, 2021

Rates:

One Party: \$21.63/ Utility
Two Party: \$20.19/ Utility
Three Party: \$19.36/ Utility
Four Party: \$18.80/ Utility
Five Party: \$18.28/ Utility
Six Party: \$17.51/ Utility
Seven Party: \$17.00/ Utility
Eight Party: \$16.48/ Utility

Office Screen: \$8.19/ Utility

(Each transmission that is received from the One-Call Center that requires off-site or in-house analysis, research, phone calls to excavators, documentation of status, communication to technicians, but does not require a site visit to determine conflict. Includes cancellation, no marks required, out of area and updating or correcting ticket information.)

After Hours Rate: \$94.76

(includes all ticket responses performed outside of normal business hours, including weekend and holidays)

\*Contractor's normal business hours are: Monday – Friday, 7:00am to 5:00pm, excluding national holidays.