

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
USIC LOCATING SERVICES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and USIC Locating Services, LLC (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP #2021-051 Underground Locating Services (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Underground Locating Services (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement.
 - a. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
 - b. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

The City's Procurement Officer will only review fully documented requests for price increases after an Agreement has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract renewal and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract renewal.

4. Payments. The City shall pay the Contractor upon completion of each work order based upon work performed and completed to date, and upon submission and approval of invoices. Contractor shall submit a monthly invoice, all invoices shall document and itemize all work completed to date, shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified, and shall be paid to

Contractor Net thirty (30) days. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the invoice, whichever is later.

5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

10. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.
- L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

12.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$2,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

Contractor further understands and agrees that Contractor's employees, agents, subcontractors, and directors (referred to in this paragraph as "Employees"), are not serving as employees of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Contractor acknowledges and agrees that any injury its Employees sustain in the performance of this Contract will be not be eligible for industrial benefits from the City and any necessary treatment will be Contractor's, or Contractor's insurer's, sole responsibility. Should Contractor's insurer attempt to subrogate a Workers' Compensation claim against the City, including the City's employees, director, or agents, Contractor shall defend, indemnify, and hold harmless the City and the City's employees, director, or agents for, from, and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, arising out of such subrogation efforts.

- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under

this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For Convenience/Without Cause. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

Contractor may terminate this Agreement without cause upon at least one-hundred sixty (160) days advanced written notice to the City. The Notice of Termination shall specify the effective date of termination.

13.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Contract when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Contract under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;

- b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
- c. a criminal violation of any state or federal antitrust law;
- d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private contract;
- e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
- f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.

5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

13.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

13.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

13.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of §§ 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

14.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (C) existing and future Occupational Safety and Health Administration standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Administrator. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

14.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Offset for Damages. Intentionally omitted.

14.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: USIC Locating Services, LLC
9045 North River Road, Suite 300
Indianapolis, IN 46240
Attn: Edward Dubuc

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is

presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

14.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

14.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Contract, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Contract, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Contract.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Contract is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Contract is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Contract.

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

14.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

14.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit.

The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

14.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

14.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

14.23 E-Signature and Counterparts. The Parties agree that this Contract may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same contract; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

14.24 Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this ___ day of _____, 2021 ("Effective Date").

CITY OF LEE'S SUMMIT

Stephen A. Arbo, City Manager

ATTEST:

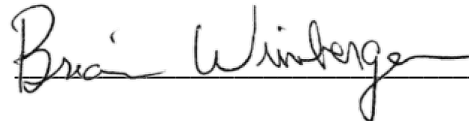
Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Daniel R. White,
Chief Counsel of Management and Operations

USIC Locating Services, LLC

By



Print Name Brian Wimberger

Title Vice President

Date 4/1/2021

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
USIC LOCATING SERVICES, LLC

[Contractor's Proposal]

See following pages

City of Lee's Summit, MO



Request For Proposal

RFP No. 2021-051

“Underground Locating Services”

February 26, 2021

Prepared By

USIC Locating Services, LLC
Edward Dubuc
Business Development Manager
608-335-8945





PROTECTING INFRASTRUCTURE

USIC Locating Services, LLC
9045 N. River Road, Suite 300
Indianapolis, IN 46240

Re: City of Lee's Summit Locating Services

On behalf of USIC, I would like to thank you for the opportunity in providing City of Lee's Summit a proposal for the Utility Locating Services. We believe USIC has the technology that City of Lee's Summit is looking for and have prepared a proposal that should be beneficial to the City of City of Lee's Summit.

In making your decision, we request that you consider the following success factors that USIC brings to the table.

- ♦ USIC has a proven track record with the city and other municipalities in protecting their buried assets.
- ♦ USIC will visit 100% of the City of Lee's Summit tickets and leave positive response at excavation site (Marked Utility or All Clear Flag) and immediately provide Positive Response to the WI811 One Call
- ♦ Our field staff already has a vast knowledge of the City of Lee's Summit utilities in this area since we now respond to 100% of every locate within the City of Lee's Summit Footprint
- ♦ We Provide City of Lee's Summit our web base "Realtime Customer Portal" that will enable City of Lee's Summit to quickly view any locate and the history of the locate request plus pictures of locate. Thus, providing City of Lee's Summit the ability to Audit USIC any time.
- ♦ We offer the leading-edge locating technology tools and larger coverage in the industry.

We would like to thank you again for the opportunity to submit a proposal of services. We are confident that your Selection Team will look closely at the value USIC offers while significantly reducing the risk to the City of Lee's Summit infrastructure.

Should you have any questions regarding our proposal, please do not hesitate to contact Edward Dubuc at (608) 335-8945, or via email at edwarddubuc@usinc.com. We also welcome you to view our website at www.usicllc.com

Sincerely,

Brian Wimberger
612-290-6577

brianwimberger@usicllc.com



VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

USIC Locating Services, LLC
FIRM SUBMITTING PROPOSAL

01-0959298
FEDERAL TAX ID NUMBER

Brian Wimberger
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

9045 N. River Road
ADDRESS

608-335-8945 317-663-0708
TELEPHONE FAX #

Indianapolis, IN 46240
CITY STATE ZIP

February 25, 2021
DATE

WEB SITE: USICLLC.COM

E-MAIL ADDRESS: EDWARDUBUC@USICLLC.COM

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)
- Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise?
If yes, please provide details and documentation of the certification.

FORM NO. 1: PROPOSER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: USIC Locating Services, LLC;
9045 N River Road,
Indianapolis, IN 46240
- 1a. Provider /Firm is: X National ___ Regional ___ Local
- 1b. Year Provider/Firm Established: 1981 (SM&P)
- Years of Experience providing RFP identified services/project for municipalities: 40
Year of Experience conducting Underground Locates 40
- 1c. Licensed to do business in the State of Missouri: X Yes ___ No
- 1d. Principal contact information: Name, title, telephone number and email address: Edward Dubuc
Regional Business Development Manager
(608) 335-8945
edwarddubuc@usicllc.com
- 1e. Address of office to perform work, if different from Item No. 1: N/A
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: Just as an FYI - USIC has several technicians state wide. 3 Technicians in the city, 13 techs around City Proper
In WMO - 12 Supervisors & 200 Technicians. (350 Technicians in the entire state)
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: N/A
- 3a. Has this Joint Venture previously worked together? N/A Yes ___ No

FORM NO. 2: KEY OUTSIDE CONSULANTS/SUBCONTRACTORS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address N/A

Please note that USIC is a fully staffed company with a high number of staffing throughout the state of MO

- 1 Regional Director
- 2 District Managers
- 25 Supervisors
- 350 Highly Trained Technicians
- Several training and administrative staff to help keep the everyday functions of the company running.

Specialty/Role with this Project: N/A

Worked with Lead Firm Before: N/A Yes N/A No

Year Firm Established:

Years of Experience providing Underground Locates

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Underground Locates

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Underground Locates

Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City Utilities of Springfield, MO

Completion Date (Actual or Estimated): Stated 2013 - Present

Project Owners Name & Address: City Utilities of Springfield, MO; 301 East Central, Springfield MO 65807

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$ 1,591,087

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ N/A - USIC doesn't use Sub-Contractors

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide MO811 locate services for the city's water, storm sewer, electric, and gas facilities.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Provide high level of locating services on 271,031 Annual Locate requests for the city

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Jason Daugherty, District Manager, 816-935-0552, jasondaugherty@usicllc.com

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Kansas City, MO

Completion Date (Actual or Estimated): Stated 2010 - Present

Project Owners Name & Address: City of Kansas City, 1st Floor, Room 102 W, City Hall, 414 East 12th St,
Kansas City, MO 641062793

Project Owner's Contact Person, Title & Telephone Number: Micheal Shaw Director of Public Works, 816-513-9988

Estimated Cost (in Thousands) for Entire Project: \$ 1,004,946

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ N/A - USIC doesn't use Sub-Contractors

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide MO811 locate services for the city's Water & Sewer facilities.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).
Provide high level of locating services on City's Annual Locate requests

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Jason Daugherty, District Manager, 816-935-0552, jasondaugherty@usicllc.com

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Liberty, MO

Completion Date (Actual or Estimated): Stated 2013 - Present

Project Owners Name & Address: City of Liberty, 101 E. Kansas, Liberty, MO 64068

Project Owner's Contact Person, Title & Telephone Number: Sherri McIntyre, Public Works Director, 816-439-4501

Estimated Cost (in Thousands) for Entire Project: \$ 121,485

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ N/A - USIC doesn't use Sub-Contractors

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide MO811 locate services for the city's Water & Sewer facilities.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).
Provide high level of locating services on City's Annual Locate requests

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Jason Daugherity, District Manager, 816-935-0552, jasondaugherity@usicllc.com

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Sedalia, MO

Completion Date (Actual or Estimated): Stated 2014 - Present

Project Owners Name & Address: City of Sedalia, MO; 200 South Osage Avenue, Sedalia, MO 65301

Project Owner's Contact Person, Title & Telephone Number: Brenda Ardrey, Public Works Director, 660-827-3000

Estimated Cost (in Thousands) for Entire Project: \$ 53,6198

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ N/A - USIC doesn't use Sub-Contractors

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide MO811 locate services for the city's Water & Sewer facilities.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).
Provide high level of locating services on City's Annual Locate requests

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Jason Daugherty, District Manager, 816-935-0552, jasondaugherty@usicllc.com

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: Carthage Water & Electric

Completion Date (Actual or Estimated): Stated 2010 - Present

Project Owners Name & Address: Carthage Water & Electric, 300 South River, Carthage, MO 64836

Project Owner's Contact Person, Title & Telephone Number: Jason Choate, Director of Water Services, 417-237-7300

Estimated Cost (in Thousands) for Entire Project: \$ 64,326

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ N/A - USIC doesn't use Sub-Contractors

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide MO811 locate services for the city's Water & Sewer facilities.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).
Provide high level of locating services on City's Annual Locate requests

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Jason Daugherty, District Manager, 816-935-0552, jasondaugherty@usicllc.com

FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Sedalia, MO

Completion Date (Actual or Estimated): Stated 2014 - Present

Project Owners Name & Address: City of Sedalia, MO; 200 South Osage Avenue, Sedalia, MO 65301

Project Owner's Contact Person, Title & Telephone Number: Brenda Ardrey, Public Works Director, 660-827-3000

Estimated Cost (in Thousands) for Entire Project: \$ 53,6198

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ N/A - USIC doesn't use Sub-Contractors

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide MO811 locate services for the city's Water & Sewer facilities.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).
Provide high level of locating services on City's Annual Locate requests

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Jason Daugherty, District Manager, 816-935-0552, jasondaugherty@usicllc.com

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Jason Daugherity, District Manager, 816-935-0552, jasondaugherity@usicluc.com
- b. Project Assignment: Manages all USIC operations in the Western Missouri District
- c. Name of Service Provider/Firm with which associated: USIC Locating Services, LLC
- d. Years Experience:
With this service provider/firm 25 other service providers/firms 2
- e. Education: Degree(s)/Year/Specialization: USIC Certification in Leadership and Budgeting Business
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:
Highly experienced in locating. Has work his way up from locating to supervising to claims, etc. Very well Versed with trouble locating and managing few hundred staff to meet our company goals

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title: Paul Link, Local Area Supervisor, (816) 365-4132, paullink@usicllc.com
- b. Project Assignment: Manages all USIC operations in the Western Missouri District
- c. Name of Service Provider/Firm with which associated: USIC Locating Services, LLC
- d. Years Experience:
With this service provider/firm 23 other service providers/firms 0
- e. Education: Degree(s)/Year/Specialization: USIC Certification in Leadership. HS Graduate. Leadership certified and other OQ qualifications
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:
Highly experienced in locating. Has work his way up from Lead Tech to Supervisor. Very well Versed with trouble shooting locating and managing his team to meet the needs of our customers

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

USIC State of Missouri
- 1 Regional Director
- 2 District Managers
- 25 Supervisors
- 345 Highly Trained Technicians
- Several training and administrative staff to help keep the everyday functions of the company running.

- a. Name and Title: USIC will have 3-4 Highly Trained Technicians locating within the city limits of Lee's Summit. Names will be provided is awarded the work.
- b. Project Assignment: Protection of customer base buried utility assets.
- c. Name of Service Provider/Firm with which associated: USIC Locating Services, LLC
- d. Years Experience: 1-15 years - Range of all technicians with USIC throughout the state of Missouri
With this service provider/firm ____ other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization: USIC technicians minimum schooling allowed will ne Highschool Diploma, whereas we also have several locating staff holding college degrees and progressing their way up the chain of command
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:
 - USIC Technicians are sent through a very rigerious locating trainging program
 - Safety Driving Training
 - Qulified in marking of volitale / combustable gases
 - Utility Trouble shooting

PROJECT APPROACH NARRATIVE

Provide detail project approach including but limited to: Project Schedule, Detailed response to the City's needs, Roles of all involved parties clearly identified, Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere, proposed communication process.

"Please see following page"



USIC Project Approach

Personnel Roles

Contract Manager

Edward Dubuc
Regional Business Development Manager
608-335-8945
Edwarddubuc@usicllc.com

Operations Regional Director

Russell Reeves
816-223-5252
russellreeves@usicllc.com

Operations District Manager

Jason Daugherty
816-935-0552
Jasondaugherty@usicllc.com

GIS Manager

Michael Muilenburg
317-810-8079
Michaelmuilenburg@usicllc.com

Billing Manager

Katy Yovanovich
317-575-7849
KatyYovanovich@usicllc.com

Claims Coordinator

Bryan Taylor
816-365-3327
Bryantaylor@usicllc.com

Project Approach

USIC has vast knowledge in performing startups with customers throughout 45 states. We take our approach very serious and basically use our highly trained field District Manager, Supervisors and technicians to assist our customers in getting this off the ground. Since we are already providing service to the City of Lee's Summit, our startup would be rather fast since we already have the city setup in our system. We use a high level of technology that enables our customers to view what is happening "Real Time" and they also can audit us 24-hours per day with our Customer Portal.

Ticket Management System

Ticket management at USIC is accomplished through technology and discipline. The workflow process begins with ticket receipt from the One Call center. We utilize diverse paths of ticket reception to ensure we receive each and every ticket that is transmitted to USIC. In addition, the hardware for our ticket management system is housed off site in a hosting center that is secured via hand imprint and card swipe access and is also built to meet military specifications.

This robust and advanced system has functionality built-in to carry out several tasks critical to ensuring that locate tickets are assigned to a technician with the time capacity to meet the start date and time requirements.

- Collection of Data Fields on Ticket - This gives us the ability to collect customer-specific information such as contractor, address information, caller information, logistic information and start dates and times. By having this information available, we can do "ad-hoc" reporting against our database and provide direct value to our customers through our Customer PortalSM application.



- **Ticket Routing** - USIC's ticket management system implements AutoRoute that ensures tickets are routed to the correct technician within 3 seconds of the ticket being received into the system. USIC also applies strict policies and procedures to ensure routing rules are kept accurate.
- **Remote Dispatch Application** - We released the first version of our in-house built remote dispatch system in 1999. Throughout the years, with significant input from the end-users, it has been constantly upgraded with new features to support operations and corporate reporting. We use this system to realize efficiency gains in workforce management and also to ensure we are billing our customers with the utmost integrity.
- **Load Balance** - Our Area Supervisors have real time access to tickets being received from the One Call center or our customers' in-house screening centers. Prior to release to the individual technicians, our area supervisors have the ability to review the type and quantity of tickets distributed to his/her locators and reassign the tickets so as to balance the workload within their areas of responsibility. From this site, our area supervisors can also manage past due tickets and view ticket volumes that assist them in predictive load management.
- **Wireless Technology** – Our technicians are equipped with wireless technology which increases our ability to effectively manage the work flow, meet on-time performance targets and protect our customers' facilities. These accomplishments are achieved because of several process improvements, such as the elimination of the lag time from ticket transmission time to locator download the following day or the improved receipt of ticket information versus the verbal transfer of information by dispatchers.
- **Electronic Ticket Clear-out Information** -- Since all of our technicians are equipped with durable laptop computers, they have the capability to enter the information regarding the locate field visit electronically. This information facilitates our invoicing processes as well as provides us with the means to produce a variety of customer and internal reports to assist us with the management of the business.
- **Universal Photo Management** – Our technicians are required to photograph every locate completed for our customers. Several pictures are taken to “tell the story” of the locate once it is completed. Pictures have become a valuable resource in recovering the significant expense incurred by excavator damage. For an additional fee, all photographs can be made available via our Customer Portal.

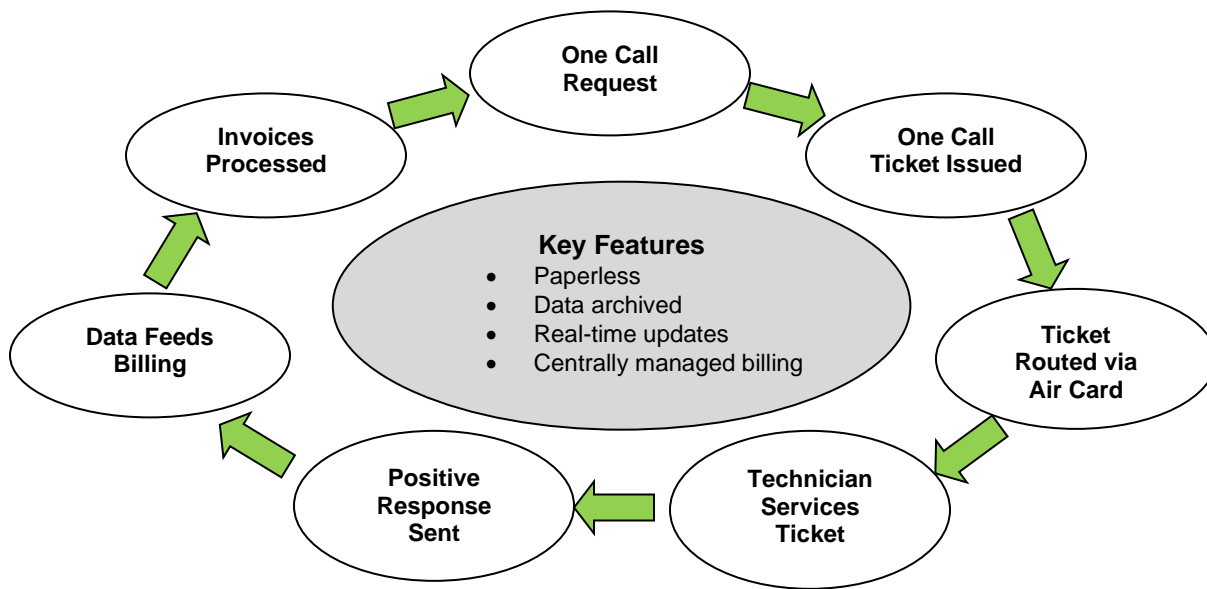
CUSTOMER PORTAL

USIC provides a web-based application (Customer Portal) for our customers. The Customer Portal provides our customers with unlimited, on-line access to their Real-Time data and more importantly, provides our customer ability to audit our performance right from their armchair. The ease of navigating through the portal allows our customers to:

- View Incoming Locate Requests from the One Call on a Real-Time Bases
- Identify That Locate Was Completed
- Audit Our On-Time Performance
- View All Post Locate Photographs When Ticket Is Completed
- Search for Tickets by Date Range, Road, City, Township, Etc.
- Access to All Archived Tickets
- Export All Information / Pictures

STANDARD OPERATING PROCEDURE

The management and servicing of a locate request is a fully automated process that provides immediate access to field personnel. This results in timely and accurate locating by designated Technicians. The request is initiated by the One Call service. Once a locate request is generated our wireless ticket management system accepts the request and records it for archival purposes. Within seconds of receipt, the locate request is routed automatically to the appropriate field Technician based on the geographic location for the excavation request. Upon receipt, the Technician sees a new request in their ticket list that is set-up with a status of new. The field Technician completes the ticket and updates the tickets status. When all work has been completed, including the uploading of digital photographs, the ticket status is changed to “closed” and any positive response requirements are sent to the One Call. Any open tickets nearing expiration are designated by color to ensure Technicians are able to meet all time constraints for the performance of the work. Throughout the lifecycle of the locate request, supervisors, dispatch personnel, and managers have access to review the active tickets for any and all Technicians in the field. This real-time visibility allows for load balancing and staff augmentation to ensure all requests are handled in a timely manner.



Because of the efficient routing and workflow within our wireless ticket management system, time is not lost for the printing and/or distribution of locate requests. Once the work is completed, the back office billing system is automatically updated and accurate billing is generated from the work completed.



TICKET RISK ASSESMENT

USIC is developing a data engine that flags locate requests that pose a greater risk due to potential excavation conflicts with critical infrastructure and other risk factors like complex locate areas, high risk excavators, high risk type of excavation, and high risk geography (highly populated MSA or critical commercial areas, as example). Many in the industry are working on similar solutions, but USIC has more ticket and damage investigation data than any other entity in or related to utility damage preventing. USIC’s unparalleled volume of applicable data puts our ticket risk assessment solution in an industry leading position. Our data pilots have proven our ability to flag a low percentage of tickets that account for a large percentage of utility damages. This information enables USIC and our customers to proactively manage locating and damage prevention efforts and reduce overall all infrastructure damages, not just “locator at-fault” damages. We propose that this emerging data service remain within our conversations regarding comprehensive or total damage prevention.

This real-time visibility allows for load balancing and staff augmentation to ensure all requests are handled in a timely manner.

SUMMARY

USIC fully understands that technology plays an important role in our ability to serve our customers. From the investment of secure ticket management systems to the equipment our technicians utilize each and every day, USIC is committed to leveraging our resources to ultimately ensure that our customers’ infrastructure is protected. USIC Locating Services, Inc. offers technology value not offered by competing vendors.

Should you have any questions regarding our proposal, please contact Edward Dubuc at (608) 335-8945, or via email at edwarddubuc@usicinc.com. We also welcome you to view our website at usicllc.com

Kind Regards,

Edward Dubuc

Safety is a choice, choose wisely.
Live the SAFE-LIFE!

Edward Dubuc
Regional Business Development Manager

INFRASTRUCTURE: UNDERSTOOD

(888) 335-8945 mobile
2632 Happy Valley Rd.
Sun Prairie, WI 53590
USICLLC.com | BHUG.com | ReconnUS.com | OnTargetServices.com

FEE PROPOSAL

Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Section B of this RFP.

This Form shall be used by the Service Provider to state per ticket costs and hourly rates.

INFRASTRUCTURE GROUP A			
Type of Locate	Locate Description	UOM	Cost
Water Sewer Storm	Regular Ticket	Per Ticket	\$ <u>9.55</u>
	Non Regular Ticket	Hourly Rate	\$ <u>52.00</u>

INFRASTRUCTURE GROUP B			
Type of Locate	Locate Description	UOM	Cost
Fiber Street Lights Traffic Signals	Regular Ticket	Per Ticket	\$ <u>14.00</u>
	Non Regular Ticket	Hourly Rate	\$ <u>52.00</u>

Non Regular Ticket Hourly Rate will begin after the first 60 minutes. Agree Disagree

Non Regular Ticket Hourly Rate will be invoiced in quarterly hours. Agree Disagree



USIC Bid Exceptions

Affixed below are the City of Lee's Summit's Answers to the RFP Questions. Contract Discussion.

1. Section 1.2 - Damage Investigation Reports are to be included. Would the city consider allowing the locating vendor to charge a Non-At Fault Damage Investigation Fee? (City can roll this fee through to the damaging party?)

CLS Answer: No

Section C – SA

1. Section 2 - Options to renew are City approval - Can we make this a mutual consent by both parties?
2. Section 3 - City has sole discretion to approve annual price increases, will the city agree to allow a set increase for the extension years?

CLS Answer: We can do it if we want to.

CLS Answer: We can do it if we want to.

3. Section 4 - Contract is identified as a construction payment language, not monthly services. Will the city agree to having contract language that identifies vendor billing monthly and City payment will be a Net 30?

CLS Answer: This is an as-needed services type contract where we are invoiced for each project

4. Section 11 - Indemnity is only for the city, is it possible to have language in the agreement the indemnity / liability for the vendor if the city is at fault?

CLS Answer: Unfortunately, Missouri sovereign immunity laws do not allow the City to indemnify others.

5. Section 13 - Agreement only identifies the City only has ability to term the contract for Convenience, would the city consider allowing the termination for convenience rights for the vendor 90 or 120 days?

CLS Answer: We can do it if we want to.

6. Section 14.11 - Would the city consider removing the language withholding payments for damage claims, whereas the claims could be separate from the monthly billing?

CLS Answer: We can do it if we want to. It depends how likely we anticipate having to pull payments out of them.

7. Section 14.19 - Agreement identifies this could be a prevailing wage project since our projected revenue is so close; Locating is not typically required of locating companies because the work they are performing is not just for the city at each site, they can have multiple customers. Please confirm if the prevailing wage will be a requirement or does this not apply to this type of locating work?

CLS Answer: Prevailing wage is dictated by the total cost for a public works project. If we use this contract as part of an overall public works project that exceeds the \$75,000 threshold that triggers



prevailing wage laws, then this contract could be subject to prevailing wage for that requested work. In instances where the overall public works project is less than \$75,000, then prevailing wage will not apply. The work that locating companies do for other utilities besides the City is not included when determining the total cost of a public works project.

Section B - SOW

1. Section 1.3 - SOW or SA doesn't have any claims and dispute resolution process. Would the city consider providing a claims and dispute resolution process language in the contract so that both parties have clear direction?

CLS Answer:

The process works now, all parties investigate and the disputes have been settled. Rarely are they disputed, but when they are, all the pictures come out and issues get resolved.

Fiber

1. Is the fiber in conduit or direct buried

CLS Answer: All fiber is in conduit.

2. Is the fiber have tracer wire or a does it have armored jacked

CLS Answer: Fiber is a mix of tracer wire or armored jacked.

3. Has there been any damages to the fiber in the past 5 years? IF so what was the high and low cost of repair

CLS Answer: Yes. 1 event over the last 5 years and the cost was \$3,000 for the construction contractor to repair.

4. Are there any special security tools required for the vendor to purchase for marking the fiber

CLS Answer: No security tools required of the vendor for marking fiber.

5. Will the locating vendor need to enter into any buildings to hook onto the fiber? If so what is the process of gaining access, etc.

CLS Answer: All fiber has access using handholes and should not require entering buildings.

6. Will the vendor be required to enter into any manhole's? Meaning Confined space - full body entry?

CLS Answer: All fiber should have access using handholes and will not require access using manholes.

Traffic Signal

1. Loops can be difficult to locate since they are a looped system in the road. Most of the time it is looking for saw cuts.

- a. Has the loop system been damaged by locator error and was the locating vendor liable to pay for the restoration?

CLS Answer: Induction loops and other pavement embedded or in-ground signal detection facilities can be inadvertently damaged by construction activity due to errors and/or omissions by locating services and the responsible locating vendor would be liable to the same extent as any other consequential error and/or omission of utility locate. Loops are generally depicted,



though not to any physical accuracy, in the GIS inventory. Loops can often be located by visible saw cuts in the pavement and or grout material; but not always. Very few City traffic signals have loop detection systems (less than 10% of the signal inventory). Most City traffic signals have video, radar or a combination of video and radar vehicle detection systems.

- b. What is the average cost to repair a loop repair?

CLS Answer: Varies based on the extent of damage and contractor performing repairs

- c. Are the loops and electric on the utility maps?

CLS Answer: Traffic signal loops are depicted on GIS maps

2. What format is the utility maps (i.e. GIS)

CLS Answer: GIS is used to generally map traffic signals

3. What problems has your current locating company experienced with locating the traffic signals that we should know about

CLS Answer: Problems consist of failure to locate and failure to accurately locate facilities. Observed issues consist of improper or inconclusive locating techniques such as limited locations by map or plan reference without visual inspection, tone location, etc.

4. How many Traffic Signals are the city responsibility?

CLS Answer: The City is currently responsible for 64 traffic signals as of this date, in addition to electronically controlled flashers, warning lights, etc. The inventory of City Traffic Signals is subject to increase with at least two traffic signal currently under construction and additional locations planned.

5. Will the locating vendor need to enter into the traffic signal control cabinet to properly mark the intersection?

CLS Answer: No. However, the vendor will need to open pull boxes/hand holes to visually inspect, verify, and locate facilities, path of conduits/wires/cables/fiber, etc.

Streetlights

1. What format is the mapping in for the streetlights (i.e. GIS)

CLS Answer: Inventory is available in GIS format that generally depicts street light locations, street light controller locations, pull box/hand hole locations, and conduit/wiring paths. The GIS inventory is not an exact location nor guaranteed accurate.

2. Do the maps identify the path of the buried street light wire?

CLS Answer: See previous answer.

3. Will the locating vendor need to enter into the access plat to mark the Streetlight?

CLS Answer: No. However, the locating vendor may need to enter associated pull boxes/hand holes to locate facilities, verify presence, path and routing.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
USIC LOCATING SERVICES, LLC

SCOPE OF SERVICES

To provide Underground Facilities Locating and Marking Services on an as needed basis as a yearly contract. The City of Lee's Summit owns and operates underground infrastructure and as such, is required by statute to provide excavators with markings indicating the location of these facilities. The City maintains two coverage areas with Missouri One Call to facilitate this process. The first coverage includes water distribution and transmission mains and service lines, sanitary sewer collection and conveyance lines, and storm water conveyance infrastructure. The second coverage includes traffic signal loops, wires and cables, underground street light power lines, and a several miles of City owned Fiber.

Locates shall for infrastructure owned by the City including:

- ◆ Group A
 - Water
 - Sewer
 - Storm
- ◆ Group B
 - Fiber (Communications)
 - Street Lights
 - Traffic Signals

Infrastructure	Type of Locate	2020 Locates	Est 2021 Locates
Group A	Water Sewer Storm	24,000	24,000
Group B	Fiber Street Lights Traffic Signals	3,000	3,500

The City, based upon prior year Missouri One Call System ticket volumes, projects 24,000 Group A tickets and approximately 3,500 Group B tickets will be issued in the next calendar year. The City does not track the percentage of tickets that require marking. Service providers develop that information to balance competitive pricing with risk management.

The City does not track or have access to the number of locates that were received from the hours of 5:00 PM – 7:00 AM, Monday-Friday or on weekends and holidays.

The City will use the following formulation to establish an estimated annual cost for services:

- ◆ 90% of One Call tickets will be deemed as "Regular" and will have a fixed per ticket cost.
- ◆ 10% of One Call tickets will be deemed as "Non Regular" and will be calculated in the following manner:
 - Up to 60 minutes the "Regular" fixed ticket cost shall be applied.
 - Hourly rate begins after the first 60 minutes.
 - Hourly rate will be invoiced in quarter hour increments.
 - The average time utilized for each non regular ticket calculation is 1.5 hours.

SPECIFICATIONS:

1.1 Responsibilities of Service Provider:

- Service Provider is to provide locate and marking services in accordance with State of Missouri One Call System (RSMO 319.015 through 319.050) for each of these facilities.
- Service Provider shall furnish all labor, materials, and equipment necessary to perform locate services for the City within the contract service area and within prescribed times.

- Service Provider will receive transmittals directly from the one-call center for the contract service area at no additional cost to customer. The One-Call Center will invoice City for this service.
- Upon receipt of a request for a locate, Service Provider will determine whether a field visit to the excavation site and a visual examination is required to determine if a conflict exists between City facilities and the proposed excavation.
- If Service Provider determines that no field visit or visual examination is necessary due to the absence of City facilities at the excavation site, Service Provider will either notify excavator prior to the proposed excavation that City facilities are not present or mark the excavation site in a manner to indicate that City facilities are not present at the proposed excavation site.
- If Service Provider determines that there are locatable facilities present at the excavation site, it will indicate the presence of those facilities with appropriate markings at the excavation site.
- If Service Provider determines that there are un-locatable Group A facilities at the excavation site, it will notify City of Lee's Summit Water Utilities Operations Water Supervisor at 816-969-1940 and the Water Utilities Operations Water Supervisor will be responsible for determining what course of action should be followed to assure that the un-locatable facilities are not damaged by excavator.
- If Service Provider determines that there are un-locatable Group B facilities at the excavation site, it will notify City of Lee's Summit Streets Operations Supervisor at 816-969-1800 and the Streets Operations Supervisor will be responsible for determining what course of action should be followed to assure that the un-locatable facilities are not damaged by excavator.
- Any maps and records furnished by City of Lee's Summit (City) shall remain the property of the City. Service Provider agrees to return all copies of such maps and records to City of Lee's Summit upon written request or at the termination of a service contract.
- Service Provider agrees to keep City maps and records confidential and shall use such maps and records only in the performance of a service contract. This obligation of confidentiality shall survive the termination of any service contract.
- Service Provider will use all reasonable and customary equipment and means to locate underground facilities including the removal of pull box lids, storm water and sanitary sewer manhole covers to visually identify line directions and locations, and the toning of conductive materials and trace wires to locate facilities when such actions serve to eliminate uncertainty about the location of facilities.
- Service Provider shall not utilize guess work, divining rods, witching sticks or other non-scientific approaches to determine the location of underground facilities.
- Service Provider will update their copy of City facility maps and distribute those updates to all field personnel within the first week of each month.
- Service Provider will locate water system service lines between the main and the water meter as part of City facilities. These facilities are to be field located by the presence of water meters and are not typically indicated on map records.
- Service Provider will provide training for, and equip technicians with, locating equipment to include, but not limited to, pipe and cable locators capable of Inductive and Conductive detection of relatively deep objects (e.g. Fisher Labs TW-6 or equal).
- Service Provider acknowledges that map records are not exact and that field technicians will need to make a thorough visual inspection of each site to identify pull boxes, pole risers, valve boxes, meter wells, inlets, fire hydrants, manholes and other appurtenances to provide accurate locates.
- Service Provider will contact the Water Utilities Operations Administrative Supervisor at 816-969-1940 for all contract and administrative issues or problems with locates.

1.2 Investigations of Damage to City Facilities:

- Should either party become aware of any Damage to City facilities that occurs after service provider has been asked to perform a locate with respect to the City facilities, the party learning of the damage to City facilities shall promptly notify (within two (2) hours of damage occurrence) the other party. This notification may be made orally. Both parties shall be entitled to investigate any report of damage to City facilities.

- Service Provider will investigate incidents of damage to City facilities and provide a written report of its findings to the City. Such report will contain a determination as to whether the damage to City facilities constitutes at fault damages.

1.3 Restoration Costs: If Service Provider receives a request to provide locate services with respect to City facilities and an excavator causes damage to City facilities, then Service Provider will be responsible for paying City restoration costs if such damages constitute at fault damages.

1.4 Definitions:

- City facilities means any underground facilities owned by the City.
- Damage to City facilities means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground facility or line, or the rendering of any underground facility or line partially or completely inoperable.
- Locatable facilities means City facilities that can be field marked with reasonable accuracy by using devices designed to respond to the presence of City facilities, together with records of sufficient accuracy and visual examination, but does not include unidentifiable facilities and un-locatable facilities.
- Locate means the completed process of having provided locate services at an excavation site.
- Locate service means the process of determining the presence or absence of City facilities, their conflict with proposed excavations, and marking the proper places or routes of City facilities within reasonable accuracy limits as required.
- Marking means the use of stakes and flags, paint strips or other clearly identifiable materials at appropriate distances and at each divergence from a straight line in accordance with the current marking standards of APWA to accurately show the field location of underground facilities.
- Reasonable accuracy means the placement of appropriate markings within twenty-four (24) inches of the outside dimensions of both sides of an underground facility.
- Restoration costs means the actual costs incurred by the City to repair damage to City facilities and property arising from at fault damages. Restoration costs equal labor, equipment, and material costs incurred by the City to repair the damage to City facilities.
- Services means the services to be provided by a Service Provider under a contractual agreement.
- Site surveillance means to watch over and protect City facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.), and providing such continuous on-site locate services as may be dictated by the nature and scope of the excavations.
- Third party claims means any claim for losses, fines, penalties, damages, or expenses made by a person not a party to this agreement arising from damages to City facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) interruption of service.
- Underground facilities means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, storm water, fiber (communications), street lights or traffic signals including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors below ground.
- Un-locatable facilities means City facilities whose presence is known either from records provided by City of Lee's Summit or a visual examination, but which cannot be field marked with reasonable accuracy using standard industry procedures.
- Visual examination means an attempt to determine the existence of City facilities at an excavation site by a reasonable visual inspection rather than from City maps and records.

1.5 City Provided Services: Data maps of the underground facilities needing located will be available through a City FTP site and updated on a monthly basis. Data maps will be provided in an ESRI file format. Examples of this data are located at <http://cityofls.net/map-gallery/index.html?group=551b56e6f6df4c429f26d8b76038aa30>. Data maps are also available on Public Purchase.

EXHIBIT C
 TO
 PROFESSIONAL SERVICES AGREEMENT
 BETWEEN
 THE CITY OF LEE'S SUMMIT
 AND
 USIC LOCATING SERVICES, LLC
 NEGOTIATED FEE PROPOSAL

Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Section B of this RFP.

City agrees to up to a 2% annual increase at the request of the vendor with justification and approval by the City per the renewal terms of the contract.

INFRASTRUCTURE GROUP A			
Type of Locate	Locate Description	UOM	Cost
Water Sewer Storm	Regular Ticket	Per Ticket	\$ 9.55
	Non Regular Ticket	Hourly Rate	\$ 52.00

INFRASTRUCTURE GROUP B			
Type of Locate	Locate Description	UOM	Cost
Fiber Street Lights Traffic Signals	Regular Ticket	Per Ticket	\$ 14.00
	Non Regular Ticket	Hourly Rate	\$ 52.00

Non Regular Ticket Hourly Rate will begin after the first 60 minutes. Agree Disagree

Non Regular Ticket Hourly Rate will be invoiced in quarterly hours. Agree Disagree