

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
INTEGRITY 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 Integrity 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. All invoices shall document and itemize all work completed to date, and 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. 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/ Materials 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.

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- 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 City's Convenience. 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.

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. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

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: Integrity Locating Services, LLC
14867 W 95th Street
Lenexa, KS 66215
Attn: Jay Van Biber

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


Integrity Locating Services, LLC

By

Print Name

Title

Date



Jay VANBiber

Co-Owner

3/22/21

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

[Contractor's Proposal]

See following pages.

February 16, 2021

Dee Dee Tschirhart
Procurement Officer
City of Lee's Summit
220 SE Green Street
Lee's Summit, MO 64063

Re: Request for Qualifications for RFP No. 2021-51

We appreciate the opportunity to provide a proposal of services to City of Lee's Summit. Attached is a competitive proposal outlining our qualifications and what you can expect when working with Integrity Locating Services.

As you review our proposal you will discover that we conduct our business with Integrity and transparency. We aspire for excellence from the people we hire, our training, to our safety standards and the equipment we use. On-time performance and damage rates are more than just numbers to us, it's about doing the job right and exceeding our client's expectations. When doing business with us, you will always have a direct line of contact to address your needs.

Thank you for the opportunity to share our proposal with you. We are certain that after reviewing our qualifications, you will conclude Integrity Locating Services is the right fit for you. Please do not hesitate to contact me should you have any further questions.

Respectfully,

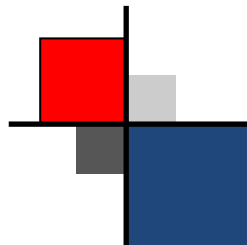


Jay Van Biber
913-486-5018
jvanbiber@integrityloc.com





2021 UNDERGROUND UTILITY
LOCATING SERVICES
RFP No: 2021 - 051



IN RESPONSE TO:
CITY OF LEE'S SUMMIT
REQUEST FOR QUALIFICATIONS

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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.

Integrity Locating Services, LLC
FIRM SUBMITTING PROPOSAL

26-4171467
FEDERAL TAX ID NUMBER

Jay Van Biber Co-Owner
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

14867 W 95th Street
ADDRESS

913-530-6315
TELEPHONE

n/a
FAX #

Lenexa, KS 66215
CITY STATE ZIP

2/16/2021
DATE

WEB SITE: integritylocating.com E-MAILADDRESS: jvanbiber@integrityloc.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? NO
If yes, please provide details and documentation of the certification.

FORMNO. 1: PROPOSERPROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:
Integrity Locating Services, LLC 14867 W 95th Street, Lenexa, KS 66215
- 1a. Provider /Firm is: ___ National X Regional ___ Local
- 1b. Year Provider/Firm Established:
November 2008
Years of Experience providing RFP identified services/project for municipalities: 10 years
Year of Experience conducting Underground Locates 13 years
- 1c. Licensed to do business in the State of Missouri: X Yes ___ No
- 1d. Principal contact information: Name, title, telephone number and email address:
Jay Van Biber Co-Owner 913-486-5018 jvanbiber@integrityloc.com
- 1e. Address of office to perform work, if different from Item No. 1:
same
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:
Supervisors: 1 Lead Techs: 2-3 Locators: 7-15
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? ___ Yes ___ No

FORMNO. 2: KEYOUTSIDECONSULANTS/SUBCONTRACTORS

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

SUB-CONSULTANT #1

Name & Address

n/a

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 #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.

FORMNO. 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 Lee's Summit Lee's Summit, MO

Completion Date (Actual or Estimated):

4/30/2021

Project Owners Name & Address:

City of Lee's Summit 220 SE Green Street, Lee's Summit, MO 64063

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

Dee Dee Tschirhart Procurement Officer 816-969-1087

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber, streetlights, and traffic signals; approximately 11,120 tickets over the past five years.

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

Locate all fiber, streetlights, and traffic signals; approximately 11,120 tickets over the past five years.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Coleton Still - Supervisor

Johnny Hill - Lead Tech

Kelly Reilly - Lead Tech

Dakota Terry - Lead Tech

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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:

Lee's Summit School District Lee's Summit, MO

Completion Date (Actual or Estimated):

6/30/2022

Project Owners Name & Address:

Lee's Summit School District 301 NE Tudor Road, Lee's Summit, MO 64086

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

Kenzie Wooderson Coordinator of Network Services 816-522-4496

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber; approximately 4,930 tickets over the past five years.

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

Locate all fiber; approximately 4,930 tickets over the past five years.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Coleton Still - Supervisor

Johnny Hill - Lead Tech

Kelly Reilly - Lead Tech

Dakota Terry - Lead Tech

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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:

Schick USA Kansas City, MO

Completion Date (Actual or Estimated):

Ongoing, no completion date

Project Owners Name & Address:

Schick USA 4346 Clary, Kansas City, MO 64130

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

Travis Stoll Director of Service and Technology 816-861-9716

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber since 2015.

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

Locate all fiber since 2015.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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:

St. Luke's Health System Lee's Summit, MO

Completion Date (Actual or Estimated):

6/15/2021

Project Owners Name & Address:

St. Luke's Health System 800 NW Chipman, Suite 5950, Lee's Summit, MO 64063

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

Mike Mallett Network Services 816-522-6086

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber since 2015.

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

Locate all fiber since 2015.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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 Olathe Olathe, KS

Completion Date (Actual or Estimated):

12/31/2021

Project Owners Name & Address:

City of Olathe 1385 S Robinson Drive, Olathe, KS 66061

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

Matt Sirridge Inspection Services Manager 913-971-9045

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber, streetlights, traffic lights, water, and sewer since 2014.

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

Locate all fiber, streetlights, traffic lights, water, and sewer since 2014.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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 Shawnee Shawnee, KS

Completion Date (Actual or Estimated):

12/31/2023

Project Owners Name & Address:

City of Shawnee 11110 Johnson Drive, Shawnee, KS 66203

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

Duane Little Director of Technology Operations & Traffic Maintenance Supervisor 913-238-9054

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber, streetlights, and traffic lights since 2014.

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

Locate all fiber, streetlights, and traffic lights since 2014.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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 Mission Mission, KS

Completion Date (Actual or Estimated):

Ongoing, no completion date

Project Owners Name & Address:

City of Mission 6090 Woodson, Mission, KS 66202

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

Celia Duran Public Works Director 913-676-8381

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber, streetlights, and traffic lights since 2015.

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

Locate all fiber, streetlights, and traffic lights since 2015.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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 Gardner Gardner, KS

Completion Date (Actual or Estimated):

12/31/2021

Project Owners Name & Address:

City of Gardner 120 E Main Street, Gardner, KS 66030

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

Gonzalo Garcia Utilities Director 913-856-7535

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber, streetlights, electric, and gas since 2018.

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

Locate all fiber, streetlights, electric, and gas since 2018.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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:

Lumen GA, KS, MO, SC, and TX

Completion Date (Actual or Estimated):

12/31/2023

Project Owners Name & Address:

Lumen 1212 E 19th, Kansas City, MO 64108

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

Brent Heier Manager Field Operations 816-718-0990

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber and telephone since 2019.

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

Locate all fiber since 2019.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 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:

Google Fiber GA, KS, MO, NC, TN, and TX

Completion Date (Actual or Estimated):

Ongoing, varies

Project Owners Name & Address:

Google Fiber 908 Broadway Blvd., Kansas City, MO 64105

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

Jerry Bock Operations Manager 913-890-3847

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

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Locate all fiber since 2013.

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

Locate all fiber since 2013.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

All our locators and management go through ongoing training and are qualified to work on all projects to meet needs that may arise due to fluctuation of tickets.

FORMNO. 4: RESUMES OF KEYPERSONNEL

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

- a. Name and Title:
Gary Ricks Director of Operations
- b. Project Assignment:
All projects as needed
- c. Name of Service Provider/Firm with which associated:
Integrity Locating Services
- d. Years Experience:
With this service provider/firm 5 other service providers/firms 2
- e. Education: Degree(s)/Year/Specialization:
Diploma
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:
Gary Ricks is our Director of Operations. He is extremely invested in ILS and doing what is right for our clients. Gary has opened several of our markets and takes a hands-on approach in his leadership. He maintains an open line of communication with our clients and staff.

FORMNO. 4: RESUMES OF KEYPERSONNEL

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

- a. Name and Title:
Kade Neilson Central Regional Director
- b. Project Assignment:
All projects as needed
- c. Name of Service Provider/Firm with which associated:
Integrity Locating Services
- d. Years Experience:
With this service provider/firm 4 other service providers/firms 3
- e. Education: Degree(s)/Year/Specialization:
Diploma
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

Kade Neilson is our Central Regional Director. He has been with ILS for 4 years with no at fault damages. Kade has opened new markets for ILS and is eager to expand his relationship with his team and client base.

FORMNO. 4: RESUMES OF KEYPERSONNEL

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

- a. Name and Title:
Coleton Still Missouri South Supervisor
- b. Project Assignment:
All projects in Missouri South
- c. Name of Service Provider/Firm with which associated:
Integrity Locating Services
- d. Years Experience:
With this service provider/firm 5 other service providers/firms 1.5
- e. Education: Degree(s)/Year/Specialization:
Diploma
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:
Coleton Still is our Missouri South Supervisor. He has zero at fault damages, no wrecks, and his leadership has built a solid foundation of respect within his team.

FORMNO. 4: RESUMES OF KEYPERSONNEL

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

- a. Name and Title:
Dakota Terry Lead Tech
- b. Project Assignment:
All projects in Missouri South
- c. Name of Service Provider/Firm with which associated:
Integrity Locating Services
- d. Years Experience:
With this service provider/firm 1± other service providers/firms _____

e. Education: Degree(s)/Year/Specialization:
Diploma

f. Current Registration(s):

g. Other Experience & Qualifications relevant to the proposed project:

Dakota Terry is one of our Lead Technicians in Missouri South. He has had few minor damages and learned quickly from his mistakes. Dakota carries a positive outlook and knows how to motivate his team.

FORMNO. 4: RESUMES OF KEYPERSONNEL

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

- a. Name and Title:
Johnny Hill Lead Tech
- b. Project Assignment:
All projects in Missouri South
- c. Name of Service Provider/Firm with which associated:
Integrity Locating Services
- d. Years Experience:
With this service provider/firm 1+ other service providers/firms 4
- e. Education: Degree(s)/Year/Specialization:
Diploma
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:
Johnny Hill is one of our Lead Technicians in Missouri South. He is in sync with his team, running a tight ship. Johnny has no damages and is always willing to assist wherever he is needed.

FORMNO. 4: RESUMES OF KEYPERSONNEL

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

- a. Name and Title:
Kelly Reilly Lead Tech
- b. Project Assignment:
All projects in Missouri South
- c. Name of Service Provider/Firm with which associated:
Integrity Locating Services
- d. Years Experience:
With this service provider/firm 1± other service providers/firms _____
- e. Education: Degree(s)/Year/Specialization:
Diploma
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:
Kelly Reilly is one of our Lead Technicians in Missouri South. He is an extremely hard worker, willing to assist wherever he is needed. Kelly is dedicated to gaining knowledge in troubleshooting difficult locates.

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 refer to the following pages.

OUR APPROACH TO LOCATING

Our approach to servicing our customers is simple. We will only maintain a limited number of contracts for our services. This limited number of locate tickets enables us to maintain a higher level of accuracy and a higher level of customer service and satisfaction. We have twenty-nine years of locate experience across all utility types.

Our strategy is to:

- Employ only reliable individuals who possess the aptitude to learn and willingness to perform above the standard.
- Provide our locators with top of the line locate equipment and technology.
- Provide an industry leading compensation package to locators ensuring high employment retention rates, which results in greater locate accuracy and reliability.
- Maintain close contractor relationships.
- Photograph all locate tickets.
- Provide full scale damage investigations by certified personnel.
- Provide additional services, as follows:
 - Private locating services
 - Emergency locate services
 - Project planning locate services
 - On-site, high-profile excavation oversight services

UTILITY LOCATING DONE RIGHT

INTEGRITY:

the quality of being honest and having strong moral principles; moral uprightness

Integrity Locating Services consistently strives to live up to its name. It's a constant reminder of what matters to us.

Since our inception we have performed locate services to both public and private entities. We have experienced a long relationship with utility company personnel while performing services with greater integrity, a higher level of coordination with private contractors, and providing a greater effort to properly locate underground facilities. This has allowed us to minimize damages, regardless of fault. This in turn creates minimal service interruptions to end users.

Providing superior utility locating services to our customers is our top priority. Our friendly, highly trained, and well-coordinated team members pride themselves on delivering an unmatched level of service through efficient and positive communication, higher levels of coordination, professionalism, and accuracy.

Combined with our previous experience in the electrical, natural gas, and telecommunications industries, as a private contractor, and ongoing utilization of induced locating of utility systems in our industry, we believe our skill sets enable us to perform these services in a more professional manner than we have previously experienced in our work practices. We believe our performance is truly unparalleled.

ON-TIME, ALL THE TIME

We understand our clients depend on us. That is why we strive to be on-time, all the time.

Our management team monitors tickets and redistributes locators and/or tickets as needed. Our locators go where they are needed most and work as a team to get the job done. This double-check system and working together as a team increases overall productivity and on-time performance.

We also utilize a 24/7 dispatch and on-call system to ensure afterhours emergencies are taken care of promptly. Our Amber-alert type tone notifies the dispatcher and on-call supervisor of the emergency. The alert remains on-screen, preventing use of the device, until the alert is acknowledged. This prevents an emergency from being overlooked.

WE DON'T SACRIFICE QUALITY OR SAFETY

We provide all our locators with quality PPE. We also limit the number of utilities we locate at any given stop. This allows our technicians time to fully focus on the task at hand, minimalizing chances of a mismarked utility.

COMMUNICATION IS KEY

Being in constant communication with contractors every step of the way is another integral component in successful locating. We have been told time and again contractors prefer working with our technicians due to their consistent and effective communication.

EXPERIENCE AND TRAINING ARE THE DIFFERENCE

Our co-founders had more than 17 years of locating experience combined when they started Integrity Locating Services over twelve years ago. Since then, we only hire dependable individuals possessing the ability and eagerness to implement the skills and knowledge they obtain through extensive training in safely and accurately locating utilities as well as how to effectively communicate with contractors and clients.

Integrity Locating Services' thorough training program begins in the classroom where locators are taught our ticket system, equipment, and safety and locating procedures. The classroom training is reinforced with one-on-one field training where they put what they learned to practical use. They must earn certification before being allowed to locate on their own. Through regular team meetings and continued education, our locators remain the best in the business.

We provide our locators with up-to-date, quality tools, vehicles, and equipment such as the Vivax Metrotech Vloc 3 Pro receivers and Loc-5STx transmitters.

AVAILABILITY

Our Missouri market is currently staffed with approximately 50 employees locating our nine local contracts. We believe that having many connections to experienced technicians gives us an advantage as to who we can employ. We are a locally owned locate company which allows us the freedom to do much more to get the job done. Our strategy is to limit the number of locates at each stop to a minimum in order to maintain quality.

Our locators and management team stay with us because they believe in the work we do and the way we value our customers and employees. We have grown our Integrity family to more than 150 strong in seven states. Our technicians are dedicated to Integrity Locating Services and are always willing to go wherever they are needed. Moreover, our strong connections and unsurpassed reputation among locators in the industry enable us to easily meet staffing needs.

The owners and directors at Integrity Locating Services believe in a hands-on approach, they are aware of the day-to-day operations in all markets. You will always have a direct line of contact with them whenever you like.

MISSOURI SOUTH ORGANIZATIONAL CHART

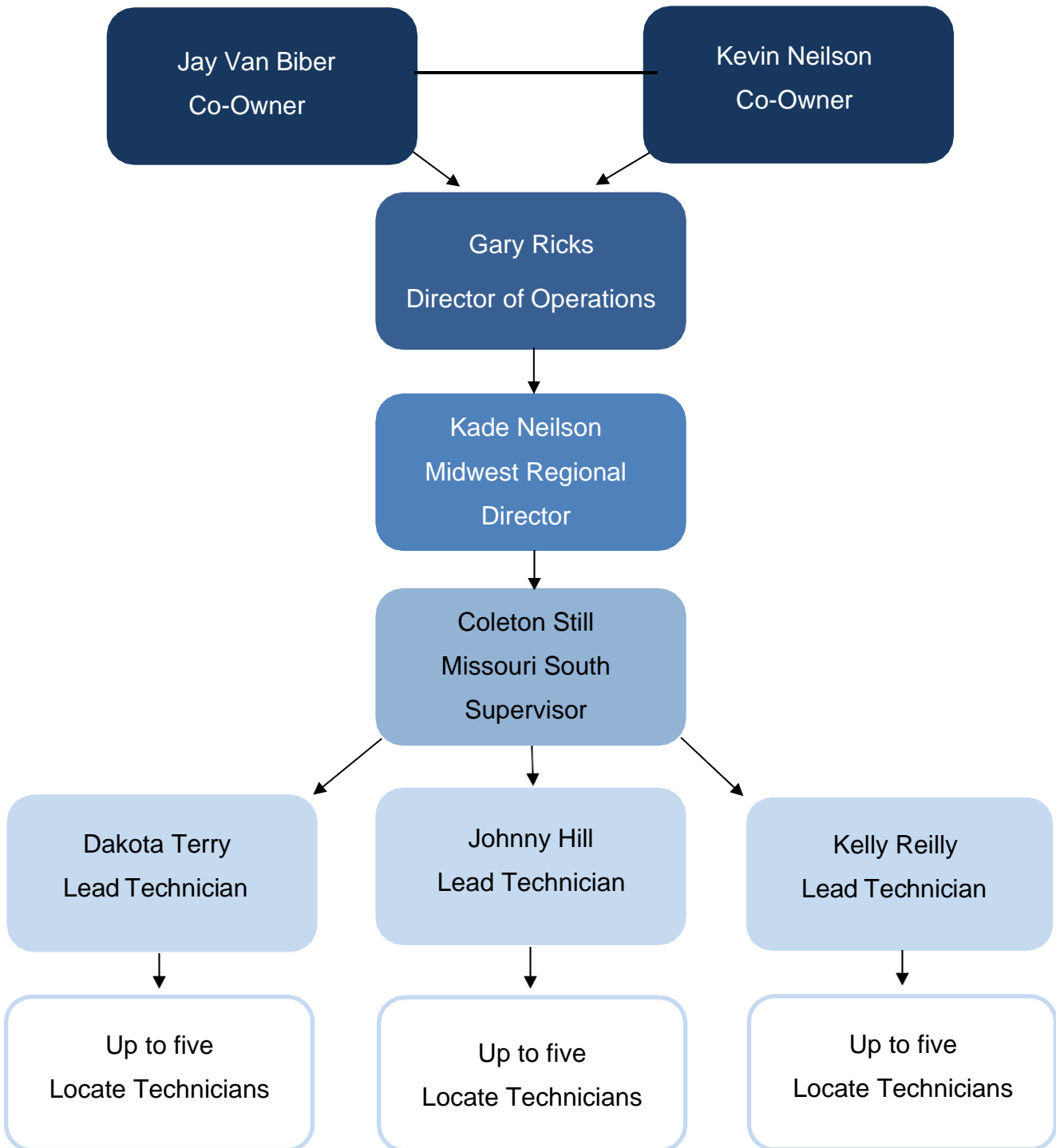


EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
INTEGRITY LOCATING SERVICES, LLC

[Scope of Work]

See following page(s).

SECTION B
SCOPE OF WORK FOR 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.

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- 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
INTEGRITY LOCATING SERVICES, LLC

[Fee Proposal]

See following page(s).

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	\$ _____
	Non Regular Ticket	Hourly Rate	\$ _____

INFRASTRUCTURE GROUP B			
Type of Locate	Locate Description	UOM	Cost
Fiber Street Lights Traffic Signals	Regular Ticket	Per Ticket	\$ <u>12.50</u> _____
	Non Regular Ticket	Hourly Rate	\$ <u>27.50</u> _____
	Emergency Ticket	Per Ticket	\$ <u>30.00</u> _____
	After Hours Emergency Ticket	Per Ticket	\$ <u>40.00</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