



City of Superior Wisconsin

“Fiber Locator Contractor”

Bid #24-38- IT

Proposal Due Date: October 29, 2024 – 2:30 p.m.

Prepared by

Ed Dubuc

Regional Development Manager

317-575-7800

sales@usicllc.com



RFP Forms

3. BID PROPOSAL

Fiber Locator Contractor

Date October 26, 2024

City of Superior, Wisconsin

I/we, the undersigned, being familiar with your local conditions, having made a field inspection and investigation that I/we deemed necessary, having studied the plans and specifications for the work and being familiar with all the factors and other conditions affecting the work, are hereto attaching the following documents:

1. Bid Form
2. Subcontractors & Suppliers List (see Section 4.)
3. Addenda Acknowledgment (see Section 5.)
4. Bidder's Proof of Responsibility (see Section 7.)
5. Debarment (see Section 7a.)
6. Affidavit of Organization & Authority (see Section 8.)
7. Affidavit of Compliance (see Section 9.)

I/we, the undersigned, hereby propose to furnish all applicable labor, tools, materials, skills, equipment and all else necessary to execute the work, in accordance with the specifications and are hereby submitting the following bid:

**** SEE NEXT PAGE****

Locating expectations:

- Contractor shall be a company engaged in the business of providing fiber locate services for a minimum of three (3) years.
- Upon receipt of a request to locate, respond to all calls relating to inquiries, emergency dig tickets, or any other City fiber related tickets in accordance with Wisconsin State Statute 182.0175, policies of the Excavator's Guide to Diggers Hotline, and Diggers Hotline Member Companies Field Manual. (including remarking)
- Mark lines (including remarking) as tickets are received using stakes and/or flags, paint strips and other clearly identifiable materials.
- Work and close tickets within the Wisconsin State Statute allowed time per Diggers Hotline ticket requests.
- Maintain marks according to Wisconsin State Statute and Diggers Hotline Advisory regulations.
- Contractor shall provide and maintain with the City a current list of contacts (both phone and email) for their area field supervisor and administrative personnel that would be directly involved with this contract to address marking issues, damage claims, billing concerns, or any other questions related to the contract.
- Contractor will pay any costs associated with mismarking, including repair to fiber utilities, damages due to lost service, materials, labor, road repair, etc. in the event locates were not performed with reasonable accuracy (placement of appropriate markings within 18 inches of the outside dimensions of both sides of an underground fiber facility).
- Contractor will document all damage by taking photos with a measuring device on the ground showing the distance from the mark. This documentation is required for both mismarked and "correctly marked" lines. City will seek damages from any Contractor that does not follow Diggers Hotline Advisory regulations and will need this documentation.
- Contractor will make known to the City within 7 business days of a completed locate if it is found that the provided GIS map markings are significantly different from the actual location of the fiber. Significantly would be considered 10 feet or more from the mapped marking. This can be shared via email or phone call to the Broadband Manager.

Definitions

1. **After Hours Call Out** - locate requests made on observed holidays (Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day), weekends, and weekdays from 6 p.m. to 6 a.m.
2. **Incidents** - damages to the City's facilities caused by an excavator that occurs with respect to locatable facilities where the locating contractor did not perform the locate with reasonable accuracy.
3. **Contract Term** - days beginning with the date this agreement begins and the anniversary date each year after.
4. **City Facilities** - any underground fiber facilities owned by the City.
5. **Damage to the City's Fiber Facilities** - penetration or destruction of any protective coating, sheath, housing, or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
6. **Excavator** - any person or entity which engages directly in excavation.
7. **Facilities** - fiber cable, switchgear/feeder cable around substations and other locations, 10" water main, and wastewater and storm water mains
8. **Interruption of Service** - an interruption in the services provided by the City to its customers arising from damage to City facilities.
9. **Locatable Facilities** - City's facilities that can be field marked with reasonable accuracy by using devices designed to respond to the presence of the City's facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include unidentifiable facilities and unlocatable facilities.
10. **Locate** - completed process of having provided locate services at an excavation site.
11. **Locate Service** - process of determining the presence or absence of the City's facilities, their conflict with proposed excavations, and the marking of the proper places or routes of the City's facilities within reasonable accuracy limits as required.
12. **Marking** - use of stakes and flags, paint strips or other clearly identifiable materials at appropriately distanced intervals and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Administration (APWA) Uniform Color Code to show the field location of underground facilities accurately.
13. **Reasonable Accuracy** - placement of appropriate markings within eighteen (18) Inches of the outside dimensions of both sides of an underground facility.
14. **Restoration Costs** - actual costs incurred by the City to repair damage to the City's facilities arising from at fault damages but shall specifically exclude any third-party claims. Restoration costs is equal to only the actual labor, equipment and material costs incurred by the City to repair the damage to the City's facilities. Restoration costs specifically exclude overhead charges, costs arising from betterment of plant (which

shall include, among other things, any upgrade, improvement, reinforcement, enlargement, or extension of the City's facilities), costs arising out of collection actions, whether incurred by the City or collection agencies.

15. **Services** - services to be provided by the contractor under this agreement
16. **Site Visit** - visit the site of the locate request.
17. **Site Surveillance** - watch over and protect the City's 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. Commonly referred to as a "Watchdog" within the industry.
18. **Ticket** - document generated at the one-call center and transmitted to the contractor, containing each locate request which the contractor is contractually obligated to mark.
19. **Third Party Claims** - any claims for losses, fines, penalties, damages, or expenses made by a person not a party to the agreement arising from damages to the City's facilities, including but not limited to, claims resulting from (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) interruption of service.
20. **Underground Facilities** - any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, electronic telephonic or telegraphic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substance Including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors below ground.
21. **Unidentifiable Facilities** - City's facilities that are neither apparent on the records or facility prints, drawings or maps provided by the City or from a visual examination.
22. **Unlocatable Facilities** - City's facilities whose presence is known either from records provided by the City or a visual examination, but which cannot be field marked with reasonable accuracy using standard procedures employed by the contractor.
23. **Visual Examination** - an attempt to determine the existence of the City's facilities at an excavation site by a reasonable visual inspection rather than from the City's maps and records.

Damage Investigations

- a. Should either party to the agreement become aware of any damage to the City's facilities that occurs after the contractor has been asked to perform a locate with respect to the City's facilities, the party learning of the damage shall promptly notify the other party within one (1) hour of becoming aware of the damage. This notification may be made in writing. Both parties to the agreement reserve the right and shall be entitled to investigate any reports of damage to the City's facilities.
- b. When the City notifies the contractor of damage to City facilities due to unmarked or mismarked facilities, a supervisor must meet a City representative onsite immediately to

review the incident so that a solution can be determined quickly.

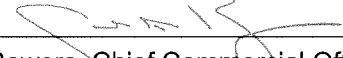
- c. The contractor will investigate incidents of damage to the City's facilities and provide a written report of its findings to the City within seven (7) business days of the incident. Such report will contain the contractor's determination as to whether the damage to the City's facilities constitutes at fault damages and photo proof of locate completion of Diggers Hotline ticket. The City shall have thirty (30) days after receipt of the contractor's written report to contest the contractor's conclusion. Unless the City notifies the contractor in writing within such period that it disputes the contractor's conclusion as to at fault damages, the contractor's conclusion with regard to that issue shall be deemed binding with respect to the agreement. If the City disputes the contractor's conclusion, the parties will seek to mutually resolve such dispute utilizing a mutually acceptable mediator.

Limitation of Liability and Indemnification of the City by the contractor:

The contractor will be responsible for paying the City's restoration costs only if: a) the contractor receives a request to provide locate services with respect to the City's fiber facilities, and b) the damage to the City's fiber facilities constitutes an at fault damage. If the damage to the City's fiber facilities is not at fault damages or if the City's fiber facilities are unidentifiable facilities or unlocatable facilities, the contractor's only responsibility will be to provide whatever support to the City it can reasonably provide to establish whether the excavator or another third party is liable for such damage to the City's facilities.

Pricing for Services per Fiber Locate per Ticket

Regular Hour Tickets:	\$ 17.43
Emergency/After Hours Tickets:	\$ 52.30
Hourly/Stand-by Rate:	\$ 18.25 after first 30 minutes, billed per 1/4 hour
Price Adjustments:	Attach explanation and details

SIGNATURE 
TITLE Trent Bowers, Chief Commercial Officer
COMPANY USIC Locating Services, LLC
ADDRESS 9045 N River Rd Indianapolis, IN 46240
PHONE (608) 335- 8945
FAX (317) 575 - 7881
E-MAIL ADDRESS Sales@usicllc.com

*USIC will not be utilizing Subcontractors for this project. All labor and supplies will be provided by USIC.

4. SUBCONTRACTORS AND SUPPLIERS LISTING -

Must be submitted with Bid.

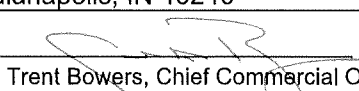
Fiber Locator Contractor

4.1 The undersigned agrees to employ the following listed **subcontractors** for the following enumerated classes of work and not to alter or add to such list without the written consent of the City of Superior, WI as per Wisconsin Statutes 66.0901 (7). (Use separate sheet as necessary.)

	<u>SUBCONTRACTOR</u>	<u>CLASS OF WORK</u>
1)	<u>N/A</u>	<u></u>
2)	<u></u>	<u></u>
3)	<u></u>	<u></u>
4)	<u></u>	<u></u>
5)	<u></u>	<u></u>

Prime responsibility: The selected provider will be required to assume full responsibility for all services and activities offered in its proposal, whether or not provided directly. Further, the City will consider the selected Contractor to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the contract.

Number of years of experience or additional details of subcontractors, supplier or product may be requested for projects as deemed necessary by the City.

Submitted by: COMPANY USIC Locating Services, LLC
ADDRESS 9045 N River Rd Indianapolis, IN 46240
COMPANY REPRESENTATIVE 
Trent Bowers, Chief Commercial Officer

5. ADDENDA ACKNOWLEDGMENT (Must be submitted with Bid)

Fiber Locator Contractor


I/we hereby acknowledge receipt of the following addenda(s):

Addendum No.	<u>N/A</u>	Dated	<u> </u>
Addendum No.	<u> </u>	Dated	<u> </u>
Addendum No.	<u> </u>	Dated	<u> </u>
Addendum No.	<u> </u>	Dated	<u> </u>

I/we further certify that no agreement has been entered into to prevent competition for said work and that I/we carefully examined the site where the work is to take place, and the plans, specifications, form of contract, bond and all other contract documents.

I/we further agree to enter into the contract, as provided in the contract documents, under all the terms, conditions and requirements of those documents.

* If no addenda were issued, the bidder shall so indicate and sign this document.

 USIC Locating Services, LLC
Company
 Trent Bowers
Representative Signature
Date 

6. BID BOND – not applicable to this project

7. BIDDER'S PROOF OF RESPONSIBILITY (Must be submitted with Bid)

Wisconsin Statutes Section 66.0901 (2) requires anyone submitting a bid to complete a sworn statement consisting of information relating to the financial ability, equipment, experience in the work prescribed in the public contract, and other matters that the municipality requires. The City of Superior shall properly evaluate the statement and shall find the maker of the statement either qualified or unqualified.

If the City is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, it may reject the bid or disregard the same or require additional information.

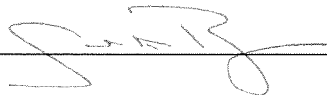
The contents shall be confidential and may not be disclosed except upon the written order of the person furnishing the statement, for necessary use by the public body in qualifying the person, or in cases of actions against, or by, the person or municipality.

1. Name of bidder: USIC Locating Services, LLC
2. Bidder's address: 9045 N River Rd Indianapolis, IN 46240
3. When organized: 12/83
4. Where incorporated: Indiana
5. How many years have you been engaged in the contracting business under the present firm name: 2008
6. Have you ever failed to complete any work awarded to you? No Yes _____
(If yes, please explain)
7. Have you ever defaulted on a contract? No Yes _____
(If yes, please explain.)
8. Have you ever been sued for services you provided? No _____ Yes _____
(If yes, please explain.)
9. In the past three years, has your organization had at least a 25% interest, or has another corporation, partnership or other business entity operating in the construction industry controlled it? No _____ Yes _____
(If yes, please attach a statement explaining the nature of the relationship.)
10. Has your or the controlling company ever been charged with or convicted of a violation of any wage schedule? (Section 66.0903 (12) d Wis Stats) No Yes _____
(If yes, please provide details, date, claimant, particulars of each instance.)
11. Has the applicant, any of its owners, a subsidiary or corporate parent, or any officer or director thereof; been convicted in the last three years of violating Section 133.01, Wisconsin Statutes (Unlawful Contracts; Conspiracies)? No Yes _____
(If yes, please provide details, date claimant, particulars of each incident, etc.)
12. Does your firm have a substance abuse policy that complies with Section 103.503 Wisconsin Statutes? No _____ Yes
13. Does your firm possess all valid licenses, registrations and certifications required by federal, state, county or city law necessary for the work it seeks to perform?
No _____ Yes
14. Has your organization had any type of business, contracting or trade license, certification or registration revoked or suspended in the last three years?
No Yes _____ (If yes, please explain.)

15. Does your organization meet all bonding requirements as required by applicable law?
No _____ Yes X
16. Attach a list of the largest contracts completed by your firm, including kind of work and approximate cost.
17. Attach a statement of background and experience of the principal members of your personnel, including your officers.
18. Name, address and telephone numbers of a minimum of two (2) references of others whom you have performed similar work/services to in the past five (5) years.
19. Credit references - attach as applicable
20. Financial (net worth in excess of): \$ _____
21. Additional information may be submitted if desired. Attach separate sheets as necessary.

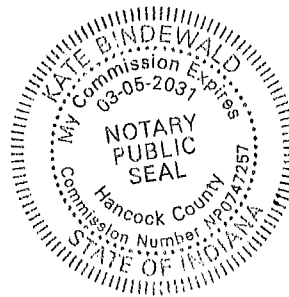
Company Name USIC Locating Services, LLC

I, the below signed, attest all answers to the foregoing questions and all statements contained are true and correct.

Authorized Signature 

PRINT signature name and title Trent Bowers, Chief Commercial Officer

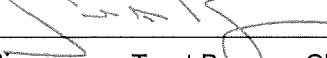
Subscribed and sworn to before me,
this 29 day of October, 2024
Kate Bindewald
Notary Public
County of Hannon
My Commission Expires 3-5-2031



7a. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

This certification is required by the regulations implement Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the agency with which this transaction originated.

1. The Contractor certifies that, by submission of this proposal, that neither it nor its principals, or SubContractors:
 - a. Is presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Have not within a three-year period preceding this date been convicted of or had a civil judgement rendered against you for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this date had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

Signed: 
Print Name & Title: Trent Bowers, Chief Commercial Officer
Name of Organization: USIC Locating Services, LLC
Date: _____

8. AFFIDAVIT OF ORGANIZATION AND AUTHORITY

(Must be submitted with Bid)

STATE OF Indiana)

) SS

COUNTY OF Marion)

Trent Bowers being duly sworn on oath deposes and states that the bidder on the attached bid proposal is organized as indicated below and that all statements herein made are made on behalf of such bidder and that this deponent is authorized to make them.

Complete Applicable Paragraphs:

1. CORPORATION

The bidder is a corporation organized and existing under the laws of the State of Indiana, its president is Yuvbir Singh, its secretary is Deborah Lloyd, and it does (does not) have a Corporate Seal. The president is authorized to sign construction contracts and bids for the company by action of its board of directors taken _____ a certified copy of which is hereto attached. (Strike out last sentence if not applicable.)

2. PARTNERSHIP

The bidder is a partnership consisting of _____ and _____ partners doing business under the name of: _____

3. SOLE TRADER

The bidder is an individual and if operating under a trade name, such trade name is:

4. LIMITED LIABILITY COMPANY

The undersigned is the _____ (title) of _____, a Limited Liability Company organized and operated under the laws of the State of _____.

5. ADDRESS

The business address and phone number of bidder is:

9045 N River Rd Indianapolis, IN 46240

6. STATUTORY SWORN STATEMENT

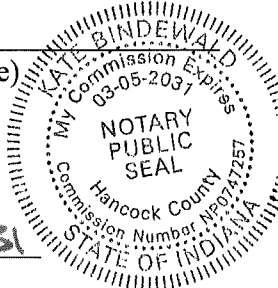
Trent Bowers also deposes and states that they have examined and carefully prepared this bid proposal from the plans and specifications and has checked the same in detail before submitting this proposal or bid, and that the statements contained herein are true and correct.

Subscribed and sworn to before me,
this 28 day of October, 2024

Kate Bindewald
Notary Public

County of Marion

(Authorized Signature)



My Commission Expires 3-5-2031

9. AFFIDAVIT OF COMPLIANCE

Not applicable to this project.

10. CONTRACT (to be finalized after the bid)

Fiber Locator Contractor

10.1 Preamble

This contract made this ___ day of ___ 2024, by and between _____, a _____ corporation, herein called "Contractor", and the City of Superior, a municipal corporation, located in Douglas County, Wisconsin, herein called "Owner".

WITNESSETH, that the Contractor and Owner for the consideration stated herein, agree as follows:

10.2 Article I - Scope of Work

The Contractor shall perform everything required to be performed and shall provide and furnish all the applicable labor, materials, equipment, necessary tools, expendable equipment, insurance provided by the specifications, contributions to social security and all utility and transportation services required to perform and complete in a workmanlike manner the following work:

Bid Project: **Fiber Locator Contractor**

All work shall be in strict compliance with the Contractor's proposal and other contract documents, herein mentioned as component parts of this contract.

10.3 Article II - Contract Price

The Owner shall pay the Contractor for the performance of work under this contract an amount based upon the unit prices contained in the proposal for the actual measured quantities of work done or lump sum as proposed.

Contractor shall not be entitled to payment for work found deficient or failing to conform to the requirements set forth in this agreement and is not entitled to further payments until corrected to the satisfaction of the IT Director at the cost of the Contractor. The City will inform the Contractor of any deficiencies and/or items that do not conform to this contract within thirty (30) days of receipt.

Unless otherwise provided in the special provisions, payments are to be made to the Contractor within 30 days of receipt of an approved payment application/invoice on the basis of written approval of estimates by the Owner of the value of the work performed during the

preceding billing period.

10.4 Article III - Component Parts of this Contract

This contract consists of the following component parts, all of which are as fully a part of it as if set out verbatim herein, or if not attached, as if the same were hereto attached:

1. Advertisement to Bid
2. Instructions to Bidders
3. Bid Proposal
4. Subcontractors & Suppliers Listing
5. Addenda Acknowledgment
6. Bidder's Proof of Responsibility
7. Affidavit of Organization and Authority
8. Disbarment Affidavit
9. Contract
10. Certificate of Insurance
11. General Specifications
12. Engineer's Certificate (as applicable)
13. Special Provisions (as applicable)
14. Contract Change Order
15. Additional Attachments per Index (as applicable)

The contract documents form a complete unit and requirements called for by one are as binding as if called for by all. In cases of conflict between plans and specifications, the specifications shall govern. Special Provisions shall control over General Specifications.

10.5 Article IV - Payment for Labor & Materials

The Contractor specifically agrees to pay for all claims for labor performed for this project and materials furnished, used and consumed in completing the foregoing contract, together with all items enumerated in Section 779.035, of the Wisconsin Statutes, as the obligation of the Contractor. No assignment, modification or change in the contract, or change in the work covered thereby, or any extension of time for completion of the contract shall release the sureties on the bond.

10.6 Article V - Insurance

Within ten (10) days after the execution of the contract, and prior to commencement of any work, the Contractor shall file with the Owner, satisfactory evidence of having adequate worker's compensation insurance and public liability insurance, both personal and property, as outlined in the General Specifications, section 12.3.

11. PERFORMANCE AND PAYMENT BOND

Not applicable to this project.

12. GENERAL SPECIFICATIONS

12.1 GENERAL

Unless otherwise stated, all work and conditions of this contract shall be performed in accordance with Wisconsin State Statute 182.0175, policies of the Excavator's Guide to Diggers Hotline, Diggers Hotline Member Companies Field Manual and American Public Works Administration (APWA) Uniform Color Code.

State, Federal and/or grant funds may be used to fund all or part of this contract. The City will not be held liable for any damages incurred due to changes in State, Federal or grant funding, including (but not limited to) a reduction or cancellation of the project.

12.2 SUBSTITUTIONS

The following terms shall be substituted in the specifications:

- a. "Owner" or "City" is the City of Superior.
- b. "Engineer" is the Contracted Engineer/Architect for the City of Superior or the City Engineer assigned to the project.

12.3 INSURANCE REQUIREMENTS

The Contractor shall not commence work on contract until proof of insurance required has been provided to the City.

It is hereby agreed and understood that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

CONTRACTOR—LIABILITY

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form, including coverage for Products Liability, Completed Operations, and Contractual Liability coverage with the following minimum limits and coverage:

- | | |
|---|-------------|
| 1. Each Occurrence limit | \$1,000,000 |
| 2. Personal and Advertising Injury limit | \$1,000,000 |
| 3. General aggregate limit (other than Products-Completed Operations) | \$2,000,000 |

- | | |
|--|-------------|
| 4. Products-Completed Operations aggregate | \$1,000,000 |
| 5. Fire Damage limit — any one fire | \$50,000 |
| 6. Medical Expense limit — any one person | \$5,000 |

B. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1- "Any Auto" basis.

C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements. If applicable for the work coverage must include Maritime (Jones Act) or Longshoremen's and Harbor Workers Act coverage.

Provide a waiver of subrogation in favor of the City for the workers' compensation and liability insurances.

D. Umbrella Liability providing coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by the City.

INSURANCE REQUIREMENTS FOR SUBCONTRACTOR

All subcontractors shall be required to obtain Commercial General Liability (if applicable Watercraft liability), Automobile Liability, Workers' Compensation and Employers Liability, (if applicable Aircraft liability) insurance. This insurance shall be as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

**APPLICABLE TO CONTRACTORS / SUBCONTRACTORS /
SUB-SUB CONTRACTORS**

- A. Primary and Non-contributory requirement - all insurance must be primary and non-contributory to any insurance or self-insurance carried by City.
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an **A.M. Best** rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. **Additional Insured Requirements - The following must be named as additional insureds on all Liability Policies for liability arising out of project work – City of Superior**, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be ISO form CG 20 10 07 04 and also include Products - Completed Operations additional

insured coverage per ISO form CG 20 37 07 04 or their equivalents for a minimum of 2 years after acceptance of work. This does not apply to Workers Compensation Policies.

- D. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the City.
- E. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. In addition, form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure must also be provided or its equivalent.

Such liability policies shall contain a provision or endorsement covering any contingent liability of the City of Superior. **The City is to be shown as “additionally insured” and the project is to be listed on the certificate.** The naming of said entities as Certificate Holders will not be acceptable. Certificates of worker's compensation and personal and public liabilities, along with the provision indemnifying the City of Superior must be submitted by the successful bidder.

12.4 LICENSES, PERMITS AND APPROVALS

The Contractor warrants that he is properly licensed and possesses all the necessary qualifications as required by the federal, state and local laws, ordinances, regulations, etc. prior to commencing work, and shall remain in good standing for the duration of the project.

The Contractor is responsible for all local, state, and federal permits and approvals which may apply to this project. The fees for local permits will be waived upon receipt of application of such permits and it is noted that the permit late fee of \$750.00 per permit will be the financial responsibility of contractor. Normal local inspections will be required, including final inspection of the project by the applicable local departments. The Contractor shall give all notices required by law and comply with all laws, statutes, ordinances, rules and regulations that affect the conduct and prosecution of the project. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If Contractor performs any work that it knew or should have known to be contrary to such laws, statutes, ordinances, rules, and regulations and without giving notice to the City, the Contractor shall be responsible for all costs arising therefrom.

The City will consider no plea of misunderstanding or ignorance of these requirements.

12.5 OBSTRUCTION OF STREETS AND SIDEWALKS

The Contractor shall promptly remove any dirt or debris which is caused by its performance of this contract and clean all streets, sidewalks, alleys, and public property which are soiled

by Contractor's actions or omissions. If the Contractor shall, in any manner, obstruct a street or sidewalk or other public grounds, they shall erect, install, maintain and pay for barriers and lights to prevent accidents and shall be liable for damages caused by the obstruction and for any damage or disruption to streets, alleys or public grounds which may result from the Contractor's carelessness in the prosecution of such work in accordance with Section 62.15 (11) of the Wisconsin Statutes. The Contractor shall also be bound by any further requirements of the specifications on this point.

12.6 TERM OF THIS AGREEMENT

The term of this agreement shall be from the date of the agreement through December 31, 2026, with options to renew upon mutual agreement of terms and conditions.

12.7 COORDINATION OF CONTRACTORS

The City may award or may contract for additional work outside the scope of this contract. The Contractor shall fully cooperate with any other Contractor, City employee, Engineer, or designated representative of the City, by scheduling its own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of any other Contractor, agent, City employee, engineer or designated representative as scheduled.

Employees of the Contractor must be able to work within a public setting without creating a disruption and conform to all policies, rules and regulations. Contractors shall require that their employees be courteous at all times, not to use loud or profane language, and to work as quietly as possible. The contractor shall require that its employees shall not trespass, loiter, cross property to adjoining premises, or tamper with property not covered by the contract.

The contractor agrees to observe and obey all applicable laws, ordinances, rules and regulations promulgated and enforced by the City and by any other proper authority having jurisdiction over the work performed herein.

Special Conditions Where special conditions or special purposes require the consideration of deviations from these specifications, any such deviations must be authorized by the Owner.

12.8 CHANGE ORDERS

Any change to the signed contract must be approved by the Owner, in writing, prior to the commencement of the change. All changes/amendments/addition/ deletions to the original contract must be described on the Contract Change Order form with necessary increase/decrease in contract price indicated. Change orders will need to include any

invoices and supporting documents. These changes will include applicable project extension time requests. The form is to be numbered sequentially and is to be signed by the Contractor and approved by the Owner before proceeding to execute the work. Verbal directions, approvals, conversations or agreements are not permitted in lieu of a written Change Order.

Any work conducted outside of the scope of the contract, or in addition to the contract and not authorized through a written Change Order is at the Contractor's sole cost and expense.

12.9 STANDARD OF CARE

Contractor represents that it will perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same locality.

12.10 AS-BUILTS DOCUMENTS

Not applicable to this project.

12.11 CONTROL OF THE WORK

MANY UTILITY OWNERS HAVE EXISTING FACILITIES NEAR OR AT THE LOCATION OF THE WORK REQUIRED UNDER THIS CONTRACT. The Contractor shall contact **Diggers Hotline at 1-800-242-8511** to determine locations are safe and will make any adjustments recommended by the locator prior to performing any excavation operations under this contract.

12.12 SCOPE OF WORK

The scope of work for this project shall be in accordance with this Agreement.

The Contractor shall be responsible for the maintenance of traffic. The Contractor shall provide, erect and maintain all barricades.

12.15 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

The Contractor shall work in cooperation with utility companies in the protection of water and gas mains and other utilities that may be within the limits of construction. It shall be the duty of the Contractor to notify the utility company or companies involved before starting work on this project.

12.16 SAFETY AND SECURITY

The Contractor shall at all times perform in a safe and workmanlike manner to avoid injury or damage to any person or property. The Contractor shall comply with all requirements and specifications relating to the safety, health and sanitation measures applicable to the project. The Contractor shall exercise all necessary precautions for the safety of its employees, and be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, including, but not limited to, the Wisconsin Labor Code, The U.S. Department of Transportation Omnibus Transportation Employee Testing Act, and OSHA standards.

The contractor shall provide its employees all necessary safeguards, devices and protective equipment, including but not limited to adequate life protection and lifesaving equipment, and shall ensure the proper inspection and maintenance of safety measures are current and in compliance.

The City may halt construction on any project where appropriate safety measures and equipment are not being used or any safety regulations are not being followed. Work will not be permitted to resume until required safety provisions have been made and delays as a result of this provision will not be considered a basis for an increase in the contract price or an extension of the completion deadline.

12.17 CONFERENCE

A conference will be scheduled by the Owner prior to work commencing.

12.18 GENERAL TERMS AND CONDITIONS

a. No Relationship. Contractor understands and agrees that the relationship of Contractor and the City arising out of this agreement is that of a contracted service provider, not an employee or contracted employee of the City of Superior, the IT Department, or any other entity within the municipality, and therefore, is not entitled to any benefits provided to employees of the City of Superior.

b. Taxes. Contractor shall be responsible for all federal, state and local taxes arising in accordance with this contract, as well as any other taxes, fees or licensing expenses pertaining to these services.

c. Qualifications. By accepting this agreement, Contractor represents that they possess the necessary skills and qualifications to perform work under this agreement. Contractor will comply with all local, state, and federal licensure requirements and will provide proof upon request.

d. Legal Relations. All recommendations, policies, procedures and other communications provided by the Contractor under this agreement will comply with all laws, ordinances,

rules and regulations promulgated and enforced by the City and any other proper authority having jurisdiction over the conduct of the operations of the City. The Contractor shall comply with and observe federal, state and local laws that may be applicable to the services provided.

In carrying out provisions of this Agreement or exercising power or authority granted to the Contractor thereby, there shall be no personal liability to the City, it being understood that in such matters the City act as representatives of the State. The Contractor is not an agent of the State.

e. Assignment of Agreement. The Contractor shall not subcontract, assign or transfer any part of this work to any other parties without the express written consent of the City.

f. Claims. Contractor shall meet with City representatives to attempt to resolve claims, disputes and other matters arising in question arising out of or relating to this Agreement. Issues not settled are to be presented in writing to the City of Superior for review and resolution.

g. Indemnifications. The Contractor hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (subcontractor) or volunteers as part of the work covered by this Agreement, it shall be responsibility of the Contractor to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

h. Deficiencies. Contractor shall not be entitled to payment for work found deficient or failing to conform to the requirements set forth in this agreement and is not entitled to further payments until corrected to the satisfaction of the IT Director. The City will inform the Contractor in writing of any deficiencies and/or items that do not conform to this agreement within ten (10) days of identifying the deficiencies and/or items. The City and Contractor will work together to resolve as outlined in section f.

i. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days written notice. In the event of termination, Contractor shall be paid for services performed to termination date.

j. Damage to Property. Contractor shall assume responsibility for any damages to the property caused by faulty workmanship, materials or equipment and agrees to replace any such property during the period of the agreement (including any and all agreement extensions), without cost to the City. If Contractor causes damage while completing the work outlined in this agreement, Contractor will report damages to the City before the end of the next business day.

k. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matters contained herein and supersedes all other written and oral agreements between the parties with respect to such matters.

l. Modification. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.

m. Force Majeure. Each party shall be excused from any breach of this Agreement which is caused by war, strike, and act of Nature or other similar circumstances normally deemed outside the control of well-managed businesses.

n. Governing Law. The Agreement is construed under the laws of the State of Wisconsin.

o. Headings and Captions. Headings and Captions appear solely for convenience of reference. Such headings and captions are not part of this agreement and shall not be used to construe it.

p. Validity. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

q. Integrated Agreement. This Agreement contains the complete understanding among the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings regarding such matters. The Parties acknowledge and represent that they have not relied on any promise, inducement, representation, or other

statement made in connection with this Agreement that is not expressly contained herein.
The terms of this Agreement are contractual and not a mere recital.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2025

12/28/2023

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

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

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : American Zurich Insurance Company		40142
INSURER B : Zurich American Insurance Company		16535
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
1378910 USIC, LLC
USIC LOCATING SERVICES, LLC
DBA USIC LOCATING SERVICES, LLC
9045 N RIVER ROAD, SUITE 200
INDIANAPOLIS IN 46240

COVERAGES CERTIFICATE NUMBER: 17746550 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$2,000,000 <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO 9441413-09	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Not Applicable PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ 8,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 9441414-09	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 9441411-09 (DED) WC 9441412-09 (RETRO MA WI) EXCLUDES TX	1/1/2024 1/1/2024	1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

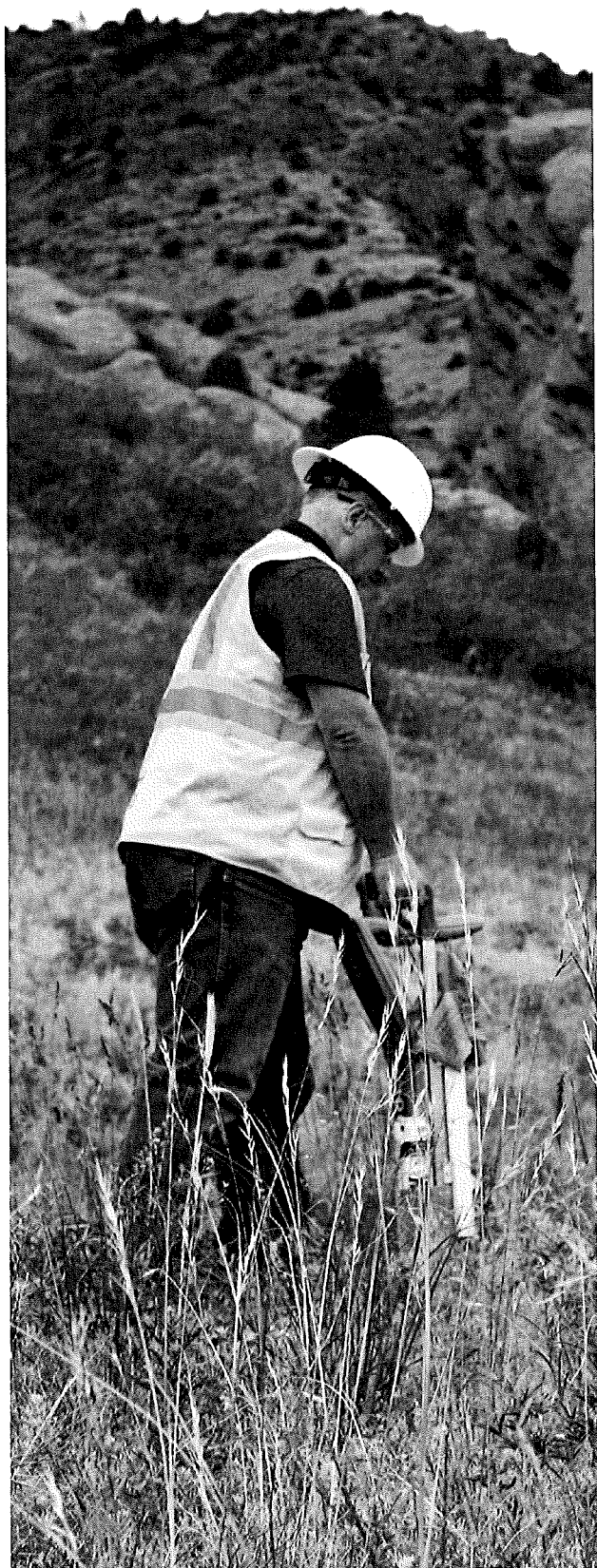
CANCELLATION See Attachment

17746550
EVIDENCE OF LIABILITY INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Exceptions

REQUEST FOR BID (BID #24-38-IT)
CITY OF SUPERIOR, WI
FIBER LOCATOR CONTRACT
REQUESTED EXCEPTIONS TO TERMS

Term & Section	Language
Locating Expectations, Page 10	<p>USIC requests the following revisions to the “Locating Expectations”:</p> <ul style="list-style-type: none"> • <u>Mark lines (including remarking) as tickets are received using stakes and/or flags, paint strips and other clearly identifiable materials. Contractor shall be entitled to bill City for remarks at the applicable contract price.</u> • <u>Contractor will pay any costs Restoration Costs associated with mismarking, including repair to fiber utilities, damages due to lost service, materials, labor, road repair, etc. in the event locates were not performed with reasonable accuracy (placement of appropriate markings within the applicable 811 tolerance zone 18 inches of the outside dimensions of both sides of an underground fiber facility).</u> • <u>The City agrees to provide Contractor with updates (at least monthly, or more often as needed) to its prints, maps, and any other Facility location records in a standard GIS/ESRI format (.shp, .mdb, or .gdb) with proposed Facility layers, if available, and One Call Center Ticket information (One Call Center format for the applicable state) via e-mail or web services to Contractor’s Ticket management system, so as to permit Contractor to provide the Locate Services. The City acknowledges that it is the City’s responsibility to keep all applicable maps, records, and prints up-to-date and provide such mapping and records to Contractor in a timely manner via a secure customer portal provided by Contractor or Secure File Transfer Protocol (SFTP). The City acknowledges that Contractor does rely in part on such records, and Contractor bears no liability for the City’s failure to provide accurate maps, records, and/or prints, or any damage which arises from incomplete and/or inaccurate maps, records, and/or prints.</u> • <u>Contractor will make known to the City within 7 business days of a completed locate if it is found that the provided GIS map markings are significantly different from the actual location of the fiber. Significantly would be considered 10 feet or more from the mapped marking. This can be shared via email or phone call to the Broadband Manager. Contractor shall not be liable for any damages that occur because of maps provided by the City -that differ from the actual location of the fiber.</u>
Definitions, Page 11	<p>USIC requests the following terms be added to “Definitions”:</p> <ol style="list-style-type: none"> 1. <u>Emergency Normal Hours Locate means a request for a Locate that arises from a condition that threatens life, health, or property as defined by applicable state law and are transmitted during Contractor’s normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).</u> 2. <u>Locator At Fault Damage means Damage to the City’s Fiber Facilities caused by an excavator that occurs as a direct result of Contractor not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to the City’s Fiber Facilities arising from Contractor’s late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.</u> 3. <u>Locator Not At Fault Damage means Damage to the City’s Fiber Facilities that occurs for any reason other than Contractor not performing the Locate with Reasonable Accuracy.</u>

<p>Damage Investigations , Pages 12-13</p>	<p>USIC requests the following revisions:</p> <p>Damage Investigations</p> <ul style="list-style-type: none">a. Should either party to the agreement become aware of any damage to the City's facilities that occurs after the contractor has been asked to perform a locate with respect to the City's facilities, the party learning of the damage shall promptly notify the other party within one (1) hour of becoming aware of the damage. <u>This notification must be made by calling Contractor at 1-800-778-9140 or sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. This notification may be made in writing.</u> Both parties to the agreement reserve the right and shall be entitled to investigate any reports of damage to the City's facilities.b. When the City notifies the contractor of damage to City facilities due to unmarked or mismarked facilities, a supervisor must meet a City representative onsite immediately to review the incident so that a solution can be determined quickly. All potential damage to the City's Fiber Facilities shall be investigated.c. <u>The contractor will investigate incidents of damage to the City's facilities and provide a written report of its findings to the City within seven (7)ten (10) business days of the incident. Such report will contain the contractor's determination as to whether the damage to the City's facilities constitutes at fault damages and photo proof of locate completion of Diggers Hotline ticket. The City shall have thirty (30) days after receipt of the contractor's written report to contest the contractor's conclusion. Unless the City notifies the contractor in writing within such period that it disputes the contractor's conclusion as to at fault damages, the contractor's conclusion with regard to that issue shall be deemed binding with respect to the agreement. If the City disputes the contractor's conclusion, the parties will seek to mutually resolve such dispute utilizing a mutually acceptable mediator.</u>d. <u>The City agrees Contractor shall not be liable to the City for any Restoration Costs or any other liabilities arising from that Damage to the City's Fiber Facilities, and the City shall indemnify Contractor against any and all third party claims asserting that any third party damage constitutes a Locator At Fault Damage.</u>e.e. <u>To the extent permitted by law and to the extent of and directly corresponding to the Locate Services and related to the accuracy or timeliness of Locate penalties, Contractor shall be entitled to participate in and/or conduct a defense in any investigation or appeal by any administrative, regulatory, or other governing authority, and the City shall make any and all reasonable accommodations to allow Contractor to do so. If the City refuses or objects to Contractor's participation, the City hereby agrees that it is prohibited from asserting that Contractor is liable for any fines or penalties imposed by such administrative, regulatory, or other governing authority. Should any administrative, regulatory, or other governing authority impose a penalty or fine that may have an adverse effect on Contractor, then the City shall not settle the imposition of such fine or penalty without the written consent of Contractor. Contractor shall reimburse the City to the proportion and extent of its fault for such penalties or fines upon receiving an invoice from the City. The total reimbursement of such penalties or fines payable by Contractor shall not exceed the Locate Service revenue paid by the City in the month the penalties and/or fines are imposed on the City and/or Contractor.</u>
<p>Limitation of Liability, Page 13</p>	<p>USIC requests the following revisions:</p> <p>Limitation of Liability and Indemnification of the City by the contractor:</p> <p>The contractor will be responsible for paying the City's restoration costs only if: a) the contractor receives a request to provide locate services with respect to the City's fiber facilities, and b) the damage to the City's fiber facilities constitutes an at fault damage. If the damage to the City's fiber facilities is not at fault damages or if the City's fiber facilities are unidentifiable facilities or unlocatable facilities, the contractor's only responsibility will be to provide whatever support to the City it can reasonably provide to establish whether the excavator or another third party is liable for such damage to the City's facilities. To the fullest extent allowed under applicable law,</p>

	<p><u>Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, Interruption of Service, cost of replacement power, cost of capital, downtime costs, increased operating costs, administrative costs including TPA fees, and any special, consequential, incidental, indirect or punitive damages. "Interruption of Service" means an interruption in the services provided by the City to its customers.</u></p> <p><u>Contractor shall have no liability whatsoever for any Restoration Costs or other damages associated with damage to the City's fiber facilities, regardless of the alleged cause of the damage, regardless of the number of facilities damaged in the incident, and regardless of the alleged scope or amount of the damages. The Parties acknowledge and agree that this provision is not intended to expand or otherwise impose liability on Contractor, but rather, is intended to be an absolute limit on Contractor's liability to the City for any incident involving damage to the City's fiber facilities, regardless of cause.</u></p> <p><u>Contractor's total liability to the City under this Contract shall not exceed one times the annual contract value determined by the trailing twelve-month period.</u></p>
<p>Price Adjustments, Page 13</p>	<p>USIC provides the following price adjustments:</p> <ol style="list-style-type: none"> 1. <u>At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services shall be increased annually by 5%.</u> 2. <u>Contractor shall notify the City if Contractor becomes aware of any regulatory, judicial, or 811 process-related changes that affects the amount of time it takes Contractor to provide Locate Services in response to Ticket(s), including but not limited to adjustment of the Ticket parameters or make-up. Subsequent to notification, Contractor shall make an equitable adjustment to the prices for Locate Services upon reasonable justification and thirty (30) days' written notice to the City. Unless the City contests, in writing within the thirty (30) day notice period, the price increase will become effective on the date identified in Contractor's notice. If the City contests the basis for the price increase as provided above, the parties shall negotiate a mutually agreeable resolution.</u>
<p>Contract, Section 12.18(g)</p>	<p>USIC requests the following revisions to Section 12.18(g):</p> <p>g. Indemnifications. <u>The Contractor hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all third party suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable and customary attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole or partial negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor may retain counsel of its choosing, at its own expense. The City may retain separate or additional counsel as well, but the cost of such counsel shall be borne by the City. Contractor has no obligation to indemnify, defend or hold harmless the City for third party suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable and customary attorneys' fees, costs, and expenses resulting from damages that are not caused by Contractor's negligence or fault. Any party seeking defense and/or indemnity under this Section must provide notice to the other party as promptly as possible upon becoming aware of the incident for which defense and/or indemnity is being sought; failure to provide prompt notice waives the party's right to be indemnified, defended or held harmless under this Contract.</u></p>

	<p>In the event the injury or damage is caused by joint negligence, concurrent negligence, or otherwise by the fault of both Contractor and City, the loss or expense shall be borne by each party in proportion to its degree of fault. Contractor shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers in proportion to its degree of fault for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that Contractor employs other persons, firms, corporations or entities (subcontractor) or volunteers as part of the work covered by this Agreement, it shall be responsibility of the Contractor to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.</p>
Contract, Section 12.18(j)	<p>USIC requests the following revisions to Section 12.18(j):</p> <p>j. Damage to Property. Contractor shall assume responsibility for any damages to the property caused by faulty workmanship, materials or equipment and agrees to replace any such property during the period of the agreement (including any and all agreement extensions), without cost to the City. If Contractor causes damage while completing the work outlined in this agreement, Contractor will report damages to the City before the end of the next business day.</p>
Contract, Section 12.18(r)	<p>USIC requests the following provision be added as Section 12.18(r):</p> <p><u>r. Non-Solicitation. The City agrees that during the term of this Contract and for a period of twelve (12) months thereafter, the City will not hire or solicit for hire any employee of Contractor who has been employed by Contractor within the last six (6) months. The only exception to this provision shall be a publicly posted position by the City, to which a Contractor employee responds seeking employment without first having been solicited by the City.</u></p>



USIC Experience Company Overview



USIC Experience / Company Overview

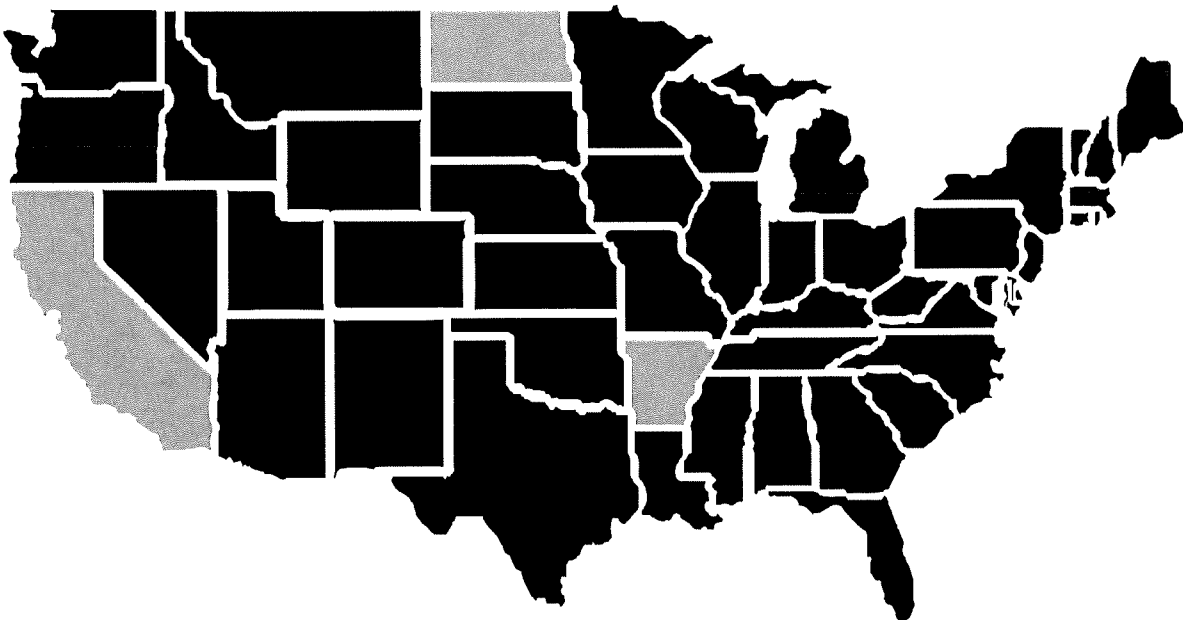
Company Information

USIC Locating Services, Inc., a subsidiary of United States Infrastructure Corporation, is America's leading provider of underground utility locating services, with over 9,500 highly trained utility locating technicians protecting the assets of over 90% of the Fortune 500 Utility and Telecommunications Companies throughout or partially in 45 states and one Canadian province. USIC leads the utility locating industry in volume, accuracy, timeliness, and customer satisfaction.

Through our legacy companies, we have been in the locating business since 1978. In 2008, USIC Locating Services combined the two best brands in the utility locating industry, SM&P Utility Resources and Central Locating Services (CLS), to form the market leader in

underground utilities locating and marking services. In 2011, USIC acquired Consolidated Utility Services and further expanded our operating footprint. USIC has a national presence with over 50% market share in the outsourced locating services market. USIC services over 83 million utility locates annually.

Quality of service is of primary importance within USIC.
(Partial States still highlighted entire state)



Quality

Quality of service is of primary importance within USIC. USIC has earned the reputation as the highest quality service provider in the industry. Our entire organization is designed to support the highest standards of quality performance. From the initial state-of-the-art recruiting and selection process, through the most comprehensive in-house training program in the industry, to field locating and field supervision, quality performance is emphasized.

From our experience with and survey of utility companies that own buried facilities, it is clear that when utility companies consider possible vendors as facility-protection service providers and they seek the highest quality. USIC is considered a leading choice. Quality management is inherent in our Mission Statement, Values, and Beliefs. Everyone, from the field technicians to the President is dedicated to a system of performance that demands high quality.

Background

To USIC, locating is a true profession that requires a career-minded commitment from each and every USIC employee. It also requires an unwavering dedication to leading edge technology. Perhaps above all, it requires a focus on quality and excellence that extends well beyond the language of any contract. It is a bond that we have with you – our valued customer. We are always seeking the best way to serve your unique needs.

At the core of that bond is a promise we make and keep: to understand your organization's infrastructure better than anyone else. Through that unique knowledge, we are able to elevate our value far beyond the practice of locating and into every related area of your business.

This is how an industry leader should view the profession of locating.

Safety

Safety Management:

'Safety First' is one of the most critical fundamentals. Our Locators are continuously trained on new and better ways to be both safe and productive. The result: a strong record of safe performance, day in and day out.

Quality Assurance and Damage Protection:

What does it take to be a leader in the locating industry? At the center is a commitment to quality and damage protection that is, quite simply, unprecedented. That's why we lead our industry in infrastructure protection, with as few as one damage per 4,000 locates.

On-Time Performance:

Our goal is 100% on-time all day, every day. It is what you would expect from a professional locating company; and it is what we strive for on every locate.

Value:

Through our density model (multiple customers at one job site mean the lowest total cost of infrastructure protection for you) we spend less time driving and more time locating. That makes everything we do on your behalf more efficient and cost effective.

Growing Our Knowledge of Your Business and Our Value to You

At USIC, we share a common goal -- to improve your business results. That is, after all, why so many companies choose to outsource a task as critical as locating.

When performed properly by qualified professionals, locating provides more than peace of mind. It is a springboard for confidently moving your business forward, secure in the knowledge that the protection of your organization's infrastructure is in qualified hands.



To provide this level of protection, we strive to understand your infrastructure and business objectives as if we were literally on-staff with you. From that strong foundation of commitment, we then seek every available means for adding value to your bottom line.

As our partnership with you continues, we'll be in a unique position to develop even more ways—beyond locating itself—to help you achieve your business goals.

Delivering Total Value to your Organization, Every Day

USIC's density model is at the heart of our business model and how we create even greater value for all stakeholders. Through unprecedented economies of scale, we're able to increase our efficiency and lower your total cost of infrastructure protection.

How do we do it? Because we're able to serve multiple customers from a single job site, we can spend more time locating and less time driving. It's that simple, and the advantages are clear.

Leading the Way into the Future of Locating, and Beyond

USIC is here to improve your business results.

Beyond locating itself, we can leverage our unparalleled knowledge of your business infrastructure to create even more opportunities to add value for all of your stakeholders.

Damage Prevention Stakeholder Relationships

USIC's dedication to damage prevention goes beyond the physical activity of putting paint on the ground. Our management team and their respective field technicians understand that it's imperative to create sound relationships with all of the Damage Prevention Stakeholders – Excavating Community, One Call Centers, Regulatory Agencies and of course the Utility Members.

These relationships pay great dividends each and every day especially when the excavator knows who to call and can feel confident that someone with knowledge of the area will respond.

Our customers will continue to reap the instant rewards that come from having a workforce that is trusted by all Damage Prevention Stakeholders.

USIC Company Staffing

Employee Hiring and Selection

At USIC, we know our customers take a valued interest in the staff that will be working on their plant. For this reason, USIC performs a pre-employment background check, and several weeks of training before Technicians can start protecting our customers buried infrastructure.

- **Staffing Up** – USIC already has staff in place in the Superior area, handling the locating whereas the transition will be easy. USIC is always looking to adding staff to our territories and will continue to add additional staff if needed.

Training

USIC has a training plan in place for our current locators performing the locating in northern Wisconsin. We will continue the training and believe that our staff is never completely trained, therefore, our training is always in progress. Listed below is our 5-step training process.

Our five-step training process, which occurs in the designated service area, conducted by Certified Trainers, consists of the following:

(1) In Class Training - All USIC Locate Technicians receive a minimum 40 hours of classroom training based on utility density. Trainees learn about USIC, our company culture, expectations, and the skills needed to be an efficient USIC Locate Technician.

(2) On the Job Training - Following in-class training, Trainees enter a structured OJT program. Trainees are paired with experienced Locate Technicians and work in the areas where they will operate. Working with their coach, they will perfect their skills and learn techniques based on industry wide best practices and the most up-to-date field techniques to protect infrastructure and the public.

(3) Certification Process - All Trainees must complete a comprehensive field certification verifying field proficiency. USIC selects and trains acceptance certifiers from our most knowledgeable and highly skilled technicians.

(4) Qualified Technician - USIC Locate Technicians are specifically trained to meet our customer needs. This includes specialized, utility-specific training, developed in partnership with USIC customers and Operator Qualifications, where required.

(5) Continuing Education - All USIC Locate Technicians will receive annual and ongoing training to build their knowledge and skills. The USIC Institute provides hundreds of hours of ongoing learning available at any time to our employees. Our 3 Core Programs of Safety includes the “Why”, “How”, and “What”: Why: Locate Zero - Locate Zero is the foundation of our EHS Program; the WHY behind what we do. It is through Locate Zero that we can communicate why safety is important throughout our organization and bring to life what each employee values to make it personal for them. Locate Zero goes far beyond just being safe. It places an importance on why we choose to be safe for ourselves, our fellow coworkers, the public and the communities in which we live and work in. How: A3 Program - The A3 Program explains how we do what we do to achieve World Class Safety. This simple 3-step cognitive based process of Assess, Analyze and Act directly impacts and engages employees in hazard recognition/mitigation techniques and internalizes their own personal values as they approach their daily work tasks. What: F.L.A.G. - F.L.A.G. is one example of a tool our employees use, representing the WHAT in our safety culture. F.L.A.G. is a safety program designed to address the four major types of incidents our employees experience and the proper techniques to help mitigate these common hazards. (Footing, Line of Fire, Alignment, and Get Your Eyes on The Path).

Supporting Staff

USIC fully understands and is committed to the importance of having supporting staff for our technicians to help keep their mindset on the task at hand and to also can call on our team to help them.

Below is our breakdown of additional resources that our technicians can call on if needed.

1. Additional Technicians –We have several levels of technicians and their ability to assist another technician.

2. Project Team – USIC has a dedicated project team that can be called on to help with specific projects. Request would have to go through Supervisor to possible the Operations or District Manager.

3. Supervisor -- Technician can contact their supervisor for any locating issues or if they are needing assistance. Supervisor will (But not limited to):

- a. Manage the amount of locate requests the technicians must complete
- b. Assist the technicians in event of hard locate or troubleshooting
- c. Track the technician's workflow throughout the day
- d. Work solutions with customers to help guide technician how customer would like the work completed

4. Operations Manager – - To assist with any problems that the supervisor cannot handle.

- a. Ensure the operations field team has everything they need to complete the work.
- b. 1st escalation for supervisors
- c. In-field decision makers

5. Trainer – Trainer + entire training department will assist with any updating training and ongoing training that is needed. Pointed out before – Training is always in work; we cannot have enough training or safety awareness.

6. District Manager –Oversees the enter state of Wisconsin. All staff working in WI will report to the District Manager.

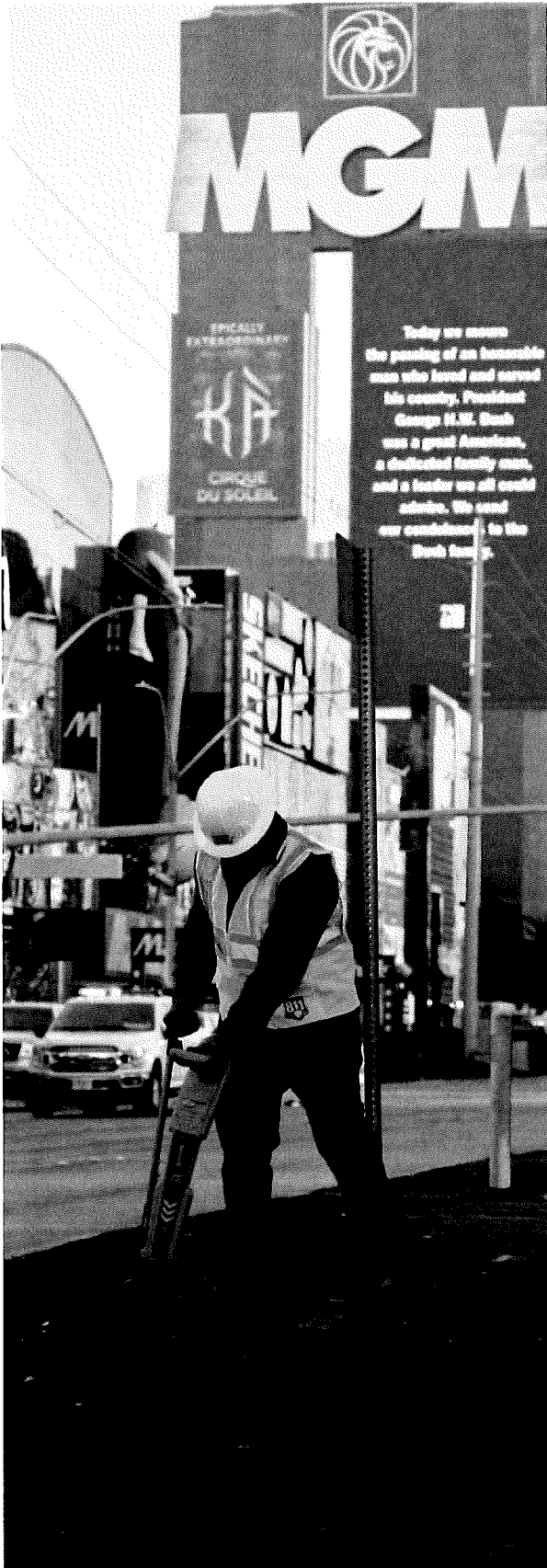
7. Admin, HR, GIS Mapping, Etc. – We have several departments that can provide other support for our valued technicians.

USIC Operations:

Brian Boehnen
Operations Supervisor
(715) 210-0011
brianboehnen@usicllc.com

Tom Cabot
District Manager
(847) 489-2265
TomCabot@usicllc.com

Brian Dreesen
Regional Director
(317) 680-5050
BrianDreesen@usicllc.com



References



USIC References

The following is a list of customer references that would be happy to discuss our partnerships.

Customer	Utility	Contact	Phone Number	Email Address
City of Watertown WI	Water, Sewer	Andrew Day	<u>(920) 262-4085</u>	ADay@watertownwi.gov
Wisconsin Independent Network	Fiber - Local	John Louis	<u>715-838-4012</u>	john.louis@wintechnology.com
We Energies	Electric, Gas	John Zaganczyk	<u>(262) 844-8917</u>	<u>john.nesbitt@we-energies.com</u>



Equipment

Equipment

Locating Devices - USIC has researched, and field tested nearly every device in the industry. We use a variety of locating devices depending upon technician experience and preference, utility being located, and geography of the work. Our typical locating device ranges in age from new to 5 years old. All repairs are done through manufacturer certified repair sites with certified technicians.



The types of units used by USIC with Superior will primarily use the Vivax Pro 2 & 3. Other locating equipment at USIC disposal will include the Radiodetection 8100 & 8200, Metrotech, Pipehorn, Subsite and Dynatel locating devices.

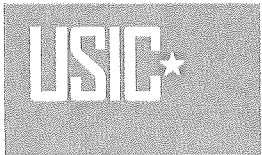
Vehicles – USIC owns Chevrolet Colorado's ranging from 2019 – 2023. All vehicles do have GPS tracking as a standard package we have for all our 9,800 vehicles.

The typical technician is equipped with the following additional equipment:

- Computers / Tablets
- Cellular Phones
- Ground Rod
- Measuring wheel
- Hard Hat
- ANSI II fluorescent reflective safety vest
- Traffic cones
- Digital camera
- Damage investigation kit (employees certified to investigate only)

USIC understands the importance of providing the necessary equipment for technicians to provide accurate locates in a safe and timely manner.





USIC Safety Statement

Safety Program - Each employee at USIC is responsible for their own personal safety as well as the safety of others. Each position at USIC has distinct safety responsibilities and accountabilities. The Safety Program is led by the Director of Safety. The Safety Program is implemented using the USIC Safety Management Process Plan.

Safety Management Process Plan

A Safety Management Process Plan has been created to ensure each management position within USIC has a set of clear safety accountabilities & responsibilities.

General Safety & Safety Standards

Additional information to be provided upon request of entire USIC Safety Statement

1. Safety Administration Standards
100% completion of annual USIC Driver's Education & Safety Certification
100% follow up on Safety Alert's
2. Communicate lessons learned from all safety incidents
3. 100% compliance to all manhole entry requirements – where applicable
4. 100% compliance to bi-monthly safety tailgates communicating the following:
5. 100% knowledge and use of the Safety Basics

Safety Accountability

1. Safety Activities & Action Plans

Safety Recognition

1. Rewards & Recognition (corporate)

Incident Investigation

1. Records
2. Case Management

Safety Communication

1. Safety Messages

Regional Director, District Manager, Field Supervisor, Technician

1. Safety Administration - Regional Director Safety Responsibilities

Safety Accountability

1. Performance Reviews & Status Report

Safety Recognition Worksite

Analysis

1. JBO Process and Requirements
2. Management Field Visits

Incident Investigation

1. Specific Procedures
2. Records
3. Case Management

Safety Communication

1. Safety Message
2. Conference Calls



Statistical Reporting and Trend Analysis

1. JBO Reports
2. Incident Investigations.
3. Incident Analysis
4. Safety Alert Observation Reports
5. Safety Indicators Report & MTD-YTD Safety Performance and Goals Reports
6. Constructive Counseling Statements & PIP/BMP Plans

Safety Committees

1. Region / District Safety Committees

USIC Contract Supervisor

- Regional Director
- Regional Manager
- Supervisor



Scope of Services

USIC understands the scope of work that Superior, WI is requiring and, if selected, we would welcome an in person and/or MS Teams meeting to discuss the scope in more detail, to ensure that we deliver above and beyond service. USIC's approach to the City's locating project relies upon the well-established processes and resources that are in place to protect City's infrastructure, which include highly trained & dedicated locate technicians, the latest technology and equipment in the industry, data from performing over 80 million locates annually, and stringent processes and procedures in place that are utilized to manage every locating project. These USIC attributes, together, are our differentiators and sets us above and beyond any locating company in the US.

The following bullet points provide an overview of the USIC locate process that is expected to be used each time our technicians locate underground facilities. The locate process is divided into 5 stages. Each stage of work involves several job expectations, which are duties they are required to perform as a Utility Locate Technician.

Five Stages of the USIC locate process

- 1) Evaluate the Locate
- 2) Identify the Locate
- 3) Prepare for the Locate
- 4) Perform the Locate
- 5) Verify and Document the Locate

Stage 1 - Evaluate the Locate

The first stage of locating involves completing a thorough evaluation of the job before they start locating facilities in the scope of the ticket. The primary objective of this stage is to develop a “**mental map**” of what is buried to maximize efficiency and to minimize locating errors.

- Verify the address of the locate
- Read the entire ticket carefully
- Do not alter the scope of the ticket, unless it is a project ticket and changes are approved by excavator
- Visually scan the entire job site
- Check all prints and records thoroughly
- If prints are not available technician is to notify their supervisor and document in system.

Stage 2 – Identify the Locate

The second stage involves determining what types of facilities are present at the job site. Technician will use this information to determine whether they will need to give special attention to the facilities being located (High Profile Procedures).

Technician will also need to understand the Safety and Financial Risks involved should these facilities be damaged during excavation. The primary objective of this stage is to determine whether it is necessary to use special locating procedures and equipment when completing the job.

USIC High Profile Locating Procedures

- USIC Technician is to determine whether high profile facilities are present at the job site
- Technician will follow appropriate procedures for locating HP facilities

Stage 3 – Prepare for the Locate

The third stage involves setting everything up for the locate to maximize our locating efficiency, we make sure our technicians understand what tools, equipment and materials they will need to complete the locate accurately and what access points will work best. The primary objective of this stage is to ensure our technicians are fully trained and aware of your utility through effective planning, training and preparation.

- Select tools and equipment needed for the job
- Set up all safety equipment for entering UG vaults as needed
- Identify all access points and select the best one for locating the target facility

Stage 4 – Perform the Locate

The fourth stage involves using proper procedures for identifying, pinpointing and marking the target facility. It is important for our technicians to understand what the best approach is for locating the target facility, for verifying the locate marks and for applying any troubleshooting techniques. The primary objective of this stage is to avoid taking short cuts, to have our technicians recognize locating errors, and to mark target facilities accurately and completely.

- Always use direct connect, except for special circumstances where induction might be required
- Create a good ground and un-bond as needed
- Use the lowest power and frequency settings that will produce a detectable signal
- Use paint and flags (when applicable) to mark entire scope of ticket
- Technician must use paint and take photos for each locate job
- Never repaint another Utility Technician's locate marks
- Verify the accuracy of the locate marks
- Use appropriate troubleshooting procedures to ensure accuracy

Stage 5 – Verify and Document the Locate

The fifth stage involves technician checking their work, taking photos of all locate markings, and completing the documentation for the locate. It is important to understand how to verify the locate marks

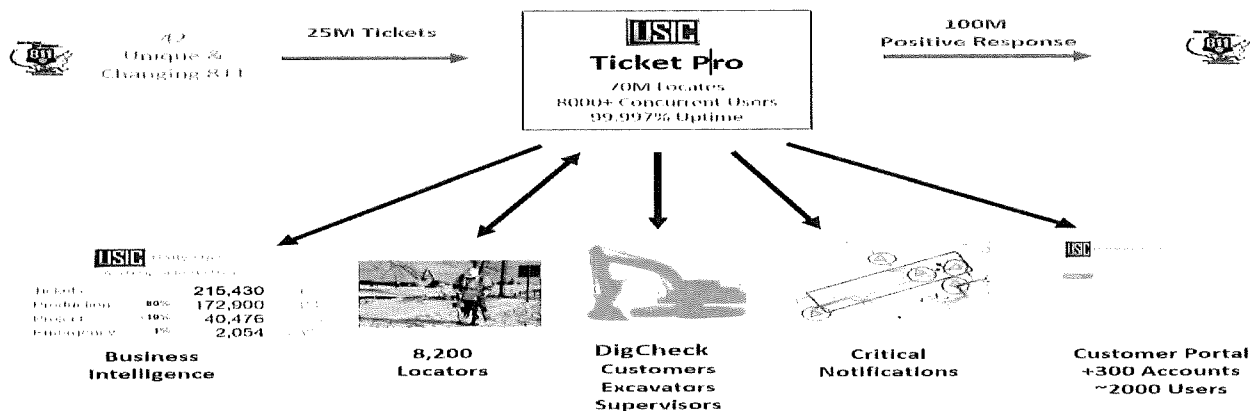
against the ticket and prints, how many and what types of photos are required and what it means to document the locate accurately in Mobile Dispatch. The primary objective of this stage is to ensure that our technicians have met all the expectations regarding their locate work, photos and documentation meet all of our financial, legal, and operational requirements.

- Recheck the ticket, prints and records against their locate marks to ensure accurate and complete markings
- Take photos of the locate according to specifications
- Complete all required all documentation, including all billing information in Mobile Dispatch, alert GIS Dept. via “? On Mapping” button, which in turn notifies the customer of mapping issues, and Restore the job site to its original condition

Here are additional technological advances that sets USIC apart from other locating firms.

Ticket Management System

The management and servicing of a locate request is a fully automated process that provides immediate access to field personnel. This results in timely and accurate locating by designated Technicians. The request is initiated by the WI 811 One Call Center and can be processed 24/7. Once a locate request is generated, our proprietary wireless ticket management system, TicketPro, accepts the request and records it for archival purposes. Within seconds of receipt, the locate request is routed automatically to the appropriate field Technician based on the geographic location for the excavation request. Upon receipt, the Technician sees a new request in their ticket list that is set-up with a status of new. The field Technician completes the ticket and updates the tickets status. When all work has been completed, including the uploading of digital photographs, the ticket status is changed to “closed” and any **positive response requirements are sent to the One Call**. Any open tickets nearing expiration are designated by color to ensure Technicians are able to meet all time constraints for the performance of the work. Throughout the lifecycle of the locate request, supervisors, dispatch personnel, and managers have access to review and/or audit the active tickets for all Technicians in the field.





This real-time visibility allows for load balancing and staff augmentation to ensure all requests are handled in a timely manner. Upon electronically completing the ticket, the billing is captured. Billing will then be transmitted from our USIC corporate office. Our billing and ticket system tracks the ticket, dates of work, type of work, time, footage, and all the information on the one call ticket.

Customer Portal and Photo Management System

Damage Prevention Technology

The following technologies are a standard part of USIC's locating services. Our base technologies focus on making our field operations efficient and high-quality.

We work to reduce human performance errors and we work to streamline field service time toward keeping our operations cost-effective.

Customer Portal

USIC provides a web-based application (Customer Portal) for our customers. The Customer Portal provides our customers with unlimited, on-line access to their Real-Time data and more importantly, provides our customer ability to audit our performance right from their desk chair. This data will remain on file and accessible to Chatham County for a period of six (6) years from date of contract termination.

The ease of navigating through the portal allows our customers to:

- View Incoming Locate Requests from the 811 One Call Center in a Real-Time Bases
- Identify That Locate Was Completed
- Audit Our On-Time Performance
- View All Post Locate Photographs When Ticket Is Completed
- Search for Tickets by Date Range, Road, City, Township, Etc.
- Access to All Archived Tickets
- Export All Information / Pictures

DigCheck App

DigCheck is a mobile iOS and Android app that provides real time service details and positive response to excavators, customers, and for USIC Field Supervisors.



PUMP

USIC's Print Update Management Process moves your digital utility records to our field technicians without manual uploading. PUMP tracks all updates to ensure the most current information is always being utilized.

Translore

If the data is a spatial format, it will be imported into our viewer, Translore, that is linked to our ticket management system. This allows us to automatically center the mapping data for each One-Call ticket dig area on the mobile device screen for the locator. All technicians utilize the same version, and any updates are available in the system immediately. This system also pushes out an offline version that is the same as the current live version in case an area of poor connectivity is encountered.

Area Manager

USIC utilizes GIS polygons for real time ticket distribution and employee work area assignment. Needed adjustments are simple, allowing for high control and streamlined time investment by our field operations management teams.

TicketPRO

TicketPRO is USIC's proprietary ticket management system. TicketPRO allows for client customization, enabling us to document a wide variety of service variables, report on those Variables, offer customizable reports, and provide ticket completion data (often referred to as positive response).

TicketPRO DAMAGE FLASH

A TicketPRO enhancement, Damage Flash, alerts the Technician immediately upon opening the ticket if there has been a previous damage within 250' of the excavation site. This provides additional information for the tech to learn from prior mistakes that were made at the excavation site and to be extra cautious. The damage alert is based on any damage that had been reported, which our system captures and utilizes.

TicketPRO HIGH RISK CONTRACTOR ALERT

Another TicketPRO enhancement is the High-Risk Contractor Alert, which alerts the Technicians on tickets where there are High Risk Contractors with a red dot (see example below), so our Techs know to take extra precautions.

ticket number	Call Date	Due Date	Type	Work	Street	Status	HRC	HP Score	Exca
111426...	1/31/19 03:2...	2/4/19 03:30...	Normal	Water - Serv...	W 37TH ST S	closed - Mar...		LP	CITY
110813...	2/1/19 09:13...	2/5/19 09:15...	Update	Storm Sewer...	S COLLEGE ...	closed - Mar...			CITY

UPM

Universal Photo Management (UPM) is USIC's technology that properly categorizes digital photographs that document work sites to the proper ticket or damage investigation. UPM time, date and location stamps all photos, creating defensible documentation.

Automated Emergency Dispatch

As an extension of Area Manager, emergency locate tickets are automatically dispatched and receipt must be acknowledged within ten (10) minutes by the employee assigned to the work area. If acknowledgement is not timely, our technology escalates the emergency call every ten (10) minutes to ensure timely response. Escalation continues until response is confirmed.

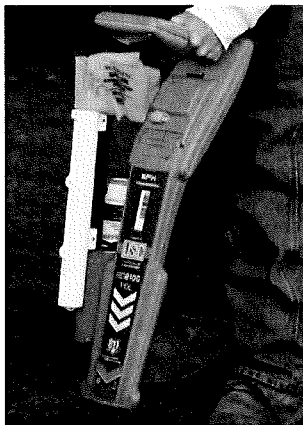
Fleet GPS and Telematics

All USIC vehicles are tracked by GPS. This provides USIC documentation regarding services provided while providing a tool that enables us to monitor route efficiencies, safe driving behavior and idle times that drive cost and environmental impact.

Big Data via QlikView

USIC management leverages unprecedented amounts of industry data to drive timely and accurate locates. Several QlikView apps have been developed for internal use and are the backbone of our daily operating cadence.

Equipment



USIC has researched and field tested nearly every device in the industry. Depending on several factors including technician experience, type of utility being located and geography where the work is being performed, USIC uses a variety of devices across its large footprint such as: RD8100, RD800, Vivax Vloc pro, Metrotech 810, Metrotech 9800, Pipehorn 800 and 100series, Subsite 950 series, Ball marker locators by Metrotech and Dynatel, and Metrotech 880B valve box locators.

It is important for our equipment to be current, updated, and certified. Therefore, our typical locating devices range in age from new to 5 years old. All repairs are done through manufacturer certified repair sites with certified technicians.

USIC technicians use rugged laptop computers. Our computers are scheduled for replacement every 36 months. Every USIC laptop is equipped with a wireless air card that provides constant connectivity (dependent only on service reception). Technician connectivity enables real-time electronic ticket dispatching and ticket completion data exchange including digital photographs of completed work.



Financial



USIC Financial Records -

USIC understand that the City of Superior reserves the right to determine financial status at its sole discretion. USIC will accept and cooperate with a certified review. USIC will agree to this provision only after receiving a signed NDA that will protect USIC Financial Records. USIC has demonstrated considerable growth over the past years. Since 2012 USIC has increased revenues by 57% percent from \$448 million to \$703 million

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