

RESOLUTION NO. 26-R-14

A RESOLUTION TO AUTHORIZE THE FISCAL YEAR 2026 LOCATING SERVICES CONTRACT WITH US INFRASTRUCTURE CORPORATION (USIC) IN A NOT TO EXCEED AMOUNT OF \$66,201.00

WHEREAS, The City of Rolling Meadows (“City”) is responsible for locating utility services owned by the City; and

WHEREAS, the City is a home-rule community, and the City Council may waive formal bidding procedures if it determines that such action is in the best interest of its residents; and

WHEREAS, in 2021, the City entered into an auto-renewing contract with USIC to perform Utility locating services on behalf of the City; and

WHEREAS, USIC is the sole source for locating services in our region for our size of municipality, and conducts locates for other utilities; and

WHEREAS, the Public Works Director is recommending that the City use US Infrastructure Company (USIC) to perform JULIE Utility Locate Services as defined in the contract; and

WHEREAS, USIC is recommended for this service because of the uniqueness of the services they offer, the quality of their expertise and technical support, their familiarity with the instrumentation and service standardization in the City; and

WHEREAS, funds have been provided for in the 2026 budget in accounts 20-70-5030-54610, 20-70-5035-54610, and 20-70-5040-54610.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the City Manager to enter into agreements and other necessary documents with USIC Locating Services in a not to exceed amount of \$66,201.00.

Section 3. Waiver of Competitive Bidding. To the extent any competitive bidding requirements apply to the agreements with USIC, such competitive bidding requirements are hereby waived pursuant to section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1).

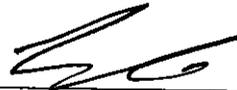
Section 4. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES: Boucher, Reyez, Koehler, McHale, Budmats, O'Brien, Vinezeano

NAYS: 0

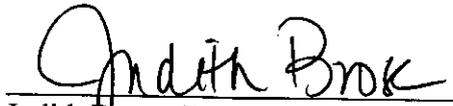
ABSENT: 0

Passed and approved this 27th day of January, 2026.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

FACILITIES LOCATING AND MARKING
SERVICE CONTRACT

THIS CONTRACT is entered into as of June 23, 2021, and is by and between USIC Locating Services, LLC, an Indiana limited liability company, (**USIC**), and City of Rolling Meadows, (**Customer**), each individually a party, and collectively, the parties.

BACKGROUND

- A. Customer owns and operates Facilities in the geographic area described on Exhibit A to this Contract (**Excavation Notification Area**).
- B. Customer desires to have USIC provide the necessary labor and equipment to provide certain services relative to locating and marking Customer's Facilities in the Contract Service Area.

CONTRACT

Based on the Background set forth above and in consideration of the mutual covenants, terms and conditions set forth below, USIC and Customer agree as follows:

- 1. **Definitions.** In addition to the terms defined above the following capitalized terms when used in this Contract shall have the following meanings:
 - 1.1 **Advance Locate Service** means conductive, inductive, and map based measurement locating methods which may include hand digging and/or vacuum excavation to accurately complete a Locate which may include hand digging and/or vacuum excavation.
 - 1.2 **APWA** means the American Public Works Association and its Underground Utility Location and Coordination Council.
 - 1.3 **Atypical Condition (AC)** means any unusual condition, exigency, or occurrence at a given worksite that requires USIC's use of extra resources (including but not limited to manhole or vault entry, Unlocatable Facilities,

labor, time, and equipment) outside of those routinely expended by USIC to accurately and safely complete a Locate.

- 1.4 **Contract Year** means the 365 (366 if period includes February during a leap year) days beginning with the date this Contract begins and the anniversary date each year after.
- 1.5 **Custom Reporting** means any reporting request from customer to USIC that cannot be accomplished by customer via USIC customer portal.
- 1.6 **Customer's Facilities** means any Facilities owned or operated by Customer.
- 1.7 **Damage Investigation Fee** means the fee charged to Customer for any damage investigation performed by USIC (to include Site photographs, measurements and/or other applicable forensic data) from which it is determined USIC is not at fault.
- 1.8 **Damage to Customer's Facilities** means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground plant, or the rendering of any underground plant partially or completely inoperable.
- 1.9 **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 USIC's normal, non-holiday business hours Monday through Friday (7:00 am – 5:00 pm).
- 1.10 **Emergency After 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 is transmitted on weekends or on weekdays outside of the USIC's normal business hours (7:00 am – 5:00 pm).
- 1.11 **Emergency Holiday 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/or is transmitted on any Federally observed holiday (New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Days, Thanksgiving Day, Christmas Day) or any state One-Call holiday

- 1.12 **Environmental Handling Fee** means a fee imposed to cover USIC's cost and labor associated with proper use, disposal, and storage or recycling of any hazardous or harmful material to the environment.
- 1.13 **Excavator** means any person or entity which engages directly in excavation.
- 1.14 **Facilities** means any item used 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, either above or below ground.
- 1.15 **Gridding (also known as "Excavation Notification Area")** means the geographic boundary area identified by Customer and provided to the applicable state One-Call center which is used to determine whether a request for Locate will generate a ticket for Customer after receipt of an Excavator's notification of intent to excavate (i.e., receipt of a locate ticket).
- 1.16 **Hazardous Materials** means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

- 1.17 **High Profile Facilities** means non-residential fiber cables, telecom cables 1200 pair or greater, electrical switchgears, 1000MCM(Mill) cable, 6" or greater gas mains, and 10" or greater water mains.
- 1.18 **Interruption of Service** means an interruption in the services provided by Customer to its customers arising from a Damage to Customer's Facilities.
- 1.19 **Locatable Facilities** means Customer's Facilities that can be located with Reasonable Accuracy by using devices designed to respond to the presence of Customer's Facilities, together with records and facility prints, drawings, and maps of sufficient accuracy, but shall specifically not include Unidentifiable Facilities and Unlocatable Facilities.
- 1.20 **Locate** means the process of providing Locate Services in response to an Excavator's notice of intent to excavate in accordance with this Contract.
- 1.21 **Locate Service** means using Standard Locate Services or Advance Locate Services to determine: 1) the presence or absence of Customer's Facilities; 2) whether Customer's Facilities conflict with proposed excavations; and 3) where appropriate, the Marking of the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.22 **Locator At Fault Damage** means Damage to Customer's Facilities caused by an Excavator that occurs as a direct result of USIC not performing the Locate with Reasonable Accuracy. Locator At Fault Damage does not include alleged Damage to Customer's Facilities arising from USIC's late or untimely Locates that were performed with Reasonable Accuracy prior to the damage occurring.
- 1.23 **Locator Not At Fault Damage** means Damage to Customer's Facilities caused by an Excavator or other third party that occurs for any other reason other than USIC not performing the Locate with Reasonable Accuracy.
- 1.24 **Marking** means the use of stakes and flags, paint 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 APWA.

- 1.25 **Project Locate** is a ticket type designated by the state one call center or is any Locate that involves multiple addresses or requires more than 30 minutes to Locate Facilities at the excavation Site. Project Locate time is tracked using system time thresholds and may include any ticket type (including but not limited to tickets designated as routine, normal, and/or emergency).
- 1.26 **Reasonable Accuracy** means the placement of appropriate Markings within the applicable state's tolerance zone.
- 1.27 **Repair Costs** means the reasonable and customary, actual costs incurred by Customer to repair Damage to Customer's Facilities arising from Locator At Fault Damages, but shall specifically exclude any Third Party Claims. "Repair Costs" is equal to only the actual labor, equipment, and material costs incurred by Customer to repair the Damage to Customer's Facilities as supported by actual invoice and/or receipts for work completed by each repair contractor. This shall include reasonable and customary costs incurred by Customer's in-house labor and 3rd party contractor(s), where an itemized breakdown for all parties included in the repair is submitted. "Repair Costs" specifically excludes, except where prohibited by law: the costs and expenses listed in paragraph 7.2; overhead charges; costs arising from betterment of plant (which shall include, among other things, any upgrade, improvement, reinforcement, enlargement or extension of Customer's Facilities); administrative charges including third party administrator fees; and costs arising out of collection actions, whether incurred by the Customer or collection agencies.
- 1.28 **Services** means the services to be provided by USIC under this Contract.
- 1.29 **Site** means the premises where Services are performed and Customer has ownership or exercises control.

- 1.30 **Site Visit** means to visit the Site of a request for a Locate, but there are no Locatable Facilities to be marked.
- 1.31 **Standard Locate Service** means 1) determining whether the Customer's Facilities are in conflict with proposed excavations when employing one conductive hook-up point on either side of a Locate target that is Identifiable, and 2) Marking, where appropriate, the proper path or routes of Customer's Facilities with Reasonable Accuracy.
- 1.32 **Telecommunications Vault or Manhole Entry** as stated 29 CFR 1910.269(x) is defined as an "enclosed space" or as a working space, such as a manhole, vault, tunnel, or shaft, that has limited means of egress or entry, that is designed for periodic employee entry under normal conditions, and that does not contain a hazardous atmosphere, but that may contain a hazardous atmosphere under abnormal conditions. "Manhole vaults" are confined spaces where a person's entire body can enter as opposed to "handhole vaults" where a person can reach in only. USIC personnel are authorized to only enter telecommunications manhole vaults when a second person is onsite, but not inside the manhole vault, in a supporting safety role.
- 1.33 **Third Party Claims** means any claims for losses, fines, penalties, damages, costs, fees, or expenses made by a person not a party to this Contract arising from or related to Damages to Customer's Facilities, including but not limited to, claims as a result of (a) injury to or death of any person, (b) damage to or loss or destruction of any property, or (c) losses identified in Section 7.2.
- 1.34 **Ticket** means the document generated at and transmitted by the One-Call center to USIC containing each request for Locate.
- 1.35 **Unidentifiable Facilities** means Customer's Facilities that are neither apparent on the records, facility prints, drawings, or maps provided by Customer or from a Visual Examination.

- 1.36 **Unlocatable Facilities, including untonable facilities**, means Customer's Facilities whose presence is known either from records provided by Customer or a Visual Examination, but which cannot be Marked with Reasonable Accuracy using Standard Locate Service procedures employed by USIC.
- 1.37 **Visual Examination** means an attempt to determine the existence of Customer's Facilities at an excavation site by a reasonable visual inspection of the dig site rather than from Customer's maps and records.
- 1.38 **Watch and Protect** means to oversee Customer's Facilities during unusual or extensive excavation projects (i.e. road widening projects, sewer projects, etc.) and providing appropriate Locate Services as may be dictated by the nature and scope of the excavations. Service requires preauthorization or prior agreement by the parties regarding criteria to be applied.
- 1.39 **White-Lining** means the Excavator designates the route and/or area to be excavated using white premarking either onsite or electronically (when available through the One-Call center), prior to or during the request for the Locate. The route of the excavation is marked with white paint, flags, stakes, lines, polygons, or a combination of these to outline the dig site prior to or during notification to the One-Call center and before the locator arrives on the job.

2. Responsibilities of USIC

- 2.1 USIC shall furnish all labor, materials, and equipment necessary to perform Locate Services for Customer within the Contract Service Area, except for the maps and records to be provided by Customer under Section 3.1. All Ticket transmittals to USIC shall come directly from the One-Call center for the Contract Service Area.
- 2.2 Upon receipt of a request for a Locate, USIC will assess whether a field visit to the excavation site and a Visual Examination is required to determine if a conflict exists between the Customer's Facilities and the proposed

- excavation. If USIC determines that no field visit or Visual Examination is necessary, USIC will proceed under section 2.4 below.
- 2.3 If USIC determines that there are underground Locatable Facilities present at the excavation site, USIC will indicate the presence of those Facilities with appropriate Markings.
- 2.4 If USIC determines that Customer's Facilities are not present at the excavation site, USIC will either notify Excavator prior to the proposed excavation that Customer's Facilities are not present or mark the excavation site in a manner to indicate that Customer's Facilities are not present at the proposed excavation site.
- 2.5 Customer agrees that USIC will have the right to screen tickets via prints and other technology which eliminates the requirement for an in person visit to the Site. Customer also agrees that, notwithstanding anything to the contrary contained in this Contract, USIC will not be liable for any damages that occur because of incorrect prints.
- 2.6 If USIC determines that there are Unlocatable Facilities at the excavation site, it will notify Customer and Customer will be responsible for determining what course of action should be followed to assure that the Unlocatable Facilities are not damaged by Excavator. USIC will not be liable for any damages associated with an Unlocatable Facility.
- 2.7 Any maps and records furnished by Customer pursuant to section 3.1 shall remain the property of Customer. USIC agrees to return all copies of such maps and records to Customer upon Customer's written consent or at the termination of this Contract. This obligation of confidentiality shall survive the termination of this Contract. All customers maps and records shall be kept confidential by USIC unless 1) such maps and records were previously known to USIC free of any obligation to keep them confidential; 2) such maps and records are given to USIC by a third party not obligated to keep them confidential; 3) such maps and records become public without any act or omission of USIC; or 4) otherwise, as required by law.

- 2.8 Subject to the terms of section 3.2, USIC shall perform the Services as an independent contractor and as such, USIC has the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in performing the Services. Further, USIC agrees that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto.
- 2.9 USIC shall not subcontract the Services or any part of the Services without the prior written approval of Customer, which approval Customer may not unreasonably withhold.
- 2.10 USIC shall comply with the provisions of all applicable permits and licenses relative to the Services to be performed hereunder. USIC shall comply with all applicable laws, ordinances and regulations of the United States, the State or States where the Services are performed, and any unit of local government correctly asserting jurisdiction, applicable to the Services (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).
- 2.11 USIC acknowledges that Customer will perform in-house all Emergency After Hour Locates and Emergency Holiday Locates.

3. Responsibilities of Customer

- 3.1 Customer agrees not to suppress or screen any tickets in the Excavation Notification Area that would otherwise come to USIC from the state One-Call center. All Customer tickets shall be transmitted directly to USIC from the state One-Call center.
- 3.2 Customer shall not change existing Gridding such that the volume of tickets received by USIC is reduced with the applicable state One-Call center on or after the Contract Effective Date except as provided in Section 5.4.

- 3.3 Customer agrees to provide USIC with the maps and prints in a GIS format (.shp, .mdb, or .gdb) and One-Call ticket information (One-Call format for the applicable state) via e-mail or web services to USIC's Ticket Management System, so as to permit USIC to provide the Locate Services. Customer acknowledges that it is Customer's responsibility to keep all applicable maps, records, and prints up to date and provide them to USIC in a timely manner via Secure File Transfer Protocol (SFTP.) USIC bears no liability for Customer's failure to provide accurate maps, records, and/or prints, or any damage which arises from inaccurate maps, records, and/or prints.
- 3.4 Customer agrees that it will reasonably cooperate with USIC regarding receipt and resolution of Third Party Claims, which cooperation shall include but not be limited to reasonable information sharing.
- 3.5 Customer will pay USIC for the Locate Services in accordance with the charges set forth on Exhibit A. USIC shall bill for all tickets received from the State One-Call center, on behalf of Customer. USIC will not be responsible for the accuracy, updates to or the completeness of the definition of the Contract Service Area that Customer has provided to the State One-Call center.
- 3.6 Customer agrees to provide USIC with all state-issued 811 codes and a comprehensive Customer Point of Contact list within twenty-four (24) hours of Contract execution.
- 3.7 Customer recognizes White-Lining as a best practice for safe excavations. Customer agrees to use its best efforts to promote proper "White-Lining" by Excavators.
- 3.8 For Locates involving subsurface electric transmission of voltages greater than 33kV: (1) Customer will provide a qualified electric worker to identify the utility locating equipment connection point(s), via Customer's transmission engineering and system expertise; (2) Customer will make the connection(s) safely without requiring entry inside the Minimum Approach Distance for such hazards; (3) Markings will be provided outside the

Minimum Approach Distance. The Locate may require the Customer to make multiple connections to safely reach the full scope of the Ticket. Customer will be notified via email of any Locates with an electric transmission line on the Site and once the Marking is complete.

- 3.9 Customer agrees to perform in-house all Emergency After Hour Locates and Emergency Holiday Locates.

4. Invoicing and Payment Terms

- 4.1 USIC will remit monthly invoices to Customer via Customer specified email address.
- 4.2 All amounts payable under this Contract shall be paid in accordance with the Illinois Local Government Prompt Payment Act (50 ILCS 505).

5. Term, Termination, Changes and Exclusive Nature of Contract

- 5.1 This Contract shall be effective as of June 28, 2021, and continue for a period of one (1) year, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated pursuant to Section 5.3.
- 5.2 Customer shall use USIC as its exclusive provider of Locate Services within the Excavation Notification Area as identified in Exhibit A.
- 5.3 Either party to this Contract can terminate this Contract upon thirty (30) days' prior written notice to the other. Upon such termination Customer shall only be liable for payment for any Services performed by USIC prior to the effective date of termination.
- 5.4 Either party may at any time propose changes in the schedule or scope of this Contract. USIC is not obligated to proceed with any change until both parties agree upon such change in writing. The written change

documentation will describe the changes in the scope and schedule, and the resulting changes in price and other provisions, as agreed.

6. Investigations of Damage to Customer's Facilities

- 6.1 Should Customer become aware of any Damage to Customer's Facilities that occurs after USIC has been asked to perform a Locate for Customer, the Customer shall promptly, and not later than twelve (12) hours from becoming aware of the Damage, notify USIC. This notification may be made by calling USIC at 1-800-778-9140 or by sending an email to USICDispatch@usicllc.com and should include the street address of the damage location, damage date and size/type of facility. Both parties to this Contract reserve the right and shall be entitled to investigate any reports of Damage to Customer's Facilities.
- 6.2 USIC will investigate incidents of Damage to Customer's Facilities and provide, upon request, a written report of its findings to Customer. Such report will contain USIC's determination as to whether the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Customer shall have thirty (30) days after notification of USIC's completion of the investigation to contest USIC's conclusion. Unless Customer notifies USIC in writing within such time period that it disputes USIC's conclusion as to a Locator At Fault Damage, USIC's conclusion with regard to that issue shall be deemed final and binding with respect to this Contract. If Customer disputes USIC's conclusion, the parties will seek to mutually resolve such dispute and if they cannot, such dispute will be resolved in accordance with section 12.
- 6.3 USIC shall be entitled to collect a Damage Investigation Fee for each investigation, performed by USIC relating to a potential or alleged Damage to Customer's Facilities, unless such investigation concludes or the parties ultimately agree that the damage was Locator At Fault.
- 6.4 Customer agrees that should it fail to notify USIC as provided in section 6.1 of any Damage to Customer's Facilities within twelve (12) hours after Customer receives notice of the damage, then USIC shall not be liable to

Customer for Repair Costs arising from that Damage to Customers' Facilities and Customer shall indemnify USIC against Third Party Claims as applicable, in accordance with Section 7, even if it is later determined that such damage constitutes a Locator At Fault Damage.

- 6.5 When damages are determined to be Locator At Fault Damage, Customer agrees that USIC will be invoiced for repair costs only with supporting documentation provided with the invoice. Customer agrees not to invoice USIC for third party claims administrator fees.
- 6.6 Customer agrees to submit all supporting documents and detail for any claims related to USIC's failure to perform within 6 months of date of claims invoice. If USIC does not receive supporting detail to justify the invoice, Customer shall waive the ability to further request payment or withhold payment for USIC due to any contested invoices. This provision does not preclude Customer from seeking remedies in a court of competent jurisdiction.

7. Limitation of Liability and Indemnification

- 7.1 USIC will be responsible for paying Customer's Repair Costs only if: a) USIC receives a request to provide Locate Services with respect to Customer's Facilities at the location of the Damage, and b) the Damage to Customer's Facilities constitutes a Locator At Fault Damage. Repair Costs payable by USIC shall at no time collectively exceed \$5,000 per incident. If the Damage to Customer's Facilities is not Locator At Fault Damages or if Customer's Facilities are Unidentifiable Facilities or Unlocatable Facilities, USIC's only responsibility will be to provide whatever support to Customer it can reasonably provide to establish whether the Excavator or another third party is liable for such Damage to Customer's Facilities.
- 7.2 To the fullest extent compliant with applicable law, USIC 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 third party administrator fees, and any special, consequential, incidental, indirect or

punitive damages, or claims of any customers of Customer for any of the foregoing types of damages. Nothing in Sections 7.1 or 7.2 shall be interpreted to limit liability on the part of USIC for wanton, willful, reckless, or grossly negligent conduct on the part of USIC.

7.3 USIC shall indemnify and hold harmless Customer, its agents, employees, officers, directors and shareholders (Customer Indemnities) from and against any and all Third Party Claims to the extent the same arise from Locator At Fault Damages; provided, however, USIC shall not indemnify Customer Indemnities for Third Party Claims arising from Damages that are not Locator At Fault Damages or damages to Unidentifiable Facilities or Unlocatable Facilities or for Third Party Claims that arise from the negligence or willful misconduct of Customer, its agents or employees.

7.4 Customer shall indemnify and hold harmless USIC, its agents, employees, officers, directors and shareholders (USIC Indemnities) from and against any and all Third Party Claims to the extent the same arise from Damage to Customer Facilities if the Customer's Facilities were either Unidentifiable Facilities or Unlocatable Facilities or if the Third Party Claims arose from the negligence or willful misconduct of Customer, its agents or employees.

8. Price Revisions

8.1 At the beginning of each Contract Year subsequent to the first Contract Year, the charges for Locate Services set forth on Exhibit A shall be increased annually by 3%.

9. Environmental Health and Safety Matters

9.1 Customer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

- 9.2 Customer shall timely advise USIC, in writing, of all applicable Site-specific health, safety, security, and environmental requirements and procedures, which shall include any instructions to USIC's personnel regarding Customer's safety practices. Without limiting Customer's obligations pursuant to Article 3 USIC may, from time-to-time, review and inspect applicable health, safety, security and environmental documentation, requirements and/or procedures at the Site.
- 9.3 If, in USIC's reasonable opinion, the health, safety, or security of personnel at a Site may be imperiled by security risks, terrorist threats/acts, potential exposure to Hazardous Materials, or unsafe working conditions; USIC may: (1) evacuate some or all of its personnel from Site; (2) suspend performance of all or any part of the Contract; (3) remotely perform or supervise work; and/or (4) take any other action necessary to protect such personnel. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.
- 9.4 Operation of Customer's equipment is the responsibility of Customer. Customer shall not require or permit USIC's personnel to operate Customer's equipment at Site.
- 9.5 Customer will make its Site medical facilities and resources available to USIC personnel who need medical attention.
- 9.6 USIC has no responsibility or liability for the pre-existing condition of Customer's equipment or the Site. Prior to USIC starting any work at Site, Customer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Customer's equipment or the Site that USIC may encounter while performing under this Contract. Customer shall disclose to USIC industrial hygiene and environmental monitoring data regarding conditions that may affect USIC's work or personnel at the Site. Customer shall keep USIC informed of changes in any such conditions.
- 9.7 USIC shall notify Customer if USIC becomes aware of: (i) conditions at the Site differing materially from those disclosed by Customer, or (ii) previously

unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

9.8 Information Transfer: As referenced in OSHA 1910.269(a)(3) and (a)(4), before work begins, the appropriate Customer's Representative shall provide USIC access to the following information:

- a. Existing characteristics and conditions of the Customer's installations that are related to the safety of the work to be performed;
- b. Information about the design and operation of the Customer's installations that USIC needs;
- c. Arc flash studies;
- d. Ground fault studies;
- e. Hand hole, manhole, and utility vault details; and
- f. Danger poles tagging

9.9 As referenced in OSHA 1910.269(a)(3), USIC shall ensure that each of its employees is instructed in hazardous conditions relevant to the work, and USIC shall advise the Customer of any hazardous conditions found before and during the work.

9.10 If USIC encounters Hazardous Materials in Customer's equipment or at the Site that require special handling or disposal, USIC is not obligated to continue work affected by the hazardous conditions. In such an event, Customer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that USIC's work under the Contract may safely proceed. Customer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of USIC's work at the Site.

10. Equal Employment

10.1 USIC is an equal opportunity employer. We are committed to ensuring equal employment opportunities for all applicants and employees, and do not to

discriminate on the basis of sex, race, religion, color, national origin, age, disability, genetic information, or veteran status, or any other basis protected by federal, state or local law.

11. Insurance

11.1 USIC provides the following insurance coverage:

INSURANCE COVERAGE:	LIMITS:
Workers Compensation	Statutory Limit
Employers' Liability	
Each Accident	\$1,000,000
Disease, Policy Limit	\$1,000,000
Disease, Each Employee	\$1,000,000
Comprehensive General Liability (contractual liability limited to terms and conditions of the insurance policy)	
Each Occurrence (bodily injury, advertising injury, personal injury and advertising injury)	\$2,000,000
General Aggregate	\$8,000,000
Products Completed Operations Aggregate	\$8,000,000
Medical Limits	Not Covered
Damages to Premises Rented to You Limit	\$1,000,000
Automobile Liability CSL	\$5,000,000
Cyber	\$10,000,000

12. Dispute Resolution

12.1 The parties agree that any dispute, controversy, or claim arising out of or related to this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Section 12.

12.2 Prior to seeking third party adjudication relating to a dispute under the terms of this Contract, the party will first informally attempt to resolve the dispute with the other party by seeking a meeting with the appropriate higher management representative(s) of the other party via written notice. Such meeting shall be held within twenty (20) business days after the giving of notice. All negotiations and resolutions pursuant to this Section 12.1 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may pursue formal resolution in accordance with the below Section 12.3.

12.3 The Parties shall attempt to resolve any claims, disputes and other controversies arising out of or relating to this Agreement (collectively, "Disputes") promptly by negotiation between individuals who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All negotiations pursuant to this Section are to be deemed confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

If the Dispute has not been resolved by negotiation within sixty (60) Days of the disputing Party's initial notice, or if the Parties failed to meet for the first time within ten (10) Days of the initial notice, then either Party may initiate arbitration or litigation for matters in dispute of \$250,000 or less. For all matters in dispute over \$250,000, either party may initiate litigation in a court of competent jurisdiction. Either Party shall have the right, in its discretion, to include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in any litigation.

13. Force Majeure

13.1 Neither party shall be deemed to be in default of this Contract to the extent that any delay or failure to perform its obligations, other than the payment of money, results from any cause beyond its reasonable control and

without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, pandemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions or strikes. If USIC claims that it is delayed by such a cause, it shall notify Customer immediately and Customer shall be entitled to obtain the Services from any other person until such cause terminates as evidenced by a notice from USIC that such cause has ended.

14. Contract Modification and Assignment

14.1 This Contract may only be modified or amended by a written instrument signed by an authorized representative of USIC and Customer. The term "Contract" shall include any such future amendments or modifications.

14.2 Customer may not assign, delegate, or otherwise transfer its rights or obligations under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, affiliation, operation of law, or any other manner, without at least 60 days' advance notice and the prior written consent of USIC.

15. Contract Entirety

15.1 This Contract shall constitute the entire contract between the parties with respect to the subject matter of this Contract. Customer and USIC each represent that it has read this Contract, agrees to be bound by all terms and conditions contained in this Contract, and acknowledge receipt of a signed, true exact copy of this Contract.

16. Severability Clause

16.1 The parties expressly agree that if any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

17. Contract Notification

17.1 Any notice, consent or other communication given under this Contract shall be in writing (unless otherwise specified in this Contract as permitting oral or verbal communication) and delivered to the below authorized representative of each party, specifying the subject matter and any other persons at USIC or Customer who should be notified of the notice, consent, or other communication. Notice shall be effective on the date when sent via email or, if delivered via certified mail, such notice shall be effective five (5) days after the date of mailing thereof.

17.1.1 USIC authorized representative:

Attn: Contracts
9045 River Road, Suite 300
Indianapolis, IN 46240,
contracts@usicllc.com

17.1.2 Customer authorized representative:

Attn: Ryan Rivard
3900 Berdnick Street
Rolling Meadows, IL 60008
rivardr@cityrm.org

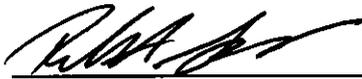
18. Contractor's Certifications. USIC shall submit to the Customer the Contractor's Certification attached hereto as Exhibit B and made a part hereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

City of Rolling Meadows

USIC Locating Services, LLC

By: 
(Signature)

By: _____
(Signature)

ROB SABO
(Please print)

Darin Stalbaum
(Please print)

Title: City Manager

Title: Vice President

Date 6/16/2021

Exhibit B
Contractor's Certifications

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by USIC Locating Services, LLC ("USIC"), are each a material representation of fact upon which reliance is placed by the City of Rolling Meadows in entering into the contract with USIC. The City of Rolling Meadows may terminate the contract if it is later determined that USIC rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Christa Harrell, hereby certify that I am the
(Name of Person Certifying)
Vice President-Human Resources of USIC Locating Services, LLC, (the
"Contractor")
(Office of Person Certifying) (Name of Contractor)
and as such hereby represent and warrant to the City of Rolling Meadows, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (C) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the City of Rolling Meadows, that:

- (A) If applicable, the Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);
- (B) The Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- (C) The Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);
- (D) The Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's

workplace;

b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

i. Abide by the terms of the statement;

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(2) Establishing a drug-free awareness program to inform employees about:

a. The dangers of drug abuse in the workplace;

b. The Contractor's policy of maintaining a drug-free workplace;

c. Any available drug counseling, rehabilitation, and employee assistance program; and

d. The penalties that may be imposed upon employees for drug violations;

(3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

(4) Notifying the City within ten (10) days after receiving notice under paragraph(D)(1)c.ii from an employee or otherwise receiving actual notice of such conviction;

(5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

(6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(E) The Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) The Contractor, at the time the Contractor submitted a proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

(G) No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the name(s) of the holder of such interest;

(H) No officer or employee and no spouse or immediate family member living with any officer or employee of the City has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of the Code of Ordinances of the City of Rolling Meadows;

(I) The Contractor has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the City any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of the Code of Ordinances of the City of Rolling Meadows;

(J) In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act;

(K) Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224); that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a

