



Precise Underground Marking Corporation

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Mr. Ara P. Molitor, P.E.
Department of Public Works
City Hall
Racine, WI, 53403

September 2, 2020

Ref: Pricing Proposal

Dear Mr. Molitor:

Precise Underground Marking Corp is pleased to submit our proposal in response to City of Racine - Engineering Department Facility Locating Services Requirements. Our proposal is for the following area:

A	City of Racine	X
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Our company specializes in providing accurate and safe marking of underground facilities such as street lighting, signals, loops, manholes, fiber optics, electrical wires, sewer / water lines, and gas lines. The company was founded in 1994. We are members of the National Underground Contractors Association, National Association of Contract Locators, Diggers Hotline, and the Midwest Energy Association.

Reasons why Precise Underground Marking is different include:

- Use state-of-the-art Ticket Management System (Teledig) software
- Accuracy and Quality of Services (1 in 11,000 incidents)
- Precise Underground Marking offers a dedicated well trained staff with proven results in contract management.
- Cost effective low incident rate
- Fast Response
- Competitive Price
- Special Training (e.g, Staff Has Confined Space Training)

Thank you for the opportunity to submit this proposal. Please let me know if you any questions.
(414)228-5179

Sincerely,

Nicole Kurer
Administrative assistant

AGREEMENT

This agreement is entered into this ____ Day of _____, 2020 between **Precise Underground Marking Corporation** of Milwaukee, WI, hereinafter "Contractor", and the **City Of Racine**, a municipal corporation, hereinafter "City". WHEREAS, the City is desirous of obtaining professional services for underground facility locating services for City-owned fiber optic and electrical systems for the calendar year 2021; and WHEREAS, Contractor has submitted such proposal.

Therefore, in consideration of the mutual covenants contained herein, the parties agree:

1. The Contractor will provide services, as outlined in the Contractor's 2021 proposal to the City, which is incorporated herein by reference and attached hereto as Exhibit A.
2. The City agrees to pay Contractor for the services as described in Exhibit A as set forth below. No additional services or reimbursable expenses shall be included under this agreement without the prior written consent of the City.

○ Pre-screen	\$12.32
○ Locates	\$15.77
○ Site Visit	\$15.77
○ Emergency (During business hrs)	\$26.58
○ Emergency (After business hrs)	\$53.74
○ Projects	\$33.24/Hr.
3. This agreement may be extended for 4 one year extensions providing both parties to the Agreement agree to the extension under the condition that the price may be renegotiated and all other terms, conditions, and specifications remain the same. Notification to the City of the desire to extend, including any price change request, shall be given by the Contractor at least sixty (60) days before the contract expiration date.
4. **INDEMNIFICATION** – To the fullest extent allowable by law, Contractor hereby indemnifies and shall defend and hold harmless the City of Racine, it's elected and appointed officials, officers, employee's or authorized representatives or volunteers and each of them from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fee's, costs, and expenses of whatsoever kind or nature whether arising before, during, or after completion of the work hereunder and 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 it's direction or control or on it's behalf in connection with or incident to the performance of this Agreement regardless if liability without fault is sought to be imposed on the City of Racine, Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by sole fault, sole negligence, or willful misconduct of the City of Racine, or it's elected and appointed officials, officers, employee's or authorized representatives or volunteers. This indemnity provision shall survive the termination or expiration of this Agreement.

In any and all claims against the City of Racine, its elected and appointed officials, officers, employee's, or authorized representatives or volunteers by and employee of Contractor, any subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

No provision of this indemnification clause shall give rise to any duties not otherwise provided for by this Agreement or by operation of law. No provision of this indemnification clause shall be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to the City of Racine, its elected and appointed officials, officers, employee's, or authorized representatives or volunteers under this or any other contract. This clause is to be read in conjunction with all other indemnity provisions contained in this agreement. Any conflict or ambiguity arising between any indemnity provisions in this Agreement shall be construed in favor of indemnified parties except when such interpretation would violate the laws of the state in which the job site is located. Contractor shall reimburse the City of Racine, its elected and appointed officials, officers, employee's 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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City of Racine, its elected and appointed officials, officers, employee's or authorized representatives or volunteers.

E. INSURANCE – Certificate of Insurance available upon request.

It is hereby agreed and understood that the insurance required by the City of Racine is primary coverage and that any insurance or self-insurance maintained by the City of Racine, its elected and appointed officials, officers, employee's or authorized representatives or volunteers, and each of them 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.

F. GENERAL REQUIREMENTS – The Contractor agrees and understands responsibility for directly receiving all tickets referred to the City of Racine Engineering/ Transportation Department and retaining all request and or response information for the required 7 years from the original date of ticket.

G. LOCATING FACILITIES – Contractor agrees to provide all necessary tools and marking materials/ flags, and acknowledges all field locators are to have a two-way radio, cellular phone or pager. For each ticket received Contractor agrees to:

1. Determine type of ticket
2. Determine if the City of Racine has underground facilities within 50' of the excavation site.
3. Contact the excavator by telephone to notify that the area is clear if an office review of the map records was used to determine there are no underground facilities within 50' of the excavation site.
4. Dispatch a field locator to the excavation site if the ticket was not cleared in the office and visually inspect the excavation site and adjacent areas in conjunction with a review of map record. If it is determined that the City of Racine has no facilities within 50' of the excavation area, the locator will mark the facilities specified.

H. NOTIFICATION UPON DISCREPENCIES PROCESS: ?

Exhibit A

PRICE PROPOSAL

Below is a summary of our prices for the base period and all option years.

PERIOD OF PERFORMANCE	PRICE PER TICKET
2021	Pre-Screens - \$12.32 Locates - \$15.77 Site Visit - \$15.77 Emergency (During business hours) - \$26.58 Emergency (After business hours) - \$53.74 Projects - \$33.24/ Hr. \$8.31 Quarterly rate (after initial hour)
2022	Pre-Screens - \$12.69 Locates - \$16.24 Site Visit - \$16.24 Emergency (During business hours) - \$27.37 Emergency (After business hours) - \$55.35 Projects - 34.23/ Hr. \$8.55 Quarterly rate (after initial hour)
2023	Pre-Screens - \$13.07 Locates - \$16.72 Site Visit - \$16.72 Emergency (During business hours) - \$28.19 Emergency (After business hours) - \$57.01 Projects - \$ 35.25/ Hr. \$8.81 Quarterly rate (after initial hour)