

RESOLUTION NO. 2019-11 Approved: May 7, 2019

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT OR HER DESIGNEE TO ENTER INTO AN AGREEMENT WITH RECONN UTILITY SERVICE (USIC, LLC) TO IDENTIFY LOCAION OF PRIVATELY-OWNED UNDERGROUND FACILITIES.

WHEREAS the Village of Maple Park ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and,

WHEREAS, USIC desires to provide and perform such services for The Village; and,

WHEREAS, the Village and USIC desire to set forth in writing the terms and conditions of their Agreement; and,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE VILLAGE OF MAPLE PARK, DEKALB AND KANE COUNTIES COUNTY, ILLINOIS, AS FOLLOWS:

- Section 1.** USIC's services are to be performed at Village of Maple Park (the "Premises,") which is either (a) owned by the Village or (b) owned by a third-party, with whom the Village has contracted with, directly or indirectly, for the performance of work. Customer represents and warrants that it is duly authorized to grant to USIC the right to enter Premises and perform services on the Premises.
- Section 2.** (a) USIC will provide the labor as set forth in the attached "Agreement and Waiver."
(b) The Village shall pay USIC for the services performed hereunder at the lump sum of \$17,000, as set forth in the attached "Agreement and Waiver."
- Section 3.** If any phrase, provision or portion of this Agreement is, for any reason, held or adjudged to be invalid, or illegal or unenforceable by a court of competent jurisdiction, such phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication. The parties will endeavor to promptly negotiate a revised term or condition to replace that which is deemed illegal or unenforceable.
- Section 4:** The Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

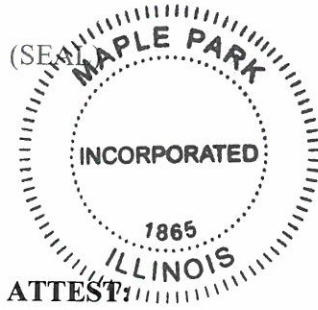
PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on May 8, 2019.

Ayes: Dries, Fahnestock, Harris, Higgins, Rebone, Ward

Nays: None

Absent: None

APPROVED by the Village President of the Village of Maple Park, Kane and DeKalb Counties, Illinois, on **May 8, 2019.**



Kathleen Curtis

Kathleen Curtis, Village President

Elizabeth C. Peerboom

Elizabeth Peerboom, Village Clerk

AGREEMENT & WAIVER

This AGREEMENT ("Agreement") is made and entered into as of the **22nd day of April 2019** by and between USIC, LLC, with a business address of 100 Marcus Blvd., Suite 3, Hauppauge, NY 11788, and **Village of Maple Park with an address of 302 Willow Street, Maple Park, IL 60151-0220 ("Customer")**.

WHEREAS, Customer desires to retain the services of USIC for purposes of identifying the approximate location of privately owned Underground Facilities specified by Customer at the Premises; and

WHEREAS, USIC desires to provide and perform such services for Customer; and

WHEREAS, the Customer and USIC desire to set forth in writing the terms and conditions of their Agreement; in which **ORIGINAL SIGNED AGREEMENT & WAIVER MUST BE RETURNED VIA MAIL** to USIC within five days of completion of mark-out otherwise faxed Agreement & Waiver shall serve as ORIGINAL.

NOW THEREFORE, in consideration of the foregoing and the covenants and promises contained herein, it is agreed as follows:

1. USIC's services are to be performed at **Village of Maple Park, IL** (the "Premises"), which is either (a) owned by Customer, or (b) owned by a third-party, with whom Customer has contracted with, directly or indirectly, for the performance of work. Customer represents and warrants that it is duly authorized to grant to USIC the right to enter the Premises and perform services on the Premises.
2. (a) USIC will provide the labor, vehicles and equipment which, in the sole and absolute discretion of USIC, are reasonably necessary for the performance of the following services upon the Premises:
 - (1) To determine whether privately owned Underground Facilities are located on that portion of the Premises designated by Customer;
 - (2) To identify the approximate location of privately owned Underground Facilities, if any, are found to exist on that portion of the Premises designated by Customer by use of standard "mark outs" at the ground surface; and
 - (3) To advise the Customer of the approximate location of privately owned Underground Facilities found by USIC on that portion of the Premises designated by Customer.

For purposes of this Agreement, the term "Underground Facilities" shall mean all **toneable** underground **Electric, Gas, water & Communication** Facilities located on that portion of the Premises designated by Customer.

(b) Customer shall pay USIC for the services performed hereunder at the lump sum of **\$17,000**; partial hours worked shall be rounded up to the next highest whole hour. A minimum of one (1) hour will be charged for each service call location. **Customer shall remit payment to USIC within 15 days from invoice date.**

(c) The above hourly rate covers the agreed upon footage for the Underground Facilities to be toned and marked and is not to exceed the approximate measurements of **N/A** feet.

(d) If the Customer fails to pay any invoice within fifteen (15) days, Customer shall be liable to pay interest on any unpaid balance at the rate of 1.5% per month (18% per annum) or the maximum allowed by the law, whichever is less. Returned checks, and other applicable debits, are subject to a thirty five dollar (\$35.00) returned item fee. In the event that any account or accounts are placed in, the hands of an attorney for collection, the Customer agrees to pay the outstanding obligation plus all costs of collections including attorneys' fees and costs.



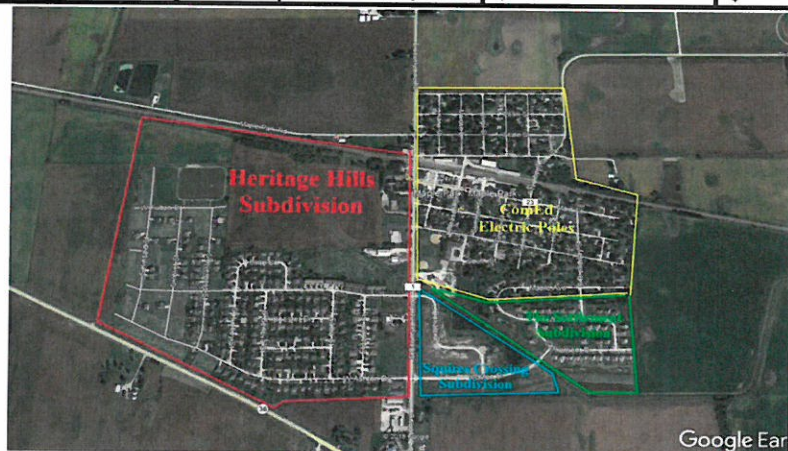
Project Estimate and Work Unit Tracking Report

Project Address	Village of Maple Park	Date Estimated	22-Apr
City/State	Maple Park IL	County	
Project Lead Name	Lou Larson	PE Stamp Require	N
Email	llarson@villageofmaplepark.com	PH#	815-827-3309
Contractor	RECONN		
Lead Name	Halle Fry	PH#	970-893-1757
Project length Ft.	SQ/FT	Estimate Completion Date	22-May

One Call ticket #	Estimate		As invoiced by RECONN		
	Estimating Tool		Actual invoiced billing		
	Units	Est	Current	Previous	Total
One Call locate notifications		0			
Onsite Supervisor (per person/day)		0			
Locate 1000' - 60' row-CL thru U esmt.		0			
Locator (Per/hourly)	80	12000			
Vacuum Excavation - Truck & Crew (Daily)		0			
Back Fill and sludge disposal		0			
Sewer main per 1000'		0			
Sewer lat or service ea.		0			
Sewer lat or service ea.		0			
Plan page & data disk (700' per page)		0			
Plan page & data disk (700' per page)	10	3900			
GeoTag Utility Sketch		0			
Mobilization - Vac Truck		0			
Mobilization - Locator(s)	2	1100			
Field Sketch		0			
GPR - Per/Hr		0			
PE review and stamp (per page)		0			
Totals		\$17,000.00	\$ -	\$ -	\$ -

Utilities

Electric



(e) In the event that the Customer is a federal, state or other municipal agency and the services performed by USIC are subject to prevailing wage laws, rules and/or requirements, then Customer shall notify USIC of such requirements, in writing, and pay USIC the difference between the rates quoted in this Agreement and the applicable prevailing wage rate. Customer shall defend, indemnify and hold USIC, its parent companies, subsidiaries and affiliates and their respective shareholders, directors, officers, employees and agents harmless from and against any and all, fines, penalties, damages, costs and expenses (including attorneys' fees) incurred by USIC in connection with any investigation, proceeding or determination that USIC's services were performed in violation of any applicable prevailing wage requirements.

3. USIC shall perform its services in a reasonable and workmanlike manner under the applicable laws of the state in which the Premises is located, with due regard for the subsurface structures or conditions, if any, herein set forth and made known to USIC by the Customer: **[LIST]**_____. USIC shall have no liability for any subsurface structures or conditions not specifically set forth above.
4. Customer understands and agrees that USIC does not guarantee the accuracy of any mark out location and does not assume liability for any damages that may arise out of USIC's performance of the work and services hereunder. USIC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PERFORMED UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND HOWSOEVER CAUSED, AND IRRESPECTIVE OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF USIC.
5. USIC shall not be responsible for any loss of or damage to the Premises, or injury (including death) to the Customer, its employees, agents, casual laborers, contractors, subcontractors, or any third parties, occurring in or about the Premises by reason of the performance or lack of performance on the part of USIC of the services identified herein.
6. Customer shall defend, indemnify and hold harmless USIC, its parent company, subsidiaries and affiliates, and their respective members, directors, officers, employees and agents (collectively, the "Indemnified Parties") from and against any and all obligations, fees, charges, demands, damages, costs, losses, claims, penalties, expenses in connection with claims for property damage, bodily injury, personal injury (or death resulting therefrom) including, but not limited to, attorneys' fees and expenses of litigation, or judgments, liens and encumbrances, arising out of or in connection with the acts or omissions of the Customer, its employees, agents, casual laborers, contractors and/or subcontractors in or about the Premises.
7. This Agreement shall not in any way, shape, or form, take the place of any applicable laws, statutes, rules, regulations, codes and ordinances including, but not limited to, Industrial Code Rule 753, regarding excavation in the vicinity of underground facilities. It is further understood and agreed that Customer shall remain responsible for complying, and for causing its employees, contractors, representatives and agents to comply, with all such laws, rules, regulations, codes and ordinances including, but not limited to Industrial Code Rule 753. Customer shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all damages, penalties, fines and expenses associated therewith (including attorneys' fees and expenses in the investigation and defense thereof) arising out of any violation by the Customer, its employees, agents, casual laborers, contractors and/or subcontractors of any such law, statute, rule, regulation, code or ordinance.
8. This Agreement has been entered into freely and voluntarily and no duress of any kind has been placed upon the parties. The parties further warrant and represent that they fully understand this Agreement and its legal import.



9. This Agreement will be deemed to have been entered into and will be construed, governed and enforced in accordance with the laws of the State of New York, excluding its conflict of law rules. Any action arising out of or relating to this Agreement will be brought in New York State Supreme Court, Suffolk County.
10. This Agreement is binding upon the parties and their heirs, executors, administrators, successors, and assigns. Customer shall not assign this Agreement without first having obtained USIC's written consent to such assignment. Any such assignment for which USIC's prior written consent is not obtained will be null and void.
11. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and completely and fully supersedes all other prior understandings or agreements, both written and oral, between the parties. All previous communications and representations, whether oral or written, including, but not limited to any proposal(s), purchase order(s), and/or invoice(s) are hereby annulled and superseded, except to the extent that any such communications and representations are specifically incorporated in or referred to in this Agreement. This Agreement may be amended, changed, modified or altered only by a written instrument executed by both parties.
12. If any phrase, provision or portion of this Agreement is, for any reason, held or adjudged to be invalid or illegal or unenforceable by a court of competent jurisdiction, such phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of this Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication. The parties will endeavor to promptly negotiate a revised term or condition to replace that which was deemed illegal or unenforceable.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the day and year first above written.

RECONN HOLDINGS, LLC

Bus: 1-800-262-8600

Fax: 631-758-7048

CUSTOMER: Village of Maple Park
Attn: Lou Larson

Bus: 815-827-3309

Fax:

Cell:

By: (X) Vinny Marchese Date: 4.22.19

Name: Vincent Marchese

Title: Senior VP Utility Services

By: (X) Lou Larson

Name: Lou Larson Date: 5/9/19

Title: Director of Public Works

If you have questions regarding this contract please call the number above and ask to speak to the associate who assisted in setting up the contract. Vincent Marchese may not be available and it may delay your order getting processed in a timely fashion. Thank you.

Please return this document to Halle Fry at: hallefry@usicllc.com