

# CITY OF COPPELL, TEXAS STANDARD FORM PURCHASE CONTRACT

# City of Coppell, Texas

## 255 Parkway Boulevard P.O. Box 478 Coppell, Texas 75019

This Agreement is made by and between the City of Coppell, Texas, a home-rule municipality (hereinafter referred to as the "Buyer") and the hereinafter named Seller, referred to as the "Seller," for the sale of the goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:	
USIC Locating Services, LLC [Name]	
9045 N, River Rd. #300 [Address]	
Indianapolis, Indiana 46240	
[City, State, Zip]	
800-575-7881 [Telephone]	
DESCRIPTION OF GOODS  This Contract is for the purchase by the City of Coppell, Texas, of the goods, materials and it described hereinafter as the "Goods" or the subject of this Contract, and such parts, attachme accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for proper use or application of the Goods, whether or not specified herein. The Goods are more specific described as follows:	th
Description	
Utility Line Location Services	

This Contract is a "fixed price - fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of this Contract and, in connection with the delivery date, time is and shall be of the essence.

[Insert Date of Delivery]

OR

X

This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. Upon the conclusion of the duration of this Contract, Buyer may renew this agreement for an additional period or periods equivalent to the primary duration upon sending written notice of intent thereof within thirty (30) days prior to the expiration of the last day of the term of this Contract. The failure to send the foregoing notice shall convert this agreement into a "fixed price - fixed quantity" contract as described above.

DURATION: From August 1, 2018 to July 31, 2019

#### PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number and shall be itemized. A copy of the bill of lading should be attached to the invoice. Mail to City of Coppell, Purchasing Department, 255 Parkway Boulevard, P.O. Box 478, Coppell, Texas 75019. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the purchasing department advised of any changes in their remittance addresses. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer. Do not include federal excise tax, state or city sales tax. The City shall furnish a tax exempt certificate if required.

# CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

- 1. SELLER TO PACKAGE GOODS: Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows. (a) Seller's name and address; (b) Consignee's name, address, and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of container, e.g. box 1 of 4 supply agreement number of the container bearing the package slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.
- SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- TITLE AND RISK OF LOSS: The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
- DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid. Seller shall pay for the transportation costs.
- 5. NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
- PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "No arrival, No sale."
- RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.
- 8. REJECTION OF GOODS: It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
- 9. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Coppell with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.
- SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

#### II. WARRANTY - PRICE:

a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the

Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense

- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warranties that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 13. SAFETY WARRANTY: Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
- 14. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise such claim, makes no warranty that the production of goods according to the specifications will not give rise such claim, and in no event shall Buyer be liable to Seller in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.
- 15. CANCELLATION: Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those goods retained by Buyer.
- 16. FORCE MAJEURE: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement

of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 17. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 18. MODIFICATIONS: This contract can be modified or rescinded only in writing signed by both parties or their duly authorized agents.
- 19. WAIVER: No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 20. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 21. APPLICABLE LAW: This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
- 22. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
- 23. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 24. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
- 25. ENTIRE AGREEMENT: This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
- 26. INDEMNITY AND DISCLAIMER: BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY

OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

- 27. GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Dallas County, Texas.
- 28. SUCCESSORS AND ASSIGNS: The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
- 29. SEVERABILITY: The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
- 30. NOTICES: All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXECUTED this 30th day of July	, 2018
SELLER:	
Den J. Stalm	
(Signature)	
Darin Stalbaum, VP - Sales & Marketing	
(Type/Print Name and Title/Position)	
9045 N. River Road, Suite 300	
(Address)	
Indianapolis, IN 46240	
(City, State, Zip)	
(City Manager)	

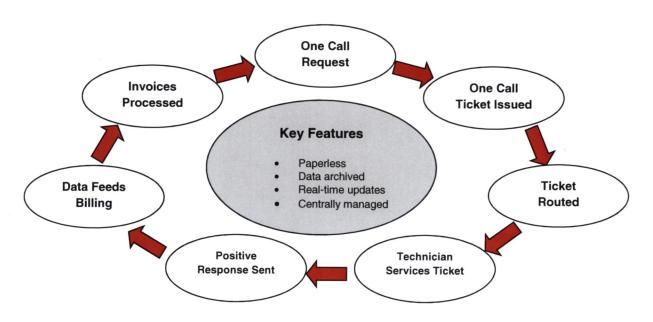


# **Understanding and Approach**

USIC will be available 24x7x365 to receive and respond to 100% of the City's locate tickets from the Texas 811 (Lonestar) one call center. USIC will respond to 100% of the tickets received from the one call to determine if a conflict exists between your facility's and the proposed excavation.

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 Texas One Call (Lonestar 811) service. Once a locate request is generated our wireless ticket management system 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 setup 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 web based database.

This real-time visibility allows for load balancing and staff augmentation to ensure all requests are handled in a timely manner. The above process, and below diagram show how this process is conducted 24x7x365.





Because of the efficient routing and workflow within our wireless ticket management system, time is not lost for the printing and/or distribution of locate requests. Once the work is completed, the back office billing system is automatically updated and accurate billing is generated from the work completed.

The purpose of the USIC Locate Process is to standardize the way each technician performs their work in certain areas determined to impact quality, while providing a measure of flexibility. The USIC Locate Process acts as an instruction guide to our employees in the proper routine to perform a locate. The USIC Locate Process Stages cover every aspect of a locate and if practiced consistently, will prevent damage to our customer's facilities due to our error. This process has been validated and fully integrated into the training all new technicians receive. The stages are listed below:

#### **USIC** Locate Process

- •Stage 1: Evaluate the Job
- This stage ensures the technician is at the proper address, understands the ticket scope, refers to proper prints and records and does a thorough visual scan of the job site.
- •Stage 2: Identify High-Profile Facilities
- Stage 2 specifically addresses the identification of high profile facilities and directs the technician to use appropriate extra measures.
- •Stage 3: Prepare for the Locate
- The tasks in stage 3 deal with properly setting up safety equipment, selecting correct tools to eliminate extra steps, and identification of the best access points.
- •Stage 4: Perform the Locate
- Steps include direct connecting unless that method is not available, grounding and un-bonding properly, use of lowest power and frequency to produce a detectable signal, proper troubleshooting and applying paint and flags properly.
- •Stage 5: Verify and Document the Locate
- Stage 5 covers review of prints and ticket scope to verify all facilities in conflict were located, proper billing and notations entered into the USIC ticket management system, attaching post locate photographs and restoring the job site to its original condition.



#### Managing the Fundamentals of Locating Better Than Anyone Else

One way to think about the basics of our business is to imagine a stool with four legs. This is how we look at the four fundamentals of locating. Each 'leg' is as important as the other. If one is missing, then the entire system simply doesn't perform like it should.

Every day, with every locate, we concentrate on making the four fundamentals work together flawlessly. As a result, we're more efficient—and you're better assured of both cost effectiveness and superior service. The four fundamentals are:

#### 1. <u>Safety Management</u>:

'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.

### 2. 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 30,000 locates.

#### 3. On-time Performance:

Our goal is to be 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.

#### 4. Productivity:

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.

#### 1. Quality Assurance/Quality Control Plan

• TicketPro (Ticket Management System): After our 2011 acquisition of Consolidated Utility Services (CUS), USIC owned and operated two proprietary ticket management systems that were designed for receiving and managing locating and marking tickets. Based on ease of use for field Technicians that deliver damage prevention services, USIC opted to utilize CUS's Ticket Rx ticket management system as our uniform system going forward. All USIC districts migrated to an enhanced version of Ticket Rx in early 2012. Now named TicketPro, USIC continues to develop our ticket management system and integrate it with other USIC technologies. Our proprietary



ticket management system manages more underground utility locates than any other ticket management system in the United States.

• Universal Photo Management (UPM): UPM is a proprietary USIC technology that automatically uploads and catalogs digital photographs after every ticket is serviced. This system makes timedate stamped photos available near real-time after field services are completed. UPM also monitors technician laptops to ensure that all software is up-to-date while monitoring for unauthorized software.

This keeps USIC field technicians working in an efficient manner while streamlining the potentially confusing work of organizing hundreds of digital photographs taken daily to document a technician's work.

- Customer Portal: USIC's web-based customer portal provides access to ticket data, damage investigation data, and various reports and documents. Customer portal pulls data from TicketPro and makes it available to customers through user friendly ticket search engines. Customer portal also pulls data from USIC's claims management system to provide data on damage investigations completed by USIC. Our "generate report" feature provides selectable portions of damage investigations and the applicable locate ticket that preceded the damage. This report, that directly compares post-locate photos to post-damage photos, is proving to be invaluable to customers in resolving underground utility damage responsibility.
- GPS Logistics Tool: USIC monitors all field vehicles via GPS technology. This enables us to know the current location of every technician for safety and dispatching logistics. USIC also developed technology that compares GPS travel points to TicketPro data to validate that technicians operated in an efficient manner. Exception reporting enables USIC management to quickly identify rare cases of logistical and fleet abuse keeping our operations efficient and cost effective. USIC also monitors idling via our GPS technology. In 2010, USIC was able to reduce fuel consumption by 16%, a level that we have since maintained, through GPS monitoring and management. This was a significant environment and cost benefit. The next phase of USIC's GPS system is dynamic ticket routing, which is in final developmental phases.
- Print Update Management Process (PUMP): PUMP is USIC's unique technology used to send customer print, record, or mapping information to multiple technicians seamlessly via air card access. We have the ability to accept one digital update record at our central office and then identify the applicable technicians in the appropriate service area that required the customer's information. PUMP compares the customer files stored on every applicable laptop to the new record. Every file that is new or change is updated and every change is tracked and auditable. We have the ability to push out updates quickly, which is a clear damage prevention benefit. The automated distribution avoids time spent manually updating laptops which is a significant operational efficiency.
- Future Technology: Beyond the base technologies noted that are fully deployed, USIC is testing and developing a variety of future damage prevention technologies. More information is available if additional interest remains.



#### Cost

Locating and Marking during normal working hours

\$16.50 per ticket

Tickets taking one hour or less to complete

Locating and Marking during normal working hours

\$16.50 + \$14 per quarter hour after 60 minutes

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Locating and Marking Emergencies during normal

\$21.50 per ticket

Working hours

Tickets exceeding 1 hour

Locating and Marking After Hours Emergencies

\$26.50 per ticket

Onsite Excavation Surveillance

\$14.00 per \(^1\)4 hour

## **Pricing Definitions**

**Per One Call Ticket** – All tickets received from State One Call. Each ticket granted 60 minutes of locating time.

**Project Rate** – If locating the utility exceeds sixty minutes, the ticket will then be billed the proposed per <sup>1</sup>/<sub>4</sub> hour Project Rate starting after the first sixty minutes of locating time.

After Hour Emergencies – This service will be for After Hour Emergency Tickets that are called in between the hours 5:00 P.M - 7:00 A.M, Monday - Friday and all day Saturday & Sunday including Holidays. The fee is a flat fee and total billed for this type of ticket will only be After Hour Emergencies fee identified above. NOTE: We do not charge for travel time.

In addition to saving money on locating expense, the City of Coppell will experience the added value of using our Professional Damage Prevention Services.

#### **OUR VALUE PROPOSITION INCLUDES:**

Basic Economic Value Summary Risk Management Summary Advanced Technology Summary Professional Services Summary