

MWS has a contract # 16546 with Utiliquest:

Excerpts from

REQUEST FOR PROPOSALS #06-121

Underground Utility Locating Services for Metro Water Services

A. Purpose/Objective

The Water Services Department (MWS) of the Metropolitan Government of Nashville and Davidson County (hereinafter the Department) is soliciting proposals from interested and qualified offerors to perform Underground Utility Locating Services (hereinafter the Locating Program.) Contractor will fulfill MWS's responsibilities under the Tennessee Code Annotated, Title 65, Chapter 31, known as the Underground Utility Damage Prevention Act and will provide the benefit of utility locating and marking services. Details are given in Section – Scope of Services.

2.00 Scope of Work

- 2.01 For the purpose of safeguarding MWS's Sub-surface Facilities from excavation damage, Contractor will receive and respond as required, to all excavation notices, directed to MWS, in accordance with the Tennessee Underground Utility Damage Prevention Act, as codified in Tennessee Code Annotated 65-31-101 et. seq. Contractor will provide technical services to locate and mark underground pipes and other underground facilities for MWS. Contractor shall provide such temporary markings and protection as may be required. Such protection shall include painting, flagging or staking the horizontal location of MWS's underground facilities in accordance with current marking standards of the American Public Works Association.
- 2.02 Contractor shall provide complete personnel, office services, vehicles, and all tools and materials required for the safe and proper performance of this agreement.
- 2.03 Contractor's vehicles shall be equipped with two-way radio communication equipment. In addition, Contractor shall provide its personnel with paging devices to facilitate communication when outside their vehicles. Communication equipment shall be compatible with current MWS communication equipment.
- 2.04 Normal service hours and working days of Contractor's office shall be common

to those of the Tennessee One Call. Also provide any locating services required after regular operating hours, emergency situations, 24 hours a day, on weekends, holidays, and 3:30 p.m. – 7:00 a.m. Central Time on work days.

- 2.05 Contractor shall provide all circuits and equipment required to receive requests from the Tennessee One Call. MWS shall be responsible for all other contractual and cost obligations between Tennessee One Call and MWS.
- 2.06 Contractor's administrative responsibility shall include, but not be limited to, receipt, recording, dispatching and closing out of notices of excavation.
- 2.07 Contractor shall keep a record, for up to six (6) years, of each notice of excavation indicating the time and date a markout was made, the type of facility marked, and date, time and name of person notified.
- 2.08 All markings for conduit routes shall be "corridor" markings identifying centerline and width of the facility structure. Markings for all other MWS facilities shall be "centerline."
- 2.09 Contractor shall be responsible for the maintenance of its marks up to the start of excavation (not to exceed 10 working days).
- 2.10 Contractor shall notify the excavator of the presence of any identifiable, but unlocatable MWS facilities, and caution the excavator that any location information supplied may not be within reasonable accuracy.
- 2.11 Contractor shall at all times advise excavator of appropriate precautions to be assumed on his behalf. The excavator is to be advised that depth of MWS facilities is neither provided nor guaranteed, and that he is responsible to pothole, expose, and support MWS facilities when excavating within the locate limits as prescribed by the Tennessee Underground Utility Damage Prevention Act of markings or when crossing the facility. Excavator is to be informed that location information is not valid beyond 15 calendar days or if location markings are removed or destroyed.
- 2.12 Upon determination that a location request involves excavations near a high pressure MWS transmission pipeline (as indicated on the facilities map), Contractor shall notify MWS as soon as possible but in no event later than 4 hours after discovery, by telephone or other speedy communication, of such proposed excavation. In addition, Contractor will flag and mark pipeline in the normal manner.
- 2.13 Contractor must conform to all local, federal as well as state laws, codes and standards regarding employee and public safety, including but not limited to, TOSHA requirement and regulations, particularly 29 CFR 1910.146 for

confined space entry of sanitary sewer manholes.

- 2.14 Contractor must comply with local and/or state traffic control regulations. The Department of Public Works in Nashville or the Tennessee Department of Transportation may require permits such as street closure permits on certain streets and/or uniformed police officer to direct traffic. All bidders are advised to contact the two agencies above to get guidelines.
- 2.15 Contractor must place warning signs or traffic control devices conspicuously to approaching traffic, before engaging in work in public rights-of-way. Where further protection is needed, suitable barriers must be erected. Where the nature of work and traffic requires it, a competent, flag person shall be stationed to warn traffic while the hazard exists. All contractors and workers working within 50 feet of a roadway shall wear a, clean, conspicuous, ANSI approved, safety vest.
- 2.16 Contractor must display approved identification badges obtained from MWS Security.
- 2.17 Contractor vehicles must display proper signage such as magnetic decals on both sides stating, "Under Contract with Metro Water Services."
- 2.18 Contractor and subcontractors will provide MWS a local criminal background check.
- 2.19 Contractor shall sign a Nondisclosure and Waiver Agreement. See Appendix.
- 2.20 Contractor shall provide "Drug-Free Workplace Affidavit"
Proposers must comply with all the provisions of Tennessee Code Annotated 50-9-113, enacted by the General Assembly, and having become effective January 1, 2001. Said Code is incorporated herein by reference. Employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a Drug-Free Workplace Program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid/proposal at least to the extent required of governmental entities. The affidavit is attached hereto and must be submitted with each proposal

**CONTRACT BETWEEN
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
UTILIQUEST
FOR PURCHASE OF SERVICES**

This contract is entered into on this ___ day of _____, 20XX, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro") and UTILIQUEST ("Contractor"). This contract consists of the following documents:

- ***This document,***
- ***RFP, 06-121***
- ***Contractor's Response***

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- ***any properly executed amendment or change order to this contract (most recent with first priority),***
- ***this contract,***
- ***RFP 06-121,***
- ***Contractor's Response***

- 1. Duties and Responsibilities of Contractor.** Contractor agrees to provide and Metro agrees to purchase the following services:

Underground Utility Locating services on an assigned basis per requirements listed in RFP 06-121.

2. Term.

- a) The term of this contract will begin on the date this contract is signed by all required parties and filed in the office of the Metropolitan Clerk. Metro contemplates that the contract term will begin on or about April 1, 2007 (beginning date). The initial contract term will end on March 31, 2010 (ending date).
- b) This contract may be extended for two (2) additional term(s) of one (1) year each. The option to extend shall be exercised by and in the discretion of the Purchasing Agent. To be effective, any extension must be approved by the Purchasing Agent, Metro's Department of Law and Department of Finance. In no event shall the term of this contract, including extensions, exceed five (5) years.

3. **Compensation.** For the initial term of the contract, contractor shall be paid per the following to be billed on the following basis:

Single payments following assignments and receipt of invoice.

Item # 1	Price per ticket request from Tennessee One Call (TOC) 7:00 A.M. to 3:30 P.M., normal working hours.	\$10.50 per ticket
Item # 2	Emergency call out tickets 7:00 A.M. to 3:30 P.M.	\$10.50 per ticket
Item # 3	Emergency call out tickets, nights & weekends.	\$24.00 per ticket
Item # 4	Flat rate for investigations and testimonial services.	\$36.50 per hour.

There will be no other charges or fees for the performance of this contract. Metro will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. Metro will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4. **Escalation/De-escalation.** This contract may be eligible for annual escalation/de-escalation adjustments. Prices quoted shall be firm for the initial term following the effective date of contract. Written requests for price changes after the firm price period may be submitted in writing to the purchasing division. Any increase will be based on the contractor's actual cost increase only, as evidenced by written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the general or industry wide nature of the change.

At the option of metro, (1) the request may be granted, (2) the contract may be cancelled and awarded to the next lowest responsive and responsible offeror whose proposal meets the requirements and criteria set forth in the invitation to proposal, (3) the commodity/service may be re-advertised for award and subsequent cancellation, or (4) continue the contract without change.

The purchasing division will accept or reject all such written requests within thirty (30) working days of the date of receipt. If approved, the purchasing division will notify the contractor of the date the increase will be effective. Contractors must honor all purchase orders dated up to thirty (30) days subsequent to the price change request at the original price.

5. **Electronic Payment.** Upon request by Metro, the Contractor shall have thirty (30) days to complete and sign Metro's form authorizing electronic payments to the Contractor. Thereafter, all payments to the Contractor, under this or any other contract the Contractor has with Metro, shall be made electronically.
6. **Taxes.** Metro shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Metro.
7. **Copyright, Trademark, Service Mark, or Patent Infringement.**
- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against Metro to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless

Metro against any award of damages and costs made against Metro by a final judgment of a court of last resort in any such suit. Metro shall provide Contractor immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. Metro reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon Metro unless approved by the Metro Department of Law Settlement Committee and, where required, the Metro Council.

- b) If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - i) *Procure for Metro the right to continue using the products or services.*
 - ii) *Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to Metro, so that they become non-infringing.*
 - iii) *Remove the products or discontinue the services and cancel any future charges pertaining thereto.*
 - iv) *Provided, however, that Contractor will not exercise option b.iii. until Contractor and Metro have determined that options b.i. and b.ii. are impractical.*
- c) Contractor shall have no liability to Metro, however, if any such infringement or claim thereof is based upon or arises out of:
 - i) *The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor.*
 - ii) *The use of the products or services in a manner for which the products or services were neither designated nor contemplated.*
 - iii) *The claimed infringement in which Metro has any direct or indirect interest by license or otherwise, separate from that granted herein.*

8. Termination--Breach. Should Contractor fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, Metro shall have the right to immediately terminate the contract. Such termination shall not relieve Contractor of any liability to Metro for damages sustained by virtue of any breach by Contractor.

9. Termination--Funding. Should funding for this contract be discontinued, Metro shall have the right to terminate the contract immediately upon written notice to Contractor.

10. Termination--Notice. Metro and or Contractor may terminate this contract at any time upon thirty (30) days written notice to the other party.

11. Compliance with Laws. Contractor agrees to comply with any applicable federal, state and local laws and regulations.

- 12. Maintenance of Records.** Contractor shall maintain documentation for all charges against Metro. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by Metro or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- 13. Monitoring.** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by Metro, the Department of Finance/Division of Internal Audit, or their duly appointed representatives.
- 14. Metro Property.** Any Metro property, including but not limited to books, records and equipment that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to Metro by Contractor upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Metro property.
- 15. Modification of Contract.** This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.
- 16. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- 17. Waiver.** No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 18. Employment.**

 - a) Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
 - b) Contractor shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.
 - c) Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of Metro.
- 19. Non-Discrimination.** It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the

admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, all Proposers entering into contracts with Metro shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

20. Insurance. During the term of this Contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement.

1.) Commercial General Liability Insurance occurrence version commercial general liability insurance or equivalent form with a limit of not less than one million (\$1,000,000.00) dollars each occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than two times the occurrence limit.

Such insurance shall:

- a.) Contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
- b.) For any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects Metro, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering Metro, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

2.) Automotive Liability Insurance including vehicles owned, hired, and non-owned, with a combined single limit of not less than one million (\$1,000,000.00) dollars each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes Metro, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

3.) Worker's Compensation (If applicable), Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$100,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's

employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage.

4.) Other Insurance: Not applicable for this contract.

5.) *Other Insurance Requirements.* Contractor shall:

- a. Prior to commencement of services, furnish Metro with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Metro's Law Department, 222 Third Avenue North, Suite 501, Nashville, TN 37201.
- b. Provide certified copies of endorsements and policies if requested by Metro in lieu of or in addition to certificates of insurance.
- c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Metro as a material breach of contract.
- e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the Metro Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/Employers Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to Metro without expense immediately upon request.
- g. Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by Metro prior to the commencement of services.
- h. If the Contractor has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

21. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

22. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- b) Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) Pursuant to Tennessee Attorney General Opinion 93-01, Metro will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.
- d) Contractor shall pay Metro any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

24. Attorney Fees. Contractor agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event Metro prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for Metro.

25. Assignment--Consent Required. The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this contract, neither this contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION

OF METRO'S CHIEF ACCOUNTANT, DIVISION OF ACCOUNTS, DEPARTMENT OF FINANCE, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.

26. **Entire Contract.** This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
27. **Force Majeure.** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
28. **Governing Law.** The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.
29. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.
30. **Severability.** Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
31. **Notices and Designation of Agent for Service of Process.**
- a) Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department: Water Services

Att'n: Jim Paulus

Addr: 1600 Second Avenue N.
Nashville, TN. 37208

- a) Notices to Contractor shall be mailed or hand delivered to:

Contractor: *UtiliQuest, LLC*

Att'n: *John Hinton*

Addr: *Four Concourse Parkway, Suite 250*

Atlanta, GA 30328

Telephone *678.461.3900*

Fax *678.461.3902*

E-mail *john.hinton@mywirelessreminder.com*

- b) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: *SAME AS ABOVE*

Att'n: _____

Addr: _____

32.

Effective Date. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO COMPLIANCE TO PROCUREMENT PROCESS:

Purchasing Agent

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Recommending Department Head
Department: _____

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: _____

CONTRACTOR

Company: UtiliQuest, LLC

BY: _____

Print: Jamal Masumi *4/16/07*

Title: President

Sworn to and subscribed to before me, a Notary Public, this 16th day of April, 2007, by

_____, the _____ of

Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public

My Commission Expires April 26/2010



Affidavits

State of Georgia

County of Fulton

As used herein, "Offeror" will include bidders and proposers.

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she President (Title) of UtiliQuest, LLC (Offeror), and that Offeror is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

Contingent Fees: In accordance with the Metropolitan Government's 1992 Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

Non-Discrimination: After first being duly sworn according to law, the undersigned (Affiant) states that by its employment policy, standards, and practices the Offeror does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal, or laying off of any individual due to his/her race, creed, color, national origin, age, or sex, and that the Offeror is not in violation of and will not violate any applicable laws concerning the employment of individuals with disabilities.

It is the policy of the Metropolitan Government not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of its contract with the Metropolitan Government, Offeror certifies and warrants it will comply with this policy.

And Further Affiant sayeth not:

By: [Signature]

Title: President – Jamal Masumi

Address: Four Concourse Parkway, Suite 250, Atlanta, GA 30328

Sworn to and subscribed before me on this 16th day of April, 2007.

Notary Public [Signature]
My commission expires: April 26 / 2010.

