

CITY OF ALEXANDRIA

Request for Proposal

Underground Utility Locating Services

Curtis S Fogleman

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Request for Proposal to provide cost of all labor, materials and equipment to complete the Service in accordance with the attached Statement of Service.

REQUEST FOR PROPOSAL

UNDERGROUND UTILITY LOCATING SERVICES

Overview

The City of Alexandria is issuing this Request for Proposal (RFP) for the purpose of contracting for the locating of underground utilities. The City of Alexandria desires to contract for one (1) year period with an option to renew, for locating services for its Electric, Gas, Fiber, Water, Wastewater facilities and any additional underground utility installation that may occur during the period of the contract.

The successful bidder will be required to comply with all laws and regulations of the State of Louisiana and Louisiana One-Call Center in the performance of locating utilities. The contract will be awarded to the bidder whose bid evaluation by the City of Alexandria indicates that such award will be in the best interests of the services to be done, as determined by the City of Alexandria. No contract shall be considered to have been awarded and no bidder may rely upon the award of a contract until a Services Agreement has been signed by the City of Alexandria and the successful bidder, and no bidder shall be entitled to rely on any written or oral statements or representation as to the award of a contract made by any City of Alexandria personnel.

Bidders should include in their bid response an executive summary of the company, a copy of the proposed contract between bidder and the City of Alexandria, a list of personnel who will be assigned to the account and their position, a list of references, a letter stating that the company is bonded or insured for damages, and a copy of the proposed billing format. The proposed contract should specify general condition of the contract, definitions of terminology, designated work and performance requirements, record keeping and contract prices.

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1.0 PROPOSAL INSTRUCTIONS

- 1.1) **Questions Prior to Opening:** All questions must be in writing and directed solely to the issuing office. Questions may be emailed or faxed to the Utility Division's contact person listed on the cover page of this RFP. Questions that may be answered by directing the bidder to a specific section of the RFP may be answered by phone or email. Other questions may be more complex and require a written amendment to the RFP. A summary of all pertinent questions and answers will be sent to participating vendors.
- 1.2) **Preparation Costs:** The City of Alexandria will not pay any cost(s) associated with the preparation, submittal, presentation, or evaluation of any proposal.
- 1.3) **Preparation of Proposals:** Each offer must be legible and signed. All proposals must be submitted in the following order:
 - **Company Overview** - Contractor to locate and mark the City of Alexandria's underground utilities in an effort to prevent damage by person(s) engaged in any type of excavation activity near the owners underground facilities. Locate Services to be provided in accordance with all Iowa Laws, rules, regulations, and standard practices.
 - **Section #1 / Executive Summary** - This section of your proposal should outline your company history and give detail of your company's ability to provide the requested services. Identify in this section a list of company personnel who will be assigned to the account, their position, years of service, experience, industry certifications, licensees, or other relevant data.
 - **Section #2 / References** - Contractor shall provide references for recently completed (similar in scope) projects upon request from the City of Alexandria.
 - **Section #3 / Locating Services** - Detail methods and equipment used for locating services. Discuss in this section your companies' equipment resources relevant to the locating services.
 - **Section #4 / Damages** - Provide your damage ratio (per 1,000 locates) for the last three (3) years for similar type projects, as well as company-wide damage ratios during this same period. Additionally, provide evidence that your company is bonded or insured for damages as a result of services requested. Discuss in detail your companies' action plan and

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1.0 PROPOSAL INSTRUCTIONS CONTINUED

policy for restoring the City of Alexandria's services in the event service is interrupted due to any failure on your part to effectively locate underground facilities.

- **Section #5 / Contract Documents** - Provide a copy of the proposed contract covering requested locating services between contractor and the City of Alexandria. Final contract must specify general conditions of the contract, definitions of terminology, designated work and performance requirements, record keeping and contract prices.
- **Section #6 / Billing** - Provide a copy of your proposed billing format. This section should also contain language that allows the City of Alexandria to review and audit call records and ticket or locate requests that support any billing documents.
- **Section #7 / Pricing** - For purposes of comparison, please use the sheet provided to submit pricing for requested services. Alternative proposals are also encouraged to submit.
- **Alternative Offers**

1.4) **Addenda:** All vendors shall acknowledge receipt of any addenda to a Bid Request. Failure to acknowledge receipt of any addenda may render the bid non-responsive. Changes to a Request for Bid shall be made solely by a written addendum issued by the Utility Division Director. Suppliers are asked to promptly notify the Utility Division Director of any ambiguity, inconsistency, or error that maybe discovered after examining the Bid Documents.

1.5) **Marking and Mailing Offers:** Proposals shall be sealed securely in an envelope or other container and addressed as follows:

**City of Alexandria – Utility Division Director
Attention: Michael Marcotte
P.O. Box 71
Alexandria, LA. 71309**

Please indicate in the lower left hand corner of the envelope Company's Name, Proposal Name, Proposal Number, and the closing Date and Time.

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1.0 PROPOSAL INSTRUCTIONS CONTINUED

The City of Alexandria shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container.

- 1.6) **Closing Date for Offers:** All Proposals shall be received promptly at 12:00 P.M. (Noon) Central Standard Time on, February 17, 2014 at the following location:

**City of Alexandria – Utility Division Director
Attention: Michael Marcotte
P.O. Box 71
Alexandria, LA. 71309**

Proposals received prior to the closing date shall be kept secured and sealed until closing. Proposals received after the closing date will not receive consideration and will remain sealed in the proposal file. **ONLY INFORMATION THAT IS RECEIVED IN RESPONSE TO THIS RFP WILL BE EVALUATED; REFERENCE TO INFORMATION PREVIOUSLY SUBMITTED WILL NOT SUFFICE.**

- 1.7) **Modification of Offers:** A vendor may modify a submitted proposal by letter at any time prior to the deadline for the receipt of bids. Modifications must be received in a sealed envelope or container with the Company's Name, Proposal Name, Proposal Number, and the Closing Date and Time clearly marked.
- 1.8) **Withdrawal of Offers:** A proposal may be withdrawn on written request from the vendor to the Director of Utilities prior to the closing date.
- 1.9) **Disclosure:** At the time of closing all proposals and other material(s) submitted become the property of the City of Alexandria and may be returned only at the City's option. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time of notice of Intent to Award is issued.

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2.0 GENERAL PROVISIONS

2.1) **INVITATION TO BID**

You are invited to submit a sealed proposal to provide underground utility locates in accordance with the specifications and plans set forth by the City of Alexandria. These proposals will be accepted in the office of the Director of Utilities, P.O. Box 71, Alexandria, LA. 71309 until February 17, 2014. If there are any questions or comments regarding the bid specifications or project details, contact Michael Marcotte, at (318) 449 - 5008.

2.2) **AWARD: ALL OR NONE**

Bids will be analyzed and the award made to the most responsive, responsible bidder whose offer conforms to the solicitation, and is considered the most advantageous to the City of Alexandria. The City of Alexandria reserves the right to accept any proposal, which is deemed most favorable to its interest, and to reject any or all proposals which are not in the best interest of the City of Alexandria. The City of Alexandria will issue a purchase order, contract, or both as its notification of award to the successful bidder.

2.3) **CONTRACT CHANGES**

Changes or deviations from the contract documents; including those for extra or additional work must be submitted in writing for review of the Owner. No verbal Change Orders will be recognized.

2.4) **INSURANCE**

- **Workers Compensation Insurance.** Contractor shall maintain both workers compensation as required under any workers compensation or similar law in the jurisdiction where the Services are performed and Employers Liability insurance.
- **Commercial General Insurance.** Contractor shall maintain commercial general liability with a limit of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Completed Operations coverage is to extend for two (2) years following the last to occur of the following events: (i) termination of this Agreement; or (ii) termination of all outstanding Services.

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2.0 GENERAL PROVISIONS CONTINUED

- **Automobile Liability.** Contractor shall maintain automobile liability with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto including owned, hired, and non-owned autos.
- **Umbrella or Excess Liability Insurance.** Umbrella or excess liability insurance in excess of Employers Liability, General Liability and Automobile Liability with a limit of not less than \$5,000,000 per occurrence. Any aggregate limits on this policy shall not be impaired as of the date the Contractor commences Work. The policy shall not contain exclusions for the perils of explosion, collapse or underground.

2.5) **QUALIFICATIONS**

The contractor responsible for work under this section shall have completed a job of similar and magnitude within the last 3 years. The contractor shall employ an experienced, competent and adequate work force licensed in their specific trade and properly supervised at all times. Unlicensed workers and general laborers shall be adequately supervised to insure competent and quality work and workmanship required

by this contract and all other regulations, codes and practices. At all times the contractors shall comply with all applicable local, state and federal guidelines, practices and regulations. Failure to be able to comply with these requirements is suitable reason for rejection of a bid.

2.6) **PERMITS, CODES AND REGULATIONS**

Contractor shall provide work in accordance with applicable codes, rules, and regulations of Local, State, and Federal Government and other authorities having lawful jurisdiction. The Contractor shall give all notices and comply with all laws, codes, ordinances, rules, and regulations bearing on the conduct of the work specified. If the Contractor observes that the contract documents are at variance with any rules and regulations, they shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances and regulations, and without such notice to the Owner, they shall bear all costs arising from violation.

2.7) **SAFETY**

Precautions shall be exercised at all times for the protection of all persons (including employees and visitors to job site) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and hazards shall be safe guarded.

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2.0 GENERAL PROVISIONS CONTINUED

2.8) **PERFORMANCE**

Final acceptance of work shall be subject to the condition(s) that all systems, equipment, and apparatus operate satisfactorily.

The contractor warrants to the owner the quality of material, equipment, and workmanship under the specification division for a period of one year from and after completion of building project and acceptance by City of Alexandria.

2.9) **WARRANTY**

The Contractor warrants to the City of Alexandria that upon notice from them within a one year warranty period following date of acceptance, that all defects that have appeared in materials and/or workmanship, will be promptly corrected to original condition required by contract documents at Contractor's expense. The above warranty shall not supersede any separately stated warranty or other requirements by law or by these specifications.

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3.0 STATEMENT OF SERVICES

SERVICES SPECIFICATIONS

Contractor will receive facility locate requests directly from Louisiana One-Call Center and manage the entire locating process for the City of Alexandria. Contractor shall furnish all labor, supervision, tools, materials, paint, flags, equipment (including a hardware compatible with the existing communication systems used by the Louisiana One-Call Center and transportation to perform Underground Facilities Locating and Marking services, as requested by the City of Alexandria and the Louisiana One-Call Center on behalf of Owner, in accordance with the following specifications:

3.1) Contractor's Duties and Responsibilities

- Contractor will receive and respond to all Excavation notices directed to City of Alexandria through the One-Call Center in accordance with current State Laws. Contractor shall provide such Markings and protection as may be required. Such protection shall include painting, flagging or staking in accordance with the current State Laws governing the protection of Underground Facilities and City of Alexandria's specifications.
- Contractor will comply with all applicable federal, state, county and local laws, ordinances and regulations including then current Louisiana State Underground Utility Damage Prevention Act.
- Contractor will be responsible for obtaining all licenses, permits, inspections and other authorizations required for Contractor's performance of the Services.
- All Markings shall be in accordance with the current State of Louisiana Laws and City of Alexandria specifications.
- Contractor's personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record-keeping requirements necessary to perform the Locate Request and Marking tasks.
- Contractor's locating equipment or devices are subject to City of Alexandria's approval. All Underground Facilities shall be electronically located, except where electronically impossible.
- Contractor employees will participate in an approved Pipeline and Hazardous Materials Safety Administration (PHMSA) drug testing program as approved by City of Alexandria. Contractor shall supply City of Alexandria with appropriate documentation and updates as requested.

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3.0 STATEMENT OF SERVICES CONTINUED

- If natural gas is involved, Contractor will participate in an approved PHMSA Operator Qualification (OQ) program as approved by City of Alexandria. All Contractor employees must successfully complete the approved OQ training/certification prior to working on City of Alexandria's facilities. Contractor shall supply City of Alexandria with appropriate documentation and updates as requested.
- Contractor's personnel shall represent City of Alexandria in a courteous and professional manner at all times.
- Contractor shall receive and record Locate Requests from the One-Call Center during normal service hours consistent with the Louisiana One-Call Center and City of Alexandria, but should be no less than Monday through Friday, (7:00 a.m. through 5:00 p.m. CST), except for holidays observed by the One-Call Center or City of Alexandria.
- Contractor shall complete the requirements of a Normal Locate Request within two (2) business days of receiving the Locate Request.
- Contractor shall receive and record Emergency Locate Requests at any time of any day.
- All Emergency notices shall be responded to within two (2) hours of receipt by Contractor, unless otherwise required by law or regulation to be sooner, unless otherwise agreed to with requesting party or excavator.
- Contractor shall provide all circuits and equipment required to receive requests from the One-Call Center. City of Alexandria shall be responsible for all other contractual and cost obligations from the One-Call Center.
- Contractor shall be responsible for making arrangements with all Excavators for Locate purposes.
 - All Locate Requests will be processed within the required timeframe or contact will be made with the Excavator to arrange an appropriate time to perform the Locate.
 - All Excavators will be called as soon as possible to confirm requested time of appointments or to make appropriate arrangements, as required.

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3.0 STATEMENT OF SERVICES CONTINUED

- Contractors' administrative responsibility shall include, but not be limited to, receipt, recording, dispatching, reporting, monitoring and closing out of Notice of Excavation.
- When the Underground Facility is "Identifiable, but Un-locatable", Contractor must contact Owner.
 - Owner will then determine the course of action to be taken.
 - If no course of action is successful, Contractor shall notify the Excavator of the presence of any "Identified, but Un-locatable" Facilities of City of Alexandria and shall caution the Excavator that any location information supplied may not be within the scope of the definition of Reasonable Accuracy.

In the event Contractor fails to meet the demands for Locate Requests, City of Alexandria, in its sole determination, shall have the right to use its own employees or the services of another outside vendor to satisfy such needs. City of Alexandria shall then invoice Contractor for City of Alexandria's costs in using its own employees or vendor.

- If requested by City of Alexandria, Contractor shall provide additional services, such as Site Surveillance (standby protection) or Extended Locate.
- Additional visits to the Excavation Site required due to Contractor's unsatisfactory performance shall not be treated or considered an additional ticket.
- Contractor shall keep a record for a minimum of two (2) years of each Notice of Excavation indicating the time and date; when locate was received, the type of facility marked, date and name of the call-back person notified.
- Contractor shall at all times afford City of Alexandria access to any and every part of the Services so as to enable them to inspect and ensure that the Services being performed conform to the terms of the Agreement.
- Contractor shall provide and maintain at all locations where work is being performed, adequate and suitable warning signs, all necessary suitable guards, and appropriate warning signals of any hazards in connection with the work, in order to prevent accidents during the course of the work.
- Contractor shall share excavation notice data, initial and closed, via their electronic management system.

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3.0 STATEMENT OF SERVICES CONTINUED

- In the event that an Underground Facility is damaged by a third party as a result of Contractor errors and omissions to properly mark such Underground Facilities in accordance with its contractual agreement with the City of Alexandria, all applicable laws and regulations, and state laws governing utility protection, the Contractor shall be liable for full costs for such damage, unless such damages resulted due to circumstances or factors beyond the control of the Contractor. Contractor will also be responsible for downtime/delays to Company due to inaccurate locates.

- Contractor shall investigate incidents of damage, as requested by City of Alexandria, for accuracy of the Locates(s).
 - Contractor shall respond, within one hour, to the work site following notification by City of Alexandria.
 - Contractor shall submit a written report of damage investigations within 5 days and maintain a copy of such written reports for a period of three (3) years.
 - Contractor and City of Alexandria shall hold meetings as needed to review completed investigation reports, and to assess responsibility.

Should the damage review process between City of Alexandria and Contractor reveal that City of Alexandria does not find Contractor liable for damage, City of Alexandria agrees to hold Contractor harmless from any ensuing damages owed to any third party as a result of the damage to the City of Alexandria's Underground Facilities or any fines that may later be levied by the State of Louisiana.

- Should the damage review process between City of Alexandria and Contractor reveal that the Excavator is responsible for the damage, Contractor shall provide testimonial and investigative support for any recovery efforts by the City of Alexandria.
- Should the damage review process between City of Alexandria and Contractor reveal that Contractor is liable for the damage, Contractor agrees to hold City of Alexandria harmless from any ensuing damages owed to any third party as a result of the damage to the City of Alexandria's Underground Facilities or any fines that may later be levied by the State of Louisiana.
- Contractor will be responsible for any costs involved with distributing electronic mapping, or updates to maps and records for its employees.
- Contractor shall retain and safeguard City of Alexandria's location maps and records.

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3.0 STATEMENT OF SERVICES CONTINUED

- Contractor shall be responsible to notify City of Alexandria, of any discrepancies or omissions in the City of Alexandria-provided records, to the extent Contractor can determine the discrepancies and omissions.
 - Contractor shall acknowledge that City of Alexandria's maps may not be available and to the extent that maps are available, they do not reflect the actual physical location of Underground Facilities and may not exist for all installations.
 - Contractor shall be solely responsible for determining the existence of Underground Facilities.
 - Contractor shall be responsible for and liable for any failure to locate Underground Facilities consistent with the provisions of this Statement of Services.

3.2) **City of Alexandria's Duties and Responsibilities**

- City of Alexandria shall provide maps and data in an electronic format at no charge.
- City of Alexandria shall provide sufficient copies and updates of the maps and diagrams of City of Alexandria's Underground Facilities for all Excavation Sites. The maps and diagrams (or CD Rom, if available) will reflect the most current information available to City of Alexandria.
- City of Alexandria shall work with Contractor to arrange for the One-Call Center to send all Locate Requests directly to Contractor and shall pay the One-Call Center system invoices

for Locator Requests transmittals. City of Alexandria shall forward any direct Locate Requests to One-Call Locator Service Center and/or Contractor.

3.3) **Invoicing and Reporting**

Contractor shall provide invoices to City of Alexandria on a monthly basis. Contractor's monthly invoice will include the following:

- City of Alexandria's name
- Period during which the services were performed – (the "Billing Period")
- Total number of Locate Requests received
- Total number and nature of additional services performed for City of Alexandria
- Total charges for the Billing Period

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4.0 DEFINITIONS

A monthly report will accompany and support the monthly invoice, which will include an itemized tabulation of the following information with respect to each Locate Request Contractor received:

- Ticket number
 - Locate date
 - Locations of proposed excavation
 - Type of request
- A. “Emergency” – Any condition constituting a clear and present danger to life, health or property, or a customer service outage.
- B. “Excavation” – Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil for agricultural purposes, or railroad, or road and ditch maintenance that does not change the existing railroad grade, road grade and/or ditch flow line , or operations related to exploration and production of crude oil or natural gas, or both.
- C. “Excavation Site” – The area where an Excavator intends to perform or actually performs Excavation.
- D. “Excavator” – Any Person who engages directly in Excavation and/or the design of Excavation and who requests the location of Owner’s Underground Facilities.
- E. “Excavator Notification” – Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.
- F. “Facility Owner” – The owner of a specific Underground Facility. For purposes of this Agreement, the Facility Owner is the Owner.
- G. “Identified, But Un-locatable” – An Underground Facility, the presence of which is known, but cannot be field-marked with Reasonable Accuracy.
- H. “Locatable Underground Facility” – Facilities for which the Tolerance Zone can be determined by the locator using generally accepted practices such as as-built construction drawings, system maps, probes, locator devices or any other type of proven technology for location.

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4.0 DEFINITIONS CONTINUED

- I. "Locate or Locating" – The process of detecting Underground Facilities through the use of
- J. inductive or conductive equipment, and marking the surface of the ground to identify the existence and location of Underground Facilities.
- K. "Locate Request"
- "Normal Locate Request" – A request to locate received at least forty-eight (48) hours, but no more than 15 business days, prior to the commencement of excavation, excluding Saturdays, Sundays and state and federal holidays.
 - "Emergency Locate Request" – A request to locate which demands immediate action to prevent significant environmental damage or loss of life, health, property or essential public services, including the re-erecting of critically needed traffic control signs or devices.
- L. "Marking" – Application of paint, flags or stakes to clearly identify on a horizontal plane the location of City of Alexandria's Underground Facilities within the tolerances set forth under the current State Laws of Louisiana governing Underground Facility Protection.
- M. "One-Call Center" – The statewide communication system operated by an organization which has as one of its purposes to receive and record notification of planned excavation in the state from excavators and to disseminate such notification of planned excavation to operators who are members and participants.
- N. "Person" – Any individual, partnership, franchise holder, association, corporation, state, city or county, or any subdivision or instrumentality of a state and its employees, agents or legal representatives.
- O. "Reasonable Accuracy" – Markings within the Tolerance Zone on either side of the Underground Facility as specified by the current State Laws governing Underground Facility Protection.

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4.0 DEFINITIONS CONTINUED

- P. "Tolerance Zone" – The area within 24 inches of the outside dimensions in all horizontal directions of an underground facility.
- Q. "Underground Facility" – Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of water, sewage, electronic communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids or other substances, including, but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.
- Q "Site Surveillance" – To watch over and protect Owner's plant during unusual or extensive excavation projects (i.e.: road-widening projects, sewer projects, etc.) and providing such continuous on-site locate services as may be dictated by the nature and scope of the excavation or as may be required by the Excavator, also known as standby protection.
- R "Project or Extended Locate" – A single ticket or project requiring the locating and marking of multiple non-adjacent addresses or dig areas in an urban environment or the locating and marking of more than one mile in a rural environment. Notification will be provided to the Owner when Project or Extended Locate activity is initiated. Locates of this nature typically exceed ½ hour or more to complete.