



CITY OF MEMPHIS

REQUEST FOR PROPOSAL

#27679

Addendum #1 (REVISED) – Questions & Answers

LOCATE AND MARKING SERVICES

UNDERGROUND SEWER FACILITIES

**Proposal Submission Deadline: December 18, 2015 @
2:00 p.m. CST**

Question 1: Can you provide the ticket history by month breaking out the number of standard tickets, retransmit tickets, emergency tickets during normal business hours and emergency tickets after hours?

Response 1: The City has not participated in the 811 service in the past and therefore, does not have any historical records. The 60,000 call estimate was provided by 811.

Question 2: Can you provide the previous 12 months history of the number of tickets that resulted in a “Site Visit” vs “Marked”?

Response 2: Please see response to question #1.

Question 3: Are there any upcoming major projects that the City of Pensacola is aware of?

Response 3: We are assuming that this is a typo for the “City of Pensacola” and your question is actually referring to the City of Memphis. The City of Memphis is unaware of any upcoming major projects.

Question 4: Is it possible to get a month sampling of locate tickets?

Response 4: Please see response to question #1.

Question 5: How many damages were investigated and entered into “Dirt” over the previous 12 months?

Response 5: Please see response to question #1.

Question 6: Is this work currently contracted out? If so, to whom?

Response 6: No. Please see response to question #1.

Question 7: In what format are prints provided?

Response 7: Tickets will be sent to the contractor by e-mail in an HTML format. An example of a ticket generated for the City of Memphis, Bureau of Traffic Signals (Engineering Division) is provided.

Also, the City has been working with the University of Memphis Center for Applied Earth Science and Engineering Research (CAESER) on the 811 project. CAESER would be able to produce a map centered on the dig site location that would include an overlay of the City's infrastructure (including attributes) with the most recent aerial photography. Through an automated process developed by CAESER, the dig site location would be extracted from geometry provided within the TN811 issued marking request. The map would be sent to the contractor as a PDF (or other format as needed), likely within 5 minutes of CAESER receiving the initial notification.

Question 8: How often are the prints updated?

Response 8: Updates are scheduled to be made quarterly.

Question 9: If the facility is not on the print and is damaged, is the contract locator clear of any responsibility?

Response 9:

If the facility is not on the print and is damaged, the Contractor may be relieved of liability to the extent the location of the utility in the area of the proposed excavation is not obviously visible.

Question 10: We need a detailed breakdown sheet for the type of requested pricing (i.e. per ticket price, after-hours emergency, stand-by, etc.)

Response 10: Contractor is to provide pricing for the following tasks:

1. Standard per ticket pricing
2. Emergency locate per ticket pricing
3. After hours emergency located per ticket pricing
4. Standby time per hour pricing

Contractor should also provide pricing for any additional services Contractor may offer to City.

Question 11: How will prints of maps/plans be provided? Will they be electronic or paper, and if electronic, what format will be used?

Response 11: The address of the excavation site will be provided on a ticket (see example attached).

Question 12: Service to house - Will the contractor be responsible to locate these? If so, and the service is not toneable, how are these to be reported?

Response 12: No locates to houses are included in this RFP.

Question 13: Can the city provide the number of locate requests (notifications) they received in 2014 and 2015 by the month from Tennessee 811?

Response 13: Please see response to question #1.

Question 14: Section says the contractor will be required to "furnish all labor, materials and equipment necessary to fulfill requests for onsite monitoring services." How often do you anticipate this being requested?

Response 14: Since the City has not participated in the 811 program in the past we cannot provide an answer to this question. Contractor should be prepared to render such services upon request by City.

Question 15: Section 2 states the contractor will be required to assist the city with accurately updating its mapping database. Please expand on this requirement. How does the city want the contractor to fulfill this requirement?

Response 15: If Contractor determines that the lines are not as shown on the drawings provided, Contractor will be required to provide a drawing showing revised location.

Question 16: Section 2 states that the contractor is required to notify the city of facilities the contractor is unable to locate at a proposed excavation site to assist the city with determining how to respond to the 811 ticket. Once it is determined

that facilities are present, but unlocatable, will the ticket become the responsibility of the city? Please outline the proposed process for this to be accomplished.

Response 16: The ticket will remain the responsibility of the Contractor. It is anticipated that the Contractor will contact the City designated representative via telephone to discuss the issue. The City representative will inform the Contractor as to how to proceed with locate.

Question 17: Page 25 “Rights In Data”. This section identifies that “any reports, studies, plans, models, drawings, specifications, and any other information or data of any type produced under this Agreement.” Contractor utilizes proprietary systems to produce many of these specified items and cannot grant ownership to the City. We can agree to “rights of access” to the City but not ownership. Can the language in this be adjusted?

Response 17: The City of Memphis expects to be granted ownership of such documents and any other information or data produced by the Contractor solely for the benefit and use of the City. For example, if the City requests Contractor provide a report reflecting the number of locates performed on behalf of the City during a specific period, the expectation is that the City will become the owner of the report following production by the Contractor. To the extent the documents or data reflect confidential or proprietary information, the City will agree to rights of access only. Upon award of the contract to the selected vendor, the vendor may submit a proposed modification of this provision for the City's consideration.

Question 18: Page 27 “Item # 4”. This section addresses the City’s right to terminate for convenience. We would request that language be added to allow for the Contractor to have termination rights for convenience as well. We could agree to either 60 or 90 days. It is standard in our industry for both parties to have termination rights for convenience. Can the City add language to this section to address our concern?

Response 18: Upon award of the contract to the selected vendor, this provision can be modified to provide a mutual right to terminate for convenience.

Question 19: Page 33 “Indemnification”. We have some concerns with this language. In our industry of utility locating, there are many situations where the Contractor has done everything correctly as it relates to this work but a law suit or third party claim still arises. At that point it is the facility owners responsibility to

address and defend those claims. Can we propose adjusted language for this section?

Response 19: The "Indemnification" clause included in the City's standard terms and conditions expressly requires that the Contractor indemnify the City when the claim or lawsuit is a result of the Contractor's breach of the Agreement or the negligent acts or omissions of the Contractor. Thus, if the Contractor is not in breach or has not been negligent (i.e. "has done everything correctly as it relates to this work.."), the Contractor will not be required to indemnify the City. Upon award of the contract to the selected vendor, the vendor may submit a proposed modification of this provision for the City's consideration.

Question 20: Additionally, is the City open to a cap on restoration liability or should the Contractor include pricing rates to account for full restoration cost liability?

Response 20: The Contractor's proposal should reflect both pricing structures for restoration cost liability (i.e., limited liability/cap for restoration cost liability and full restoration cost liability).

Question 21: Page 34 "City Liability". We would have to disagree with the language as written in this section. With this type of work, there are situations where the City would and should have liability. For example, in a situation where an underground City owned sewer pipe exists that is not on record and is not identifiable during a visual examination, than the Contractor would have no way to know that facility even exists. In a situation such as this, the City would have the sole liability should that line be damaged because as the utility owner it is the City's responsibility to maintain an accurate record keeping of its underground utilities. Additionally, gravity sewer is constructed of non-locatable (non-metallic) materials making the locating extremely difficult and heavily reliant upon accurate measurements on the City's utility records. If the Contractor were to come across an underground pipe without measurements, it would have to notify the City for instructions on how to proceed. If the City's determination for how the Contractor is to proceed were to cause damage to the pipe outside of the tolerance zone than the City would be liable for the damages and any third party claims that may result. Can you review our concerns and update the Liability language? Or would you prefer that we provide a suggested language change for the City's review?

Response 21: The City's contract does not totally disclaim liability under the Agreement. Rather, the contract expressly provides that the City shall have no

liability except as specifically provided in the Agreement. The awarded contract will address the City's liability for unidentified and non-locatable underground sewer facilities. The contract will further address additional instances of when liability will be imputed to the City of Memphis. Upon award of the contract to the selected vendor, the parties will work together to specifically address the City's liability under the Agreement.

12/11/2015

Tennessee One Call Ticket Information

[Reply](#) [Reply All](#) [Forward](#)

Tennessee One Call Ticket Information

tnocs@tneccall.com

To: CityofMemphisTNOneCallSTANDARD

Thursday, December 10, 2015 12:19 PM

TN811 LOCATE REQUEST

| | | | |
|----------------|--------------|-----------------|----------------|
| TICKET NUMBER: | 153446174 | OLD TICKET NUM: | |
| Message Type: | Normal | For Code: | MEMTRAF |
| Hours Notice: | 72 | Seq Num: | 9 |
| Prepared By: | Meaghan.7145 | Taken Date: | 12/10/15 12:19 |

Excavator Information

| | | | |
|----------------|--|------------------|--|
| Excavator: | | Excavator Phone: | |
| Address: | | Caller: | |
| City, St, Zip: | | Caller Phone: | |
| Contact Fax: | | Contact: | |
| Contact Email: | | Contact Phone: | |
| Call Back: | | | |

Work Information

| | | | |
|----------------|----------------------|------------------------|------------------|
| State: | TN | Work To Begin: | 12/15/15 AT 12:1 |
| County: | SHELBY | Update Date: | 12/24/15 AT 00:0 |
| Place: | MEMPHIS | Expire Date: | 12/30/15 AT 00:0 |
| Address: | 598 N TREZEVANT ST | | |
| Intersection: | FAXON AVE | | |
| Latitude: | 35.151433 | Longitude: | -89.982015 |
| Secondary Lat: | 35.152591 | Secondary Long: | -89.980713 |
| Work Type: | FENCE, REPL / REPAIR | Explosives: | No |
| Done For: | | WhitePaint: | Yes |
| Extent: | | Directional Boring: | No |
| | | Add'l Addr In Remarks: | No |

Location Information (DIRECTION)

PROP AT W MOST INTER..

Location Information (REMARKS)

MARK THE LEFT SIDE OF DRIVEWAY AT THE EXISTING CHAIN LINK FENCE LINE.... WHEN FAC PROP FROM STREET...

GRIDS: [07210]

Utilities Notified:

| Code | Name | Manually Added |
|---------|--|----------------|
| B11 | ATT/D-Memph (920)530-8175 - B11 | False |
| CSI | XO Communications - Memphis - CSI | False |
| DGTP | CenturyLink (CTLN) - DGTP | False |
| MEMTRAF | Memphis Traffic Signal - Fiber Optics, City of | False |
| MUAH | Memphis Light, Gas & Water - MUAH | False |