

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE: Authorizing the City Manager to Execute a Professional Services Contract with USIC Holdings, Inc., d/b/a USIC Locating Services, LLC in the Amount of \$384,375 for Providing Underground Locating and Marking Services for the City's Surface Water and Wastewater Utilities

DEPARTMENT: Public Works

PRESENTED BY: Lance Newkirk, Utility and Operations Manager

ACTION: ☐ Ordinance ☐ Resolution ☒ Motion
 ☐ Discussion ☐ Public Hearing

PROBLEM/ISSUE STATEMENT:

State law (RCW 19.122) requires owners of underground utility infrastructure to locate and mark said infrastructure prior to any excavation, with the goal being to protect public health and safety and to prevent damage or disruption of vital utility services. The City's Wastewater Utility currently provides locating and marking services in-house; whereas, the Surface Water Utility, through a prior interpretation of the RCW, has not consistently located underground facilities.

Staff would like contract out the Underground Utility Locating and Marking Services work for both the Wastewater Utility and the Surface Water Utility to: a) have these services provided by a vendor that has trained staff that specializes in this work, b) improve the documentation and accountability of the locating and marking services, c) reduce City liability through the use of a third party vendor, d) recover Wastewater Utility staff time to redirect to higher order maintenance tasks, and e) institute locating and marking services for the Surface Water Utility in accordance with best management practices and the RCW.

Tonight, staff is seeking Council authorization for the City Manager to execute an agreement with USIC Holdings, Inc., d/b/a USIC Locating Services, Inc. in the amount of \$384,375 for a professional services contract to provide Underground Locating and Marking Services.

RESOURCE/FINANCIAL IMPACT:

The service contract will be funded from the Surface Water and Wastewater Utility Operations budgets respectively. The contract amount is not to exceed \$76,875 annually with an option to renew for four (4) additional one-year periods.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an agreement with USIC Holdings, Inc., d/b/a USIC Locating Services, Inc. in the amount of \$384,375 for a professional services contract to provide Underground Locating and Marking Services for the City's Surface Water and Wastewater Utilities.

Approved By: City Manager **DT** City Attorney **MK**

BACKGROUND

State law (RCW 19.122) requires owners of underground utility infrastructure to locate and mark said infrastructure prior to any excavation, with the goal being to protect public health and safety and to prevent damage or disruption of vital utility services. The City's Wastewater Utility currently provides locating and marking services in-house; whereas, the Surface Water Utility through a prior interpretation of the RCW, has not consistently located underground facilities.

Staff would like contract out the Underground Utility Locating and Marking Services work to: a) have these services provided by a vendor that has trained staff that specializes in this work, b) improve the documentation and accountability of the locating and marking services through the use of third-party that has specialty locating, marking equipment and tracking software, c) reduce City liability through the use of a third party vendor, d) recover Wastewater Utility staff time to redirect to higher order maintenance taskings, and e) institute locating and marking services for the Surface Water Utility in accordance with best management practices and the RCW.

DISCUSSION

The City issued a Request for Proposal (RFP) on May 22, 2020, to provide Underground Utility Locating and Marking Services associated with Washington State Utility Notification Center (811) for the City's Surface Water and Wastewater Utilities' underground infrastructure. Responses were due on June 12, 2020. There was one respondent to this RFP – US Infrastructure Company (USIC).

The contracted services sought will include:

- Managing all Underground Utility Locating and Marking request tickets received from Washington One Call (811) on behalf of the City of Shoreline's Surface Water and Wastewater Utilities.
- Responding to 100% of locating and marking requests – both normal and emergency.
- Providing all labor, locating equipment and marking materials.
- Marking the requested locate area with paint and/or flags.
- Photographing the locate area for City review and record keeping.
- Providing a customer portal for the City to see all requests as well as status and history.
- Conducting damage investigation and providing access to electronic damage reports when required.

USIC, as a company, performs over 80 million locating and marking requests annually throughout North America – locating and marking for telecommunications, gas, electric, sewer, water and stormwater utilities. Regionally, they provide locating and marking services for several municipalities including the Cities of Duvall, Federal Way, Leavenworth, Mill Creek, Seattle, and Woodinville. Locally, they provide locating and marking services within Shoreline for Seattle City Light, Comcast, and CenturyLink.

Staff reviewed USIC's proposal and found them qualified to provide Underground Utility Locating and Marking Services for the City's Surface Water and Wastewater Utilities.

ALTERNATIVES ANALYSIS

There are two methods of providing Underground Utility Locating and Marking Services for the City's Surface Water and Wastewater Utility. The first is to provide the services with in-house staff and the other is to contract for the service. Both methods have their pros and cons. The following section addresses each method:

In-house Provided Locating and Marking

Pros

- Local familiarity of infrastructure in Shoreline
- Daily presence in service area which may lead to a timelier response

Cons

- Locating and marking services are an ancillary responsibility currently shared amongst Wastewater staff and not currently being performed by Surface Water staff
- No specialized software to managing locating and marking services
- Only as good as the mapping and GIS data
- More expensive: \$18.00 per Normal Contractor Locate for a combined Surface Water and Wastewater versus approximately \$25.32 for Normal City Staff Locate – see following table for breakout of City cost

Utility	Job Title of Staff Performing City Locate	Range	Step	Hourly Wage	½ Hour Wage Rate	Benefits (Est. 40% of Hourly Wage)	Cost to Perform One Locate
Surface Water	Engineering Technician	44	6	\$37.97	\$18.98	\$7.59	\$26.57
Wastewater	WW Utility Maintenance Worker	40	6	\$34.40	\$17.20	\$6.88	\$24.08

Blended Rate to Perform a Combined Surface Water and Wastewater Locate: **\$25.32**

Contract Provided Locating and Marking

Pros

- Cost savings
- Up to date technology and specialized locating equipment
- Specialized software dedicated to managing locating and marking services
- Thorough documentation that includes date and time stamped photographs of locates and marking
- Quality control plan that includes audits of field technicians work
- Full-time job responsibility
- Independent third-party reduces City risk of inaccurate locating and marking

- Frees up City Wastewater Utility Staff to perform higher-order maintenance work and allows Surface Water Utility to contribute funding to pay for the service in-lieu of reallocating current staff assignments or hiring additional staff

Cons

- Only as good as the mapping and GIS data provided by agency
- Limited initial infrastructure knowledge

Based on weighing these pros and cons, staff recommends moving forward with contracting for this service for both the wastewater and surface water utilities.

COUNCIL GOAL(S) ADDRESSED

This contract implements City Council Goal 2: Continue to deliver highly valued public services through management of the City's infrastructure and stewardship of the natural environment.

RESOURCE/FINANCIAL IMPACT

The service contract will be funded from the Surface Water and Wastewater Utility Operations budgets respectively. The contract amount is not to exceed \$76,875.00 annually with an option to renew for four (4) additional one-year periods.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute an agreement with USIC Holdings, Inc., d/b/a USIC Locating Services, Inc. in the amount of \$384,375 for a professional services contract to provide Underground Locating and Marking Services for the City's Surface Water and Wastewater Utilities.

ATTACHMENTS

Attachment A: Scope of Work for Underground Utility Locating and Marking Services

ATTACHMENT A

UNDERGROUND UTILITY LOCATING AND MARKING SERVICES

Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

SECTION I – DEFINITIONS

The definitions set forth in Chapter 19.122 RCW are hereby incorporated in their entirety by reference. In addition to those definitions, the following apply to the services:

- A. “APWA Guidelines” — Marking standards as defined by the America Public Works Association, www.apwa.net.
- B. “At Fault Damages” — Damage to City’s Underground Facilities caused by an Excavator that occurs with respect to Locatable Underground Facilities unless Contractor can demonstrate that the Locate was done with Reasonable Accuracy.
- C. “City” – The City of Shoreline, Washington.
- D. “Consequential Damages” — Shall include, but not limited to, loss of anticipated profits, loss of revenue, loss of use and cost of capital.
- E. “Consumer-Owned Facilities” — Any Underground Facility maintained, but not owned by, the City
- F. “Contract Service Area” — The entirety of the City of Shoreline, as the City’s corporate boundary exists today or modified in the future, except for that area served by the Highlands Sewer District.
- G. “Excavation Site” — The area where an Excavator intends to or actually performs Excavation.
- H. “Excavator Notification” — Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.
- I. “Emergency Locate Request” – Notice of proposed Excavation made to the One-call Center that pertains to a condition constituting a clear and present danger to life or property or a customer service outage.
- J. “Facilities” – Underground Stormwater and Wastewater infrastructure located within the Contract Service Area.
- K. “Facility Owner” — The City of Shoreline for Underground Stormwater and Wastewater Facilities within the Contract Service Area.
- L. “Field Visit” – Contract Locating and Marking personnel are physical present at the site of the in Contract Service Area location requested Locating or Marking service.
- M. “Highlands Sewer District” – The Highlands Sewer District provides sewer (Wastewater) and Stormwater services to a private residential gated community located within the corporate boundaries of the City of Shoreline and for purposes of this contract is outside of the provided service area.
- N. “Locate” — The process of detecting Underground Facilities through the use of inductive or conductive equipment to identify the existence and horizontal location of Underground Facilities.

- O. "Locate Request" — Notice of proposed Excavation made by an Excavator to the One-Call Center.
- P. "Maps and Records" — Information supplied in electronic format to Contractor by the City that shows the approximate horizontal location of the City's Underground Facilities.
- Q. "Marking" — The process of Marking the surface of the ground with paint, flags or stakes in accordance with APWA guidelines that indicate the presence of Underground Facilities.
- R. "One-Call Center" — A service through which a Person can notify utility companies of proposed Excavation and request field Marking of Underground Facilities. For the City of Shoreline, the current One-Call Center is the Washington Utility Notification Center.
- S. "Positive Response Center" — A service, usually provided by the One-Call Center in the state of Washington, that receives all information related to the completion of a Locate Request.
- T. "Pot Hole" — The process of physically exposing City's Underground Facilities in a small area, thereby visually identifying the facility's location.
- U. "Screen" — The process of utilizing City supplied Maps and Records in order to determine that City owned Underground Facilities are not in conflict with proposed excavation.
- V. "Site Surveillance" — To guard and protect City's Underground Facilities during unusual or extensive Excavation projects (e.g. road widening projects, sewer projects, etc.), provide such continuous on-site locating services as may be necessary to ensure Markings are visible to the Excavator. "Site Surveillance" is also known as standby protection.
- W. "Utility ID Code" — One-Call Center's unique identifier that establishes the City's geographical service territory.

SECTION II – CONTRACTOR'S DUTIES AND RESPONSIBILITIES

The Contractor shall:

- A. Provide sufficient qualified staff, office, marking equipment, and computer systems/software compatible with the current communications system used by the One-Call Center and with the City's current electronic mapping system.
- B. Provide transportation, traffic control (as needed), and supplies to fulfill its duties under this Contract.
- C. Receive and record Locate Requests from the One-Call Center on Business Days during the normal office hours of the One-Call Center (typically 7:00 am through 5:00 pm).
- D. Receive and record Emergency Locate Requests outside Business Day hours and respond within two (2) hours of receiving an Emergency Locate Request.
- E. Upon receipt of a Locate Request, determine whether a field visit to an Excavation Site and a visual examination is required to determine if a conflict exists between the City's Underground Facilities and the proposed Excavation. For all sites with City-owned stormwater and wastewater utilities within 300 feet of Locate Request, a field visual examination is required. Upon receipt of a Locate Request, utilize Maps and Records to determine whether a field visit and/or visual examination to the Excavation Site is required

to determine if a conflict exists between the City's Underground Facilities and the proposed Excavation. For all sites with City Underground Facilities within 300 feet of Locate Request, a field visit and/or visual examination shall be required.

- F. When it is determined that City Locatable Underground Facilities defined in RCW 19.122.020(16) are present at the Excavation Site, Contractor shall indicate the presence of those Underground Facilities with appropriate Markings.
- G. When it is determined that City Locatable Underground Facilities are not present at the Excavation Site, Contractor shall either notify the Excavator or Positive Response Center prior to the proposed Excavation. This notification shall denote that City Locatable Underground Facilities are not present or mark the Excavation Site in a manner to indicate that City Locatable Underground Facilities are not present and perform required mark out services according to APWA Guidelines and following State damage prevention laws pursuant to RCW 19.122.
- H. Notify the City's representative at the same time as the Positive Response Center when Excavation is to occur within five (5) feet of a Facility pipe that exceeds twenty (24) inches in diameter.
- I. Notify the City's representative within two (2) hours of the discovery of an Identified But Unlocatable Underground Facility so as to advise the City's representative of the situation. The City's representative will determine the course of action to be taken. If no course of action is successful, the Contractor shall notify the Excavator of the presence of an Identified But Unlocatable Facility and caution the Excavator that any location information supplied may not be within the definition of Reasonable Accuracy. Contractor is not liable for any damages to Identified But Unlocatable Facilities.
- J. Notify the City representative within two (2) hours of becoming aware that any City Underground Facility has been damaged. Investigate all incidents of Damage (referred to Contractor by City) for accuracy of the Locate(s) and submit to the City a written report of such investigations. Such report will include before and after photographs of the requested Locate area and Markings applied by the Contractor and contain Contractor's determination as to whether the Damage to City's Underground Facilities constitutes At Fault Damages. The City shall have thirty (30) calendar days after receipt of Contractor's written report to contest Contractor's conclusion. Unless the City notifies the Contractor in writing within such time period that it disputes the Contractor's conclusion as to At Fault Damages, Contractor's conclusion with regard to At Fault Damages shall be deemed binding with respect to this Contract. The Contractor shall maintain a copy of such written reports for a period of six (6) years. Upon request, the Contractor will give testimonial support in cases deemed necessary by the City. The charges for investigation of damage and testimonial support will be billed at a Flat Fee of \$275 for At Fault Damage Investigation. Contractor will respond and investigate all damages to City Facilities. Should the final findings by both parties prove that Contractor is clearly not the party causing the damage, Contractor will be compensated \$275.00 for the time to perform the Damage Investigation and provide a report to City; however, if the damage was a result of the Contractor's failure to Locate a Locatable Underground Facility with Reasonable Accuracy, then the Contractor shall not be compensated for the damage investigation charges.
- K. Provide additional services such as Site Surveillance, Marking of Consumer-Owned Facilities, and maintenance of marks and stakes if specifically requested to do so by the

City's representative. Prior to commencement of any additional services, the City must specifically approve such additional services in writing and the costs charged shall be at the hourly rates specified in this Scope of Work.

- L. Notify the City's representative of any discovered discrepancies or omissions in the Maps and Records or other information provided by the City. In the event that the Contractor updates City-provided mapping based on field discoveries, such mapping shall be supplied to the City.
- M. Retain and safeguard the City's location Maps and Records. Records shall not be disclosed or made available to any Person not approved by the City, except as required by law. Any requests for Maps and Records shall be directed to the City representative.
- N. Maintain records appropriate to support the invoicing and reporting requirements set forth in Section III and retain such records for a period of six (6) years from the date of the invoice and termination date of the contract.
- O. Retain the right to decline any Locate Requests for site surveys, Locating and Marking services in areas which the Contractor deems impractical to serve because of inaccessibility, safety, or other considerations approved by the City. Contractor shall notify the City within two (2) hours of discovery, if such an instance occurs.
- P. Be solely responsible for any violation or fine assessed against Contractor by any government entity in connection with the work contemplated and/or performed under this Contract.

SECTION III – CITY'S DUTIES AND RESPONSIBILITIES

The City shall:

- A. Provide to the Contractor electronic Maps and Records (including overall Contract Service Area maps) of the City's Underground Facilities. These maps, drawings, and electronic mapping data will reflect the most current information available to the City. Updates to Maps and Records shall be provided to Contractor on at least a quarterly basis. The Underground Facility Maps and Records currently available are as follows:
 - 1. Storm Drainage: Stormwater electronic underground facility mapping data in an ESRI Geodatabase and an ESRI online Map Service.
 - 2. Wastewater: Wastewater electronic underground facility mapping data in an ESRI Geodatabase, an ESRI online Map Service, and CAD files by quarter section.
 - 3. Boundaries: Boundary mapping data for Utility service areas and City Limits in an ESRI Geodatabase and an ESRI online Map Service.
- B. Take all steps necessary for the One-Call Center to send all tickets directly to Contractor and shall pay for all charges associated with the One-Call Center ticket transmissions. The City shall submit its Locate Requests to One-Call Center and not the Contractor.
- C. Permit Contractor to screen tickets using City-provided Maps and Records. City will not hold the Contractor liable for any No Fault Damages or Consequential Damages that occur as a result of incorrect Maps and Records that were used to screen locations. Contractor has liability for damages up to a loss limit of \$7,500.00 per incident that is

deemed an At-Fault Damage.

- D. Notify the Contractor within two (2) hours of City receiving a notification of damage to an underground facility so the Contractor can conduct a timely and thorough investigation.

SECTION IV – INVOICING

- A. Rate Types:

- 1. Normal Locate Rate (Field) – Rate applied to each Locate Request received from the One-Call Center for marking the City’s Underground Facilities in accordance with the APWA standards and/or chapter 19.122 RCW requiring a Site Visit and Marking utilities or lack thereof. All Locate Requests will have a maximum footage of 300 feet per request. Requests in excess of 300 feet will be billed as an additional “Normal Locate Rate” ticket for each 300-foot increment.
- 2. No Conflict Rate – Rate applied to each Locate Request that is determined as not in conflict and cleared without having to make a site visit.
- 3. Hourly Rate – Rate applied for work requested by the City outside the normal scope of completing Locate Requests, including Site Surveillance, Locate Requests for survey work, Marking Consumer- Owned Facilities, damage investigations (one hour per investigation except as specified in Section II Paragraph I) and any special reporting requested by City.
- 4. Hourly Overtime Rate/Call Out Rate – Rate applied for any Hourly Rate work that exceeds eight (8) hours in a given day or Hourly work outside of normal working hours 7:00 AM to 5:00 PM, Monday through Friday, except holidays. This rate is also applied to any Emergency Locate Request that is received and requires response by Contractor outside normal working hours on Business Days.
- 5. Business Hour Emergency Ticket – Any Emergency Tickets that are received between the hours 7:00 A.M - 5:00 P.M, Monday – Friday. This rate is applied to any Business Hour Emergency Ticket that is received and requires response by Contractor inside of normal working hours on Business Days.

- B. The Contractor shall invoice the City on a monthly basis for all Locate Requests and Hourly Rate work completed during the preceding calendar month.

- C. The Contractor’s monthly invoice shall include the following:

- 1. The City’s Contract Number;
- 2. The period during which the services were performed (the “Billing Period”);
- 3. The total number of Locate Requests received;
- 4. The total number of Locate Requests completed, by rate;
- 5. The total number and nature of additional Hourly Rate or other services performed; and
- 6. The total charges for the Billing Period.

- D. The Contractor’s monthly invoice shall be supported with a report that shall include an

itemized tabulation showing the following information with respect to each Locate Request the Contractor received:

1. Ticket number;
2. Date of completed Locate Request;
3. Locations of proposed excavation; and
4. Type of request.