

**RESOLUTION 21-05**  
**A RESOLUTION OF THE SOUTH WEBER CITY COUNCIL AWARDING**  
**STREETLIGHT BLUE STAKES CONTRACT**

**WHEREAS**, South Weber currently has 61 city-owned streetlights powered by Rocky Mountain Power and that entity will not mark lines they do not own; and

**WHEREAS**, the city is required to “blue stake” (mark) lines before any digging by individuals or companies in an effort to prevent damage; and

**WHEREAS**, requests for proposals for blue stake services were advertised on December 31, 2020 and January 4, 2021 and responses were received from Apex Locating, C & C Locating, and Stake Center Locating; and

**WHEREAS**, an evaluation committee was formed with City Manager David Larson, City Engineer Brandon Jones, Public Works Director Mark Larsen, Assistant Public Works Director Bryan Wageman, and public works employee Mark Johnson; and

**WHEREAS**, bids were evaluated based on key personnel, project experience and references, proposed approach, and cost; and

**WHEREAS**, Stake Center Locating was ranked number one after the scores were tabulated and the committee unanimously decided to recommend they be awarded the contract;

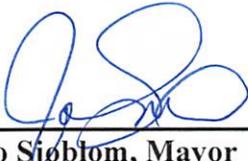
**NOW THEREFORE BE IT RESOLVED** by the Council of South Weber City, Davis County, State of Utah, as follows:

**Section 1. Award:** The Streetlight Blue Stake Contract as attached as Exhibit 1 is hereby awarded to Stake Center Locating.

**Section 2: Repealer Clause:** All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

**PASSED AND ADOPTED** by the City Council of South Weber, Davis County, on the 9<sup>th</sup> day of February 2021.

Roll call vote is as follows:		
Council Member Winsor	FOR	AGAINST
Council Member Petty	FOR	AGAINST
Council Member Soderquist	FOR	AGAINST
Council Member Alberts	FOR	AGAINST
Council Member Halverson	FOR	AGAINST

  
Jo Sjoblom, Mayor



  
Attest: Lisa Smith, Recorder

**EXHIBIT 1**  
**BLUE STAKING STREETLIGHTS**  
**SERVICES AGREEMENT**

## BLUE STAKING STREETLIGHTS SERVICES AGREEMENT

This Blue Staking Streetlights Services Agreement (the "Agreement") is entered into on the 15<sup>th</sup> day of February 2021, by and between **SOUTH WEBER CITY**, a political subdivision of the State of Utah (the "Owner"), and **STAKE CENTER LOCATING, INC.** (the "Contractor"). The Owner and the Contractor may be hereafter referred to individually as a "party" and collectively as the "parties."

### RECITALS

- A. WHEREAS, the Owner is in need of a Contractor to locate and mark power lines servicing City-owned streetlights (hereinafter referred to as "Project");
- B. WHEREAS, pursuant to Utah Code Ann. §§ 63-56-42 to 63-56-44 and the Owner's Administrative Code, the Owner has duly and properly selected the Contractor as being qualified to perform the services contemplated by this Agreement;
- C. WHEREAS, the parties are willing to perform their respective obligations under this Agreement in accordance with the description of the scope of services, schedule, costs, and other provisions of this Agreement; and
- D. WHEREAS, this Agreement is intended to authorize services more particularly described in the Owner's Request for Proposals (RFP) dated December 2020, submitted by Doug Kenyon of Stake Center, Inc. on January 15, 2021.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### 1. Scope of Services.

- a) General. The Scope of work is outlined in **Exhibit "A"**, but in general, the Contractor shall locate and mark all underground infrastructure related to City-owned streetlights in accordance with all applicable federal, state, and local laws and regulations.
- b) Cost of Services. The Contractor shall provide the services within the Proposal, as more fully set forth in **Exhibit "B"**.

#### 2. Compensation.

- a) Billing Procedure. The Contractor may submit monthly to the Owner an invoice for services performed and costs incurred under this Agreement during the calendar month immediately following completion of services. The invoice form shall be submitted to the Owner (Accounts Payable) for review, approval, and payment by the Owner. The invoice shall contain itemized costs describing in detail the services performed by the Contractor and costs associated with materials used for installation and maintenance. If approved, the Owner shall pay the

Contractor for all approved services within thirty (30) days after it receives the invoice describing such services.

- 3. Contractor's Standard of Care.** The Contractor shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Contractor shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the Owner.
- 4. Independent Contractor.** The Contractor shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the Owner. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, the Contractor shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of the Owner for independent contractors, as adopted from time to time by the Owner.
- 5. Default.** Either party shall be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) has not corrected its failure within thirty (30) days of receiving written notice from the other party of such substantial failure to perform.
- 6. Term and Renewal.** The term of this Agreement is for three (3) years. Owner may renew the agreement annually thereafter upon review by the South Weber Municipal Utilities Committee.
- 7. Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. Either party may terminate this Agreement for convenience upon ninety (90) days' written notice. Compensation by the Owner to the Contractor will only be paid in accordance with paragraph 2 of this Agreement.
- 8. Contractor's Working Files and Accounting Records.**
  - a) Working Files. The Contractor shall maintain files containing all work documentation, created or required in performing this Agreement. The Contractor shall provide the Owner copies of information contained in the Contractor's working files upon the Owner's request, and such copies shall become property of the Owner upon delivery.
    1. Where inaccuracies are discovered in City-provided maps, and where accurate information is determined through the blue staking process, Contractor shall provide such updates to the Owner within three (3) business days for the purpose of updating Owner mapping and documentation.
  - b) Accounting Records. The Contractor shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. The Contractor shall retain and make such records available to the Owner for its examination during the Contractor's normal business hours for a period of three (3) years after the Contractor submits its final invoice to the Owner.
  - c) Audit. The Owner may, in its sole discretion, audit any invoice, or statement of cost submitted by the Contractor at any time, as long as the Owner gives the Contractor written notice of its intent to conduct the audit. An audit may take place within the current term and up to three (3) years after the Contractor submits its final invoice to the Owner.

- 9. Insurance.** Contractor shall maintain insurance in accordance with generally accepted coverage to meet the requirements of the provisions of this Agreement and in compliance with State Law.
- 10. Indemnification.** To the maximum extent allowed by applicable law, the Contractor shall indemnify the Owner and hold the Owner and its employees harmless against all third-party actions, causes of action, damages, losses, claims, attorney fees and costs arising out of any negligent act or omission of the Contractor related in any way to the Contractor's performance under this Agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for any negligence by the Owner. In the event any claims are caused by the joint or concurrent negligence of the Contractor and the Owner, the Contractor shall indemnify the Owner only in proportion to the Contractor's own negligence.
- 11. Damages to Streetlight Infrastructure.**
- a) Third Party. In the event that any part of the Owner's streetlight infrastructure (above ground or below) is damaged by a third party as a result of Contractor errors and omissions to properly mark such infrastructure in accordance with this Agreement, all applicable laws and regulations, and State laws governing utility protection, the Contractor shall be liable for actual repair and restoration costs only, not to exceed \$3,000 per incident for such damage, unless such damages resulted due to circumstances or factors beyond the control of the Contractor. Contractor will not be responsible for downtime/delays or any other expense to the Party that made the original location request due to inaccurate Project completion.
  - b) Investigation. Contractor shall investigate incidents of damage, as requested by Owner, for accuracy of Project completion. Contractor shall respond, within one (1) hour to the work site following notification by the Owner. Contractor shall submit a written report of damage investigations within five (5) days and maintain a copy of such written reports for a period of three (3) years. Contractor and Owner shall hold meetings to review completed investigation reports and to assess responsibility.
  - c) Damages. Should the damage review process between Contractor and Owner reveal that Owner does not find Contractor liable for damage, Owner agrees to hold Contractor harmless from ensuing damages owed to any third party as a result of the damages to Owner's streetlight infrastructure or any fines that may later be levied by the State of Utah. Should the damage review process between Contractor and Owner reveal that the Excavator is responsible for the damage, Contractor shall provide testimonial and investigative support for any recovery efforts by the Owner. Should the damage review process between Contractor and Owner reveal that Contractor is liable for damage, Contractor agrees to hold Owner harmless for any fines that may later be levied by the State of Utah. The Contractor shall be responsible for facility repair and restoration costs only, not to exceed \$3,000 per incident. Such damages shall be paid within thirty (30) days from the date of the invoice. The involvement of any insurance company for payment of any claim is between the Contractor and their respective insurance company. Repair and restoration costs payable by Contractor shall at no time collectively exceed \$3,000 per incident.
  - d) Limitation of Liability. Contractor shall be liable for all claims of any kind arising from or related to its errors or omissions in performing its obligations under this Agreement. Neither Party shall be liable to the other for any punitive or consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, lost profits, business interruption, reputation, financing, or downtime.

- 12. Owner Records.** Owner shall provide available location maps and record drawings for the Project. Contractor shall retain and safeguard Owner's maps and records. Contractor shall be responsible for and costs related to distributing electronic mapping or updates to maps and records to Contractor employees. Contractor shall be responsible to notify Owner of any discrepancies or omissions in the Owner-provided records, to the extent Contractor can determine the discrepancies and omissions. Contractor shall acknowledge that Owner's maps and drawings may not be available and to the extent that maps are available, they may not reflect the actual physical Project location and may not exist for all Projects. Contractor shall be solely responsible for determining existing underground facilities by means typical to the Standard of Care in paragraph 3. Contractor shall be responsible for and liable for any failure to locate or damages as described in paragraph 11.
- 13. Suspension, Delay, or Interruption of Work.** The Owner may, in its sole discretion, suspend, delay, or interrupt the Contractor's services for the convenience of the Owner. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.
- 14. Key Personnel.** The Contractor's services under this Agreement shall be performed by qualified personnel. The Contractor designates the following person(s) as key personnel who will not be removed from working on the Project without the Owner's written consent:

<u>Name</u>	<u>Title</u>
Tony Belford	President of Operations
Brandon Leonard	Director of Operations
Doug Kenyon	Senior Director of Business Development

- 15. Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

**For the Owner**

David Larson  
 City Manager  
 South Weber City  
 1600 East South Weber Drive  
 South Weber, UT 84405  
 Phone: (801) 479-3177 x207  
 Email: dlarson@southwebercity.com

**For the Contractor**

George L. Baer  
 Chief Executive Officer  
 Stake Center Locating, Inc.  
 7027 Albert Pick Road Ste 200  
 Greensboro, NC 27409  
 Phone: [336-992-5420](tel:336-992-5420)  
 George.baer@stakecenter.com

The authorized representative(s) shall have full power to bind the Owner and the Contractor in decisions related to the Project and not requiring approval of the Owner's elected representatives, unless otherwise required by Owner's Purchasing Policy. Each party may designate an authorized representative upon written notice to the other party.

- 16. Equal Opportunity.** To the extent applicable hereto, Contractor will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime

Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- 1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means [Contractor Name].
- 2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means [Contractor Name].
- 3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, unless this order is under \$10,000. As used in said clause, "Contractor" means [Contractor Name] and "Contract" means this Agreement.

- 17. Conflict of Interest.** None of the Owner's elected representatives or its employees, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom.
- 18. Notice.** All written notices required to be given under this Agreement shall be hand delivered, or certified registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 15 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.
- 19. Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement.
- 20. Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
- 21. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.
- 22. Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in South Weber City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award

shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.

**23. Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.

**24. Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.

**25. No third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.

**26. Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

**27. Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.

**28. Certification of Eligibility.** Contractor certifies that neither the Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is 100 percent or partially funded with state or federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

**SOUTH WEBER CITY CORPORATION**

DocuSigned by:  
*David J. Larson*  
051A8FAC8857468...  
David J. Larson, City Manager

2/17/2021 | 8:31 AM MST  
Date

DocuSigned by:  
*Lisa Smith*  
EA6886371DGF4D1...  
Attest: City Recorder, Lisa Smith

**STAKE CENTER LOCATING, INC.**

DocuSigned by:  
*George L. Baer*  
4C27EE41EC664A5...  
George L. Baer, Chief Executive Officer

2/17/2021 | 12:00 PM PST  
Date

## **EXHIBIT A – Request for Proposals & Addenda**

## Request for Proposals

# Blue Staking - Streetlight

South Weber City, Utah (“City”), is soliciting proposals from qualified Proposers to serve as the City’s Contractor (“Contractor”) to locate and mark all City-owned power lines serving streetlights in accordance with applicable federal and Utah State law. The City reserves the right to cancel and/or withdraw this Request for Proposal (“RFP”) at any time and to reject any and all proposal submitted, for any reason, at its sole discretion.

### Background & Purpose of the Project

The City conducted an internal audit and analysis of the current streetlight system and determined it to be in the best interest of the City to move forward with a City-owned and maintained system. Meaning all new streetlight installations will be completed by the City and all current eligible Rocky Mountain Power owned and maintained streetlights will be taken over by the City. Rocky Mountain Power will continue to provide power. There are approximately 61 new and 230 existing streetlights.

The purpose of this Proposal is to select a Contractor to locate and mark all underground infrastructure related to City-owned streetlights. The City will continue to provide location and marking for all other City-owned infrastructure. The City receives approximately 800 tickets annually.

### Scope of Services

The City is seeking a Licensed Contractor to provide the following:

- Receive facility locate requests directly from Blue Stakes Utah (811 One-Call Center) and manage the entire locating process for the City.
  - Locate using tracers and electronics locators.
  - Verify location of power lines off City-provided mapping (if available) for accuracy.
    - City personnel, as needed, will provide oversight and coordination; however this does not relieve the contractor of any responsibilities, duties, or obligations.
  - Provide the Requestor with notification of conflict to City utility locations within the legal limitations of Blue Stake policies and procedures from the time the blue stake notice was generated.
- Furnish all labor, supervision, tools, materials, paint, flags, equipment (including a hardware compatible with the existing communication systems used by the Utah 811 One-Call Center, and transportation to perform the service.
- Within 48-hours of receipt of the notice or upon receiving the request consistent with Utah 811 Normal Locate procedures, provide markings and protection in accordance with the current federal and State Laws governing the protection of Underground Facilities and City Public Works Standards and Specifications.
  - Location includes but is not limited to, all City-owned power, line from the power source (transformer/secondary box) to the streetlight.
  - During unusual or extensive excavation projects, Contractor may be required to provide continuous on-site locate services (also known as standby protection). This will be

dictated by the nature and scope of the excavation or as may be required by the Excavator or the City.

- After-hour / emergency response as-needed.
  - 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, or unless otherwise agreed to with requesting party or excavator.
- Administrative duties including receipt, recording, dispatching, reporting, monitoring, and closing out of Notice of Excavation.
- Contractor will comply with all applicable federal, state, county and local laws, ordinances and regulations.
- Contractor will be responsible for obtaining all licenses, permits, inspections and other authorizations required for Contractor's performance of the Services.

Service shall be performed for 3 years with the option for extension (See Attachment #2).

### Procurement Process

Proposers are required to meet the information submittal dates outlined below. Failure to meet the submittal dates will result in the proposal being considered non-responsive.

Task	Deadline
RFP available to interested parties	December 30, 2020, January 4, 2021
Written questions submitted to City Engineer	January 13, 2021
Proposals Due	January 15, 2021
Award of Contract ( <i>tentative date</i> )	February 9, 2021

### Obtaining the Request for Proposals

The RFP documents are available for download at [www.jonescivil.com](http://www.jonescivil.com). The documents may be downloaded for free; however, the City requires each Proposer to go through the purchasing process as a way to help track downloads. The City will not provide any copies of the RFP documents.

### Communications

Communications and/or questions regarding the RFP document shall be directed in writing to the City Engineer, Brandon Jones, P.E. [brandonj@jonescivil.com](mailto:brandonj@jonescivil.com) by January 13, 2021.

### Costs of Preparing Proposals

All costs associated with preparing Proposals are the sole responsibility of the Proposer.

### Modifications to Proposals

Proposals submitted may be modified in writing at any time before the proposal due date. Any modification to a Proposal must be signed by the person or officer of the entity authorized to do so.

## Submission of Proposals

Proposals will be received via email to: [brandonj@jonescivil.com](mailto:brandonj@jonescivil.com)

Proposals will be **accepted until 5:00 p.m. local time, on January 15, 2021.** Each Proposal should be prepared simply and be straightforward and concise. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. A full list of requirements can be found in the Requirements & Qualifications Section below.

The City reserves the right to request that the Proposer clarify any part of its proposal. Responses to such requests must be made in writing and will become part of the proposal. Unsolicited supplementary information and materials received after the proposal deadline will not be considered in the evaluation. All proposals will become and remain property of the City.

## Public Record

In accordance with State Law, proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality and a concise statement of the reasons supporting this claim. The information must be submitted together with the proposal to be considered.

## Requirements & Qualifications

It is very important that the submittals be clear and in the recommended format so they may be evaluated in an objective manner by the City.

### Key Personnel

- Provide a general description of the firm proposing to become the Contractor.
  - Overview & brief history of company
  - Number of years in business
  - Number of employees
  - Corporate headquarters location
  - Location of local office
- Describe the Proposer's overall project team organization and specify the main point of contact.
- List qualifications and license numbers of all team members and the role of each individual, provide resumes for each.
- Identify any special knowledge or skills that may be related or helpful to the services requested herein.

### Project Experience & References

Detail experience in providing the services requested herein for public agencies of similar size, with dates of performance and/or completion, client name, contact person, and telephone number(s). Including experience with Blue Stakes Utah (Utah 811 One-Call Center).

### Proposed Approach & Cost

- A. A statement of understanding of the needs of the City in regards to this RFP.
- B. Ability to perform duties as outlined in RFP and ability to meet response times as required by 811 laws.
- C. Distinguishing characteristics that make Proposer most qualified.
- D. Control measures.
- E. Complete list of costs (See Attachment #1).

### Format Requirements

- All documents shall be submitted electronically as one PDF document.
- Resumes should be limited to 1 page per person.

### Evaluation of Proposals

The City's Selection Committee will evaluate and score each proposal individually and then discuss as a collective team to determine a final recommendation.

Proposals will be ranked on each of the proposal requirements as follows:

Key Personnel:	10%
Experience & References:	30%
Proposed Approach:	20%
Cost:	40%

### Other

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject all proposals upon finding by the City it is in the public interest to do so. The City reserves the right to accept or reject any or all proposal documents or portions thereof and to waive any informality or irregularity in any proposal, at the sole discretion of the City, which is determined to serve the best interest of the City. The City shall be the sole judge of the merits of the respective proposals received.

Please be advised that failure to comply with any of the requirements of this submittal will be grounds for disqualification.

**Attachment 1**

**Blue Stake – Streetlights  
Proposed Costs**

Proposer: \_\_\_\_\_

#	Description	Unit	Price
1	Normal locate request	Per Ticket	\$ _____
2	Emergency after-hour locate request	Per Ticket	\$ _____
3	Site surveillance (standby protection)	¼ Hour	\$ _____



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**ADDENDUM NO. 1**

**BLUE STAKING – STREETLIGHT RFP**

**SOUTH WEBER, UTAH**

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The following questions have been received. Answers to those questions are hereby made effective to all related items in the Request for Proposals:

**QUESTIONS:**

1. Do you have complete mapping of your streetlight infrastructure? Are they in a GIS format? If not, what format are they in?
2. How do you currently locate your streetlights? To access a ground to complete electronic locates is there access on the exterior of the pole or it is necessary to remove a panel for an access point? If that is necessary are there other energized facilities in that same area?
3. How many tickets per year do you currently receive that have streetlight locates? Of those received how many require marking and how many are cleared as not in conflict? If you do not have complete data for 12 months could you provide estimates?
4. Are you open to negotiating language in the Service Agreement?
5. Are you open to quotes that include other line items such as emergency normal hours request, hourly pricing for tickets that exceed a reasonable amount of time to locate, and damage investigation fees?
6. What would be your preferred process for unlocatable facilities?

**ANSWERS:**

1. Yes, the City has complete mapping of the streetlight infrastructure. The data is in GIS format and will be made available to the selected company. An overall map of the city-owned lights is attached to this addendum.
2. The City has not been marking the streetlight infrastructure up to this point. Consequently, it has been damaged a couple of times and the City has had to pay for the repairs. Each streetlight has a handhole access and a junction box within 10' of the streetlight. We are unsure if access to the ground is required through the handhole access or if access in the junction box is sufficient. For the purposes of this RFP, assume that access through the handhole is required, and that there are other energized facilities in the same area.
3. The City receives about 800 tickets annually. Of those 800 tickets, the City does not know how many of those would have streetlight locates. For anyone who has been working in the area, the attached location map of the streetlights may be of assistance in determining how many locates could be expected. Also, keep in mind that the City will continue to add city-owned lights to the system over time. So, this number will increase over the years. The City does not have any more information than this.
4. The City is open to negotiating language in the Service Agreement. However, the draft agreement has already been reviewed and approved by the City Attorney. Therefore, any



changes will need to be approved.

5. **See attached Revised Attachment 1** – (revised version must be included with proposal)
  6. If a facility is unlocatable the City should be notified, and additional assistance may be rendered. Compensation for an unlocatable facility will be negotiated on a case-by-case basis.
- 

This Addendum is hereby attached to and made part of the RFP Documents and each Proposer shall acknowledge receipt of this Addendum in their proposal.

By:   
\_\_\_\_\_  
Brandon K. Jones, Principal  
Jones & Associates Consulting Engineers

Date: January 14, 2021

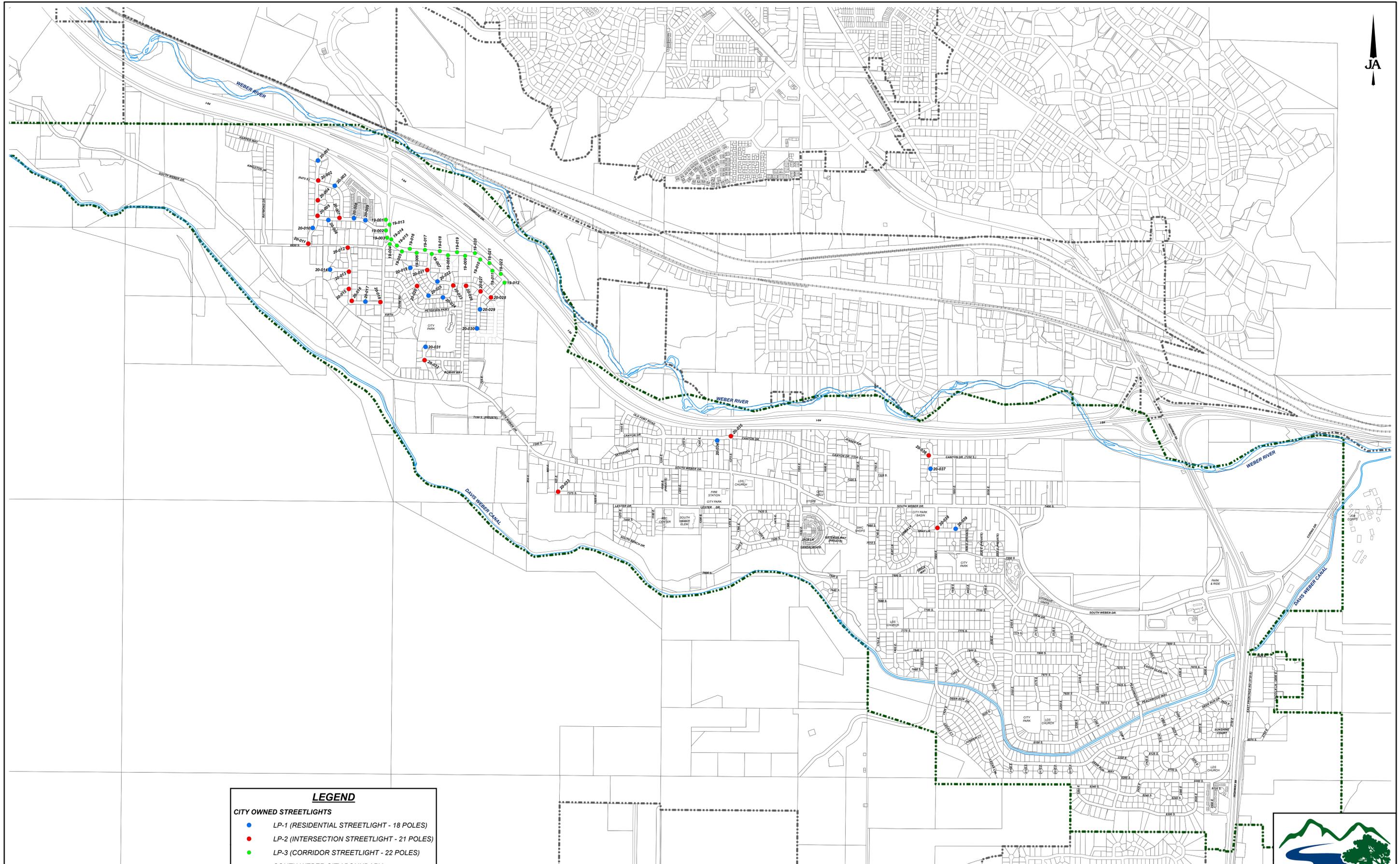
**Attachment 1**

**(Revised 1/14/2021)**

**Blue Stake – Streetlights  
Proposed Costs**

**Proposer:** \_\_\_\_\_

#	Description	Unit	Price
1	Normal locate request	Per Ticket	\$ _____
2	Emergency locate request (normal hours)	Per Ticket	\$ _____
3	Emergency locate request (after hours)	Per Ticket	\$ _____
4	Locate work (beyond normal locate time)	Hour	\$ _____
5	Site surveillance (standby protection)	Hour	\$ _____
6	Damage investigation	Hour	\$ _____



**LEGEND**

**CITY OWNED STREETLIGHTS**

- LP-1 (RESIDENTIAL STREETLIGHT - 18 POLES)
- LP-2 (INTERSECTION STREETLIGHT - 21 POLES)
- LP-3 (CORRIDOR STREETLIGHT - 22 POLES)
- SOUTH WEBER CITY BOUNDARY
- OTHER CITY/COUNTY BOUNDARIES
- CANAL / RIVER

NOTES:

SCALE:  
1 in = 800 ft  
MMDD/YYYY  
1/07/2021

DESIGNED BEB  
DRAWN BEB  
CHECKED BKJ



**SOUTH WEBER CITY CORPORATION**  
**CITY OWNED STREETLIGHT SYSTEM**  
**STREETLIGHT ID# MAP**

SHEET: **00**  
OF SHEETS

## **EXHIBIT B – Response to Request for Proposals**



# South Weber City – Utah Request for Proposal Blue Staking – Streetlight

## Executive Summary- Stake Center Locating (“SCL”)

From its formation in 1997, Stake Center Locating has grown from providing local services in Utah to now locating utilities in 48 states across the country. SCL has over 725 locate technicians performing well over 600,00 locates monthly. Our executive and area management teams consist of expert locate technicians with years of utility locating experience. We have dispatch locations staffed with employees with years of dispatch and utility locating experience. SCL’s experience in the industry allows it to maintain low utility damage ratios throughout the country, a result of strict adherence to its internal procedures and guidelines as well as continued training for all utility locate technicians and staff. We have multiple safety officers on staff with expertise on OSHA standards, Operator Qualifications, and all state, local guidelines and practices. SCL provides its locate technicians the best tools available in the industry and actively develops and improves its own technology to increase efficiency and accuracy in providing its services.

Stake Center Locating, a subsidiary of S&N Communications, has corporate offices in NC and field offices in UT, CO, NV, CA, VA, and GA. SCL has over 725 locate employees in all states of the contiguous U.S., 50 area managers nationwide, and 100 operations management and support and business support staff. Tony Belford, President and Operations & Business Development, is the primary company contact.

Corporate Headquarters Location:  
7027 Albert Pick Road, Suite 200  
Greensboro, NC 27409

Local Office Address:  
2920 W Director’s Row  
Salt Lake City, Ut 84104

Key Personnel:  
Tony Belford, President Operations  
Craig Panter, Director of Operations  
Brandon Leonard, Director of Operations

**Brandon Leonard**  
**2920 W Directors Row**  
**Salt Lake City, UT**  
**801-597-6689**  
[brandon.leonard@stakecenter.com](mailto:brandon.leonard@stakecenter.com)

**Professional Experience**

Stake Center Locating  
**Director of Utility Locating**  
Oversee all field operations on gas contracts

Salt Lake City, UT  
**1/19-Present**

Stake Center Locating  
**Regional Operation Manager**  
Support and manage all field operations

Salt Lake City, UT  
**8/17-1/19**

Stake Center Locating  
**State Manager**  
Managed 4 supervisor and 80+ locators

Salt Lake City, UT  
**1/15 -8/17**

Stake Center Locating  
**Area supervisor**  
Managed NV, AZ, WA, ID, TX, NM, CO, WY fiber markets with 20 locators.

Washington  
**11/12 -1/15**

Stake Center Locating  
**Locator**

Washington  
**5/10 -11/12**

Applied Professional Services  
**Field Supervisor**  
Support and manage 10+ employees

Washington  
**1/06 – 4/10**

- Schedule daily work for all employees
- Verify work is completed and audited for billing purposes
- Work closely with various customers on any and all needs
- Locate conductible and non-conductible utilities for potholing and verification purposes.

**References**

Michael Sandidge 817-659-6162  
Bob Thoman 360-771-7377  
Brain Abear 970-820-8657

# Tony Belford – President of Operations

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Objective To utilize my executive knowledge and experience in the Business & Utilities Industry -specifically fiber optics and senior management to assist in the growth, improvement and excellence of a company!

**Current Board Positions** March 2019 – present  
NULCA (National Utility Locating Contractor’s Association)  
Elected – Board of Directors

Experience Feb 2005 - present Stake Center Locating  
SCL Corporate Office - Salt Lake City, Utah

May 2018 to present  
**President  
Operations & Business Development**

Previous positions in the company  
Senior Director of Operations & Business Development  
- March 2014 to May 2018  
**Chief Operating Officer**  
- December 2011 till March 2014 (S&N Acquisition)  
Director of Operations & Senior Mgmt Exec  
- April 2006 till December 2011  
Sr Regional Manager & Corporate trainer  
- February 2005 till April 2006

June 2006- Oct 2009 TCOR INC. Salt Lake City, Utah  
Fiber Optic Technician

Dec 1999- Jan 2005 ELM Locating Clearfield, Utah  
Area Manager & Senior Operations Mgmt

Jun 1998- Nov 1999 Devcor / Thurgood Brothers Utah

Education 2018 University of Utah Salt Lake City, UT

- David Eccles School of Business (Harvard Business review)
- Executive Leadership Course & Certification
  
- Bachelor of Science in Business Management

## References

1. Crown Castle. 2000 Corporate Drive, Canonsburg, PA 15317  
Jeff Foutz, Asset Supervisor Fiber Records  
(724) 416-2957, [jeffrey.foutz@crowncastle.com](mailto:jeffrey.foutz@crowncastle.com)
2. Fiberlight. 11700 Great Oaks Way, Suite 100, Alpharetta, GA 30022  
Wayne Wooley, VP of Operations  
(972) 489-9817, [Wayne.Wooley@fiberlight.com](mailto:Wayne.Wooley@fiberlight.com)
3. AGL Services Company. Ten Peachtree Place, Atlanta, GA 30309  
Karen Dias, Asset Protection Manager  
(404) 584-4546, [kdias@southernco.com](mailto:kdias@southernco.com)
4. Excel Energy. 10001 Hampden Ave, Lakewood, CO 80227  
Esther Williams, Senior Operations Manager – Damage Prevention  
(404) 720-8502, [esther.j.williams@xcelenergy.com](mailto:esther.j.williams@xcelenergy.com)
5. CenturyLink. 700 W Mineral Ave, Littleton, CO 80120  
Chad Wilson, Lead Procurement Manager – Damage Prevention  
(303) 566-1810, [chad.wilson@lumen.com](mailto:chad.wilson@lumen.com)

**Proposer: Stake Center Locating, Inc.**

#	Description	Unit	Price
1	Normal locate request	Per Ticket	\$15.00
2	Emergency locate request (normal hours)	Per Ticket	\$15.00
3	Emergency locate request (after hours)	Per Ticket	\$22.50
4	Locate work (beyond normal locate time)	Hour	\$51.00
5	Site surveillance (standby protection)	Hour	\$51.00
6	Damage investigation	Hour	\$51.00

**Contract Requests**

1. SCL requests termination rights for convenience with 90 days written notice
2. SCL requests a damage restoration liability cap of \$2,000 per incident

**Stake Center Locating, Inc. (SCL) is owned by Sun Capital**  
<https://suncappart.com/portfolio/stake-center-locating/>

Other reasons Stake Center Locating is the best choice for South Weber City:

Sun Capital recently made (and is currently making) significant investments in Stake Center Locating:

1. In 2020 SCL expanded their Senior Leadership Team by adding a new CFO (Heath Martin), Business Development Executive (Doug Kenyon) and new CIO/CTO (David Kennedy)
2. Investing \$2.0M + in their Ticket Management and Data Warehouse Systems (target completion date of October 2021)
3. Updating vehicle fleet and equipment throughout the company
4. Updating Safety & Training procedures/manuals
5. Updating all professional marketing & presentation material (using a 3<sup>rd</sup> party marketing firm)

Stake Center Locating (SCL) has recently positioned our company for aggressive strategic growth within the United States and with key utility partners, including South Weber City. SCL made significant investments in our Senior Leadership Team in 2020 adding a new CFO, CIO and Business Development Executive positions. In addition, we invested over \$2.0M in building our proprietary Ticket Management System and updating our Data Warehouse. The new Ticket Management System & Data Warehouse will be the most comprehensive and robust Ticket Management System in the industry (target completion of October 2021). We are in the process of upgrading our entire fleet of vehicles and equipment used in the field. SCL is also in the process of making significant investments in our training and OQ plans. SCL has positioned our company to provide best in class locating services across the nation with key strategic partners. SCL is able to provide either 'sole source locating' whereas we locate for one company with our sole focus on safety, accuracy, and timeliness for the core client or, if preferred, we can offer services to multiple customers at a locating jobsite. Stake Center now has the resources, leadership and ability to serve South Weber City and provide the best in class safety, accuracy, and timeliness. We have identified South Weber City as a strategic growth partner and request the opportunity to partner to achieve mutually beneficial business results.