

REQUEST FOR PROPOSAL

#2670

FOR
FIELD ASSET INVENTORY SERVICES
CONCORD, NORTH CAROLINA

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SECTION 1

INSTRUCTIONS TO BIDDERS

1. Proposals will be received for the furnishing of a qualified firm to provide Utility Field Asset Inventory Services for the City of Concord, North Carolina, until March 28, 2025 at 2 pm.

(a) Form. Proposals and all supporting instruments must be submitted on the forms provided herein and must be delivered in a sealed envelope addressed to the City of Concord, North Carolina. The name and address of the Bidder and the words "Bid for City of Concord Utility Field Asset Inventory Services" must appear on the envelope in which the Proposal is submitted. Proposals must be written in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission, and initialed and dated. Bids mailed should be addressed to "Alfred M. Brown Operations Center, C/O Mr. Fred Porter, 635 Alfred Brown Jr. Court SW, Concord, North Carolina 28025."

(b) Discrepancies. In case of a difference between the stipulated amounts of the Proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.

(c) Modifications. Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

(d) Examination of Contract Documents. Before submitting a proposal, bidders shall carefully read the proposal requirements and the other contract documents, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract documents. The successful bidder will be required to enter into a contract with the Owner in the forms attached hereto for an initial period of twelve (12) months. After the

twelve (12) month evaluation period, the City shall have the option to extend the contract for two (2) additional twenty four (24) month periods. The effective start date shall be June 1, 2025, pending contract execution.

(e) Delivery of Proposals. Proposals shall be delivered by the time and to the place stipulated above. It is the sole responsibility of the bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will not be considered.

(f) Time and Equipment Rate Adjustments. Contracted rates shall remain firm during year one of the contract. At the beginning of year two, and subsequently, years three, four five and six, rates for labor and equipment may be adjusted at contractor's request based on year over year changes to the following indices:

<u>Labor-BLS</u>	
Total Compensation Private Industry-All Workers.	Percent of Composite- 100 %
<u>Equipment-PPI</u>	Percent of Composite
Construction and Machinery	76%
Unleaded Regular Gasoline	24%

Requests for increase shall be in writing and must show documentation of increases in the indices stated above. For the purpose of increase requests in either labor, or equipment, the reference levels for all indices as described above will be based on reference month June 2020. All request must be turned in by June 1st for consideration of an increase on July 1st.

If fuel prices, based on U.S. Energy Information Administration U.S. On-Highway Diesel Fuel Prices (East Coast PADD1) as of June 1 2020, increase or decrease by more than 10% between scheduled rate adjustments, an equipment rate adjustment may occur at the written request of either party.

(f) Withdrawal. Any bidder may withdraw his proposal, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of proposals.

(g) Opening. As this is an informal bid proceeding, proposals will be opened and evaluated by City Staff after the receipt deadline stipulated above.

(h) Award or rejection. The contract will be awarded to the lowest responsible bidder or bidders, taking into consideration quality, performance, experience and pricing specified in the proposals for the performance of the contract. The City reserves the right to reject any or all proposals and to waive any formality or technicality in any proposal.

2. Interpretation of Documents. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the proposal requirements or other contract documents, the Bidder may submit to the Electric Systems Manager of Engineering a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of the addendum will be mailed or delivered to each person receiving a set of the contract documents. Neither the City, nor the Electric Systems Manager of Engineering will be responsible for any other explanations or interpretations of the contract documents.

3. Addenda. Any addenda during the time of bidding, or forming a part of the contract documents furnished to the Bidder for the preparation of his proposal, shall be covered in the proposal, and shall be made a part of the contract. Receipt of each addendum shall be acknowledged in the proposal.

4. Bidders interested in more than one proposal. No person, firm or corporation shall be allowed to submit more than one proposal for the same work.

5. Insurance. Special attention is called to the requirements for insurance to be provided by the Contractor as specified in the section of this specification titled "General Conditions of the Contract".

6. Certificate of Authorization. Bidder shall enclose with his proposal a copy of his Certificate of Authorization to do business in the State of North Carolina as issued by the North Carolina Department of the Secretary of State.

7. Organization Vendor Status. Successful bidder will be required to provide the necessary information and documentation as required by the City of Concord to ascertain certified Vendor Status. Vendor Status must be obtained before contract documentation can proceed.

SECTION 2

GENERAL CONDITIONS OF THE CONTRACT

1. Contract Documents. The contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the contract:

(a) Legal and Procedural Documents

1. Instructions to Bidders
2. Proposal
3. Certificate of Authorization
4. E-Verify Program Affidavit
5. Insurance Certificates
6. Standard Form Services Contract
7. Infrastructure Confidentiality and Security Policy

(b) General Conditions of the Contract

(c) Detailed Proposal Requirements

2. Basic Crew consists of personnel and equipment as shown on proposal form. All crew employees must be direct employees of the Contractor. Subcontractor crews are not acceptable unless pre-approved by the City.

3. City is the City of Concord, North Carolina.

4. Contractor is the contractor named in the Contract Documents.

5. Subcontractor is any person, firm or corporation with a direct contract with the contractor who acts for or in behalf of the contractor in executing any part of the contract, but does not include one who merely furnishes materials.

6. Proposal is the offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the described proposal form, properly signed and guaranteed.

7. Contract is the agreement covering the furnishing of crews and equipment described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work.

8. Proposal requirements shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Technical Specification Requirements, with all addenda thereto.

9. Written Notice. Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation or to the last business address of such known to him who serves the notice.

(a) Change of Address. It shall be the duty of each party to advise the other parties to the contract as to any change in his business address until completion of the contract.

10. Materials

(a) The City shall furnish all material incorporated in the permanent work.

(b) All City supplied materials not required for the work and/or removed material shall be returned to the City.

11. Account Representative. The Contractor shall provide an active account representative who will be available and authorized to confer with the City on any issues or questions concerning; performance of contract, billing/invoicing, damage claims or any other relevant dialog. The Account Representative should be available for consultation via phone and email during normal working hours and some provision should be made for contact of the representative during after-hours periods. There shall be no charge for the services of the account representative.

12. Character of Workmen. The Contractor shall at all times be responsible for the conduct and discipline of their employees and/or any subcontractor or persons employed by subcontractors. All workmen hereunder are employees of the Contractor and/or approved Subcontractor and shall not be considered employees or agents of the City of Concord nor conduct themselves in such a manner as to give third parties the impression that they are agents or employees of the City of Concord. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or approved subcontractor who, in the opinion of the

Electric Systems Manager of Engineering or His Designee, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the request of the Electric Systems Manager of Engineering or his Designee, be discharged or reassigned immediately and shall not be employed again in any portion of the work without the approval of the Electric Systems Manager of Engineering or his Designee.

13. Experience of workmen. The Contractor shall have a minimum 10 year's experience in the business of field asset inventory. The Contractor shall have documented programs and policies that show the Contractor conforming to all, OSHA, DOT, and Federal and State Regulations. Any field asset inventory crew foreman shall have at least five years' experience in the field. Each individual on the crew shall have obtained any license(s) that may be required to perform such work in the State of North Carolina. Copies of said licenses shall be submitted prior to the commencement of work.

14. Normal Scheduled Work Times. Work may be performed from 7:00 am to 5:30 pm, or dusk, whichever occurs first. Any other times must be approved in advance by an authorized member of City Staff.

15. Appearance and Identification. The Contractor's employees shall wear and display identification that clearly identifies them by name and as an independent contractor. Contractor's truck should have a readily visible door sign identifying it as 'Contractor for the City of Concord'. All contract employees working on the City's system should be dressed in clean appropriate work attire and footwear suitable for use in harsh environments. If a Contractor's employee reports to work in attire deemed unprofessional by the City, that employee will be asked to leave the job site and return in the appropriate attire and no charge will be made to the City for the time spent in absence. Headphones and/or earbuds will not be allowed with the exception of use for cellular phone communications or for use in hearing protection required areas.

16. Rejected Work. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed, and the work shall be re-executed by the Contractor at no cost the City for labor and equipment.

17. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input checked="" type="checkbox"/> \$2,000,000

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or contractor's

agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an additional insured except Workers' Compensation and Professional Liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Contract without notice.

18. Indemnity. The Contractor shall indemnify and save harmless the City from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recovered against him by reason of any omission or act of the Contractor, his agents or employees, in the execution of the work or in the guarding of it. The Contractor shall obtain in the name of the City and shall maintain and pay the premiums for such insurance in such amounts and with such provisions as will protect the City from contingent liability under this contract and a copy of such insurance policy or policies shall be delivered to the City.

19. Patents and Royalties. If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the City from any and all loss or expense on account thereof, including its use by the City.

20. Laws to be Observed. The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulations, order or decree, whether by himself or his employees.

21. Traffic Safety. The Contractor shall be fully responsible for providing the necessary Personal Protective Equipment and shall take all necessary precautions for the protection of the work and the safety of the public in accordance with the Manual on Uniform Traffic Control Devices, if applicable, and he shall be liable for any damages arising by failure to provide such precaution. Contractor is responsible for following all Federal, State and Local traffic laws and is solely responsible for any actions resulting from failure to do so. All Contractor personnel will be required to wear a minimum Class 2 safety vest, or Class 3 as applicable based on roadway designation, during all times performing field asset inventory responsibilities.

22. Public Safety and Convenience. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the City. No road or street shall be closed to the public except with the permission of the proper City authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.

23. Administration of this Contract by the City of Concord, North Carolina. The general responsibility for Administration of this contract will be centered in the Electric Systems Department with full recourse to the Electric Systems Manager of Engineering or his designee.

24. Claims and Decisions. All claims of the Contractor shall be presented to the representative of the Electric Systems Manager of Engineering, who shall promptly forward same to proper channels and assist in obtaining the Contractor a decision or relief within a reasonable time.

25. Digital Mapping. Contractor will be provided with digital maps showing the latest known approximate locations of City infrastructure for use as an aid in the field asset inventory process. Contractor shall be required to execute the City's standard Infrastructure Confidentiality and Security Policy.

26. Miscellaneous:

(a) Number of Personnel/Crews. Number of personnel/crews is at the discretion of the Contractor. While the contract is in effect the number of circuits being inventoried can be increased or decreased at the discretion of the Electric Systems Manager of Engineering based on budgetary funding available, provided written notice is given to the Contractor at least thirty (30) days in advance of the proposed change.

(b) Classification of Workers. The Contractor shall, at all times, be responsible for the conduct and discipline of its employees and provide personnel to perform the services hereunder with the proper skill, experience, knowledge, technical training necessary, therefore.

(c) Crew Communications. Contractor shall provide a laptop/tablet suitable for use with ESRI/Milsoft/Partner software. Contractor shall provide a cellular telephone for use in communicating with City Management and/Dispatch.

(d) Equipment Storage. Contractor shall lease or otherwise obtain space for parking of company and/or personal vehicles for Contractor's employees. The City will not provide space or funding for Contractor parking.

27. City's Right to Terminate Contract. The City shall have the right to suspend work or to terminate the contract after giving ten (10) days written notice of suspension or termination to the Contractor. Under emergency conditions, the City shall have the right to suspend work or terminate the Contract without notice, but shall be responsible for reimbursing the Contractor for any actual direct loss incurred before the giving of notice.

28. Oral Agreements. No oral order, objection, claim or notice by any party to the others shall effect or modify any of the terms of obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by the reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

29. Preservation of Property. The Contractor shall be responsible for the preservation of all public property, trees, monuments, and other items, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent of the City of Concord has witnessed or otherwise referenced their location and shall not remove any monuments and property marks unless directed to do so by an authorized agent of the City of Concord.

30. Requests for Payment. The Contractor shall submit end of circuit or monthly invoices which will be processed for payment once each month. The Contractor shall make Field Asset Inventory weekly summary reports. One copy will be filed with the City at the end of each circuit and one copy shall be attached to invoices.

31. Miscellaneous Equipment. The Contractor shall provide all the materials, equipment, and motor vehicles. Tools and equipment provided by the Contractor shall be in a good condition and suitable for the work to be performed hereunder and shall be properly maintained to ensure their availability and efficiency in operation.

32. Periodic Contractor's Meeting. The Contractor shall make available, at no cost the City a Management Representative to review the work progress on a weekly basis. The Management Representative shall be named after the execution of the Contract.

33. Training Records. Each bidder shall provide with the bid documents, the training records for the personnel they are proposing to use on the contract.

34. Safety Records. The bidder shall provide a copy with the bid documents, of their company OSHA 300 log for the past 2 years.

35. Representations of Contractor. Contractor represents warrants and covenants that:

- (a) All employees provided by the Contractor to the City shall have the qualifications; skills and experience necessary to perform his/her job in accordance with the requirements of this Agreement. The City may request the removal of any employee of the Contractor for good cause.
- (b) Contractor is a business, validity existing in good standing under the laws of the State of North Carolina.

SECTION 3
TECHNICAL SPECIFICATIONS FOR
FIELD ASSET INVENTORY SERVICES

1. Purpose/Objective

The City is soliciting sealed proposals from qualified companies to provide comprehensive distribution system inventory of equipment on City distribution poles, underground equipment and meter locations. The selected Contractor will also provide professional services to establish and implement the collected data into a deliverable that can be imported into the City's Milsoft Windmil Map System. This process will include, but not be limited to, collection means, transferring, converting, post-processing and loading data into the City's ESRI Geographic Information System (GIS) mapping database.

2. Background

The city is a municipal owned utility with approximately 34,193 electric customers. The utility serves the City of Concord and surrounding areas with seventeen substations and 77 feeder circuits. The utility owns approximately 2300 miles of overhead and underground lines within a 200 square mile area. During this process, the City will get an accurate collection and record through the geographical position (GPS) points of specific electrical plant facilities herein described located in or about the City's service territory. Contractor(s) will also build an electronic database for housing the collected data and for integrating the data to an ESRI and Milsoft Windmil Map environment.

3. Minimum (General) Qualification Criteria

In order for a contractor to be considered by the City, minimum qualification criteria must be met. For the purposes of this RFP, the successful candidate must:

- Demonstrate a clear understanding of the City's needs and be able to formulate an approach to implement the project.
- Possess the ability, capacity, skill, licenses, and financial resources to provide the service.
- Operate GPS equipment and execute collection techniques.
- Have a GIS working knowledge or employ GIS trained staff.
- Have completed Windmil Map GPS Inventory projects on entire distribution system.
- Have back office GIS personnel familiar with Windmil Map implementation and deliveries. As well as Maintain Quality Control and Quality Assurance.
- Take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes in a timely manner.

- Have the character, integrity, reputation, judgment, experience, and efficiency required by the contract.
- Performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has (and/or its team members) otherwise demonstrated its capability to perform the work that the City seeks to establish through this RFP.
- Propose to perform the work at a fair and reasonable cost.

4. Scope of Work

The Preferred Contractor(s) will deliver project requirements to the City's office, located at 505 Alfred Brown Jr., Court SW, Concord NC 28025. The project is generally described as:

Collecting and recording the geographical position (GPS) points of specific electrical plant facilities described herein located about the City's Service Territory within the City of Concord and surrounding areas. Further work will include creating database features of each corresponding point, collecting respective attribute data and other related data information for the City's ESRI mapping system, and the creation of a fully functional Milsoft Windmil Model

This project requires the Contractor(s) to be technically capable of collecting and assimilating the collected data by substation into the City's Geodatabase schema with all required relationships and other specifications stated herein.

All work will begin at the City's substations with the demarcation point being the first pole outside the substation fence and will continue to the end of the line or open point between another feeder or another substation. Collection will be taken on all the City's operated facilities regardless of ownership.

The Contractor shall deliver a weekly progress report to the City's Project Manager by 10:00 AM EST every Monday via email regardless of whether or not work was performed, throughout the duration of the project. The report must indicate the following at a minimum:

- Feeder(s) collected in the previous week
- Feeders(s) slated for the coming week
- Number of GPS points collected in the previous week
- Number of crews working
- Expected completion of feeder(s) or substation(s) where fieldwork has been completed

5. Pilot

Upon selection of a preferred Proposal, as a capability evaluation, the Contractor(s) shall mobilize, collect, conduct, and deliver all specified criteria for one (1) predetermined substation circuit as a "Pilot" project for review by the City. The pilot project shall include a fully functional and working Milsoft Windmil Model. The City will review the quality and accuracy of the Contractor's work specified by this Proposal including, but not limited to:

- Initial GPS point collection

- Personal Geodatabase quality
- Attribute data by feature
- Connectivity, flow and snapping
- Customer inquiries and/or complaints
- Ability to deliver a completed Windmil Map Model.

The Contractor must deliver to the City the completed pilot not more than forty-five days after the consummation of an agreement. The City shall be allowed two (2) weeks to review the completed delivery of the pilot substation circuit. At such time, the City will determine whether it will continue with the Preferred Proposal Contractor(s). The Contractor(s), at its risk, may continue working after data for the pilot area is collected while the City reviews the Contractor's completed work. The City shall not be liable for expenses and fees claimed due by the Contractor following the pilot substation circuit should the City dismiss the Contractor for any reason after review of the pilot work product.

6. GPS PROJECT REQUIREMENTS

a. The City's Operated Facilities to be Individually Collected Using GPS

1. OH structure meaning a single pole with any of the following appurtenance(s):
 - a. Primary (12.5 KV- 69 KV) equipment and conductors
 - b. Secondary (120 V – 600 V) equipment and conductors
 - c. Light fixtures
 - d. Devices
 - e. Consumer owned poles shall be collected and photographed as poles.
2. UG structure meaning pad mounted apparatus of the following types:
 - a. Single Phase Transformers
 - b. Three Phase Transformers
 - c. Switch Cabinets
 - d. Junction Boxes
 - e. Vaults, pedestals both primary and secondary
 - f. Manholes

b. Minimum Tasks Within Scope of Work

1. GPS collection by feature point
2. Collection of all other applicable units (e.g. REA or RUS assemblies). This includes primary, secondary, and all other non-feature class construction units.
3. All feature class(es) and attribute data as listed herein
4. Any feature class not requiring a GPS point that is attached to a related feature of a GPS point (e.g. LIGHT)

c. Feature and Attribute Data

The following are the feature classes to be identified and collected including prescribed feature attributes:

- 1) Poles
 - a. Type (Primary or Secondary)
 - b. Height and Class (e.g. Pole 45 class 3).

- c. Pole Material (e.g. Wood, Concrete, Aluminum)
- d. Construction Units (e.g. A1, C1-3 C2-2, etc.). A list of pole construction units with descriptions shall be provided.
- e. Owner
- f. Joint Use Entities attached to pole
- g. Birthmark. If birthmark is unknown then 00. (Year Manufactured)
- h. Manufacturer
- i. Pole Inspection year, (e.g. inspection tag. If no tag is present then 0000)
- j. Equipment Tag (As assigned by the City) (5 digit number with leading zeros)
- k. Pole Preservation (e.g. Penta, CCA, Creosote, other)
- l. Comments

2) Primary Conductor

- a. Placement (OH or UG)
- b. Phase (Phase Code A, B, C, AB AC, BC, OR ABC)
- c. Conductor/Cable Size
- d. Comments

3) Transformers

- a. Type (Determines whether transformer is OH or UG)
- b. Equipment Tag (Transformer equipment number as assigned by CONCORD ELECTRIC DEPARTMENT)
- c. Phase (Electrical phase the transformer is connected to and if multi-phase, the phases connected)
- d. KVA_A (Individual KVA value for a transformer connected to phase A) For 3-phase pad mounted transformers, this value should be 1/3 of the total KVA
- e. KVA_B (Individual KVA value for a transformer connected to phase B) For 3-phase pad mounted transformers, this value should be 1/3 of the total KVA
- f. KVA_C (Individual KVA value for a transformer connected to phase C) For 3-phase pad mounted transformers, this value should be 1/3 of the total KVA
- g. KVA (Total KVA value of the transformer(s) on a pole or pad)
- h. Transformer Label (As assigned by the City) (T1, T2, and etc.)
- i. Impedance Value. (If nameplate is on outside of Transformer.)
- j. Output Voltage (Secondary voltage of the transformer, bank or pad. Value should be chosen from the following: 120/240, 240/480, 120/208, 277/480, UNK (unknown))
- k. Comments

4) Secondary, Under-build and Services

- a. Type (Describes the type installation-Secondary, Service or Under-build)
- b. Placement (OH or UG)
- c. Phase (electrical phase designation of the line)
- d. Conductor (Duplex, Triplex or Quadplex)
- e. Runs (Number of conductors runs paralleled for secondary installations)
- f. Size of Conductor
- g. Comments

5) Junction Boxes / Switchgears

- a. Type (Switchgear, Junction Box, Swap Over)
 - b. Model (Switchgear)
 - c. Label Text (e.g. SG-1, JB-2)
 - d. Equipment Tag (As assigned by the city)
- 6) Lights
- a. Type Light Fixture (Rental or Street)
 - b. Wattage (e.g. 65, 100, 175, 250)
 - c. Lamp Type
 - d. Comments
- 7) Pedestals
- a. Type (Pedestal, Cabinet or Vault)
 - b. Equipment Tag (As assigned by the city)
 - c. Comments
- 8) Devices (System Protection Equipment)
- a. Type (Fuse, Recloser, Sectionalizer, Other)
 - b. Phase (A, B, C or ABC)
 - c. Size in Amps (The City will assist as needed to obtain size)
 - d. Comments
- 9) Meters
- a. Type (Commercial or Residential)
 - b. Conductor Feed (Underground or Overhead)
 - c. Phase (A, B, C or ABC)
 - d. Meter Number
 - e. Comments
- 10) Switches (Non-Protective Devices)
- a. Device type (ABS, GOAB, INLINE or UNDERSUNG)
 - b. Status (OPEN or CLOSED)
 - c. Comments
- 11) Capacitors
- a. Bank KVAR (Total Bank KVAR)
 - b. Phase
 - c. Type (Switched or Fixed)
- 12) Regulators
- a. Size in KVA
 - b. Phase (A, B, C, or ABC)
 - c. Type

7. GPS CONFIGURATION

GPS configurations are based on Trimble standard settings. Should the particular equipment not have

the following parameters or additional parameters, it is the responsibility of the Contractor to advise the City of any missing or additional parameters. The Contractor may suggest parameter recommendations not defined; however, the City shall retain full right to define any and all parameters.

8. DELIVERABLES & METHODS

All deliverables shall be delivered to the Project Manager by electronic media or be notified the data is available for easy download via a secure FTP site having a username and password.

9. GPS Points

GPS collection is expected to be done using Trimble R2 with sub meter accuracy.

10. Completed Product(s)

Incremental data deliveries are to be furnished to the City by substation and shall be in the City's Personal Geodatabase schema / Windmil Map Model.

The Contractor must have conducted quality assurance on all GPS data collected and all attribute data populated into the City's final product. The following shall be the minimum quality checks:

- Accuracy of GPS points
- Connectivity between source and load(s)
- All facilities properly phased
- All lines shall be connected at end points
- All features shall be snapped properly to line end points
- All features shall be properly associated (i.e. lines to poles, transformers to poles, lights to poles, etc.)
- No electric feature may be placed unassociated or unsnapped from the network
- All associated feature attribute data acquired, confirmed and entered accordingly (e.g. construction unit, sizes, etc.)

Contractor shall be responsible for importing all data and delivery of this data into the City's operational database. The City expects deliverables from the Contractor(s) to consist of sub-meter accurate GPS points for poles, pad mounted equipment, conductors and related equipment; and construction units correctly cataloged utilizing City specifications, an ESRI based map containing basic information like roads and road names updated and spatially corrected, high quality photos of all items requested herein, with minor QA/QC on the part of the City.

11. CONCORD ELECTRIC DEPARTMENT RESPONSIBILITIES

The Concord Electric Department will provide the selected contractor with the following items:

- Reference GIS coverage files such as roads, utilities, aerial photographs, etc., that will be used only as a reference for the Contractor. (Note: The GIS coverage will be confidential and intended for the sole use on this project. The selected Contractor will not be allowed to share this information with a third party unless the City grants approval). Selected Contractor must sign a licensing agreement.

- Project Managers and personnel that will oversee the inventory and technical processes of the contractor. The Project Managers will also oversee the budget and expenses of the contractor. If equipment is purchased and expensed back to the City under the contract, the equipment will be provided to the City at the termination of the contract (Prior to the last contract payment).

SECTION 4
PROPOSAL FOR
FIELD ASSET INVENTORY SERVICES
CITY OF CONCORD

The undersigned, as Bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein, and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

This Schedule outlines the cost per equipment for all GPS points performed by the Bidder for the.

This Agreement shall not obligate City to solely purchase Services from Bidder, but shall govern all orders for Services issued by City to Bidder.

The Bidder proposed and agrees, if this proposal is accepted, to contract with the City of Concord, North Carolina, in the form of contract specified, to furnish the labor and equipment in complete accordance with the contract documents for one or more crews at the price listed below:

PROJECT COST AND DETERMINATION

Cost to the City shall be on a per GPS point basis, hereinafter called a "Point". A Point, regardless of the type, is considered to be an individual structure, equipment residing on a pad or base, subterranean equipment having a lid, or meter/meter socket considered the load. A meter on a City owned pole or pad mounted transformer may be collected as and considered a GPS point.

This per "Point" fee is all inclusive and shall include any and all costs and shall include, but not be limited to: GPS devices, equipment, mobilization, travel, labor, recollection of bad data, fees, and any other foreseen or unforeseen expenses incurred by the Contractor in the execution of this Proposal. This per Point cost shall also include performing the required office data integrity work relating to verifying geometric snapping and graphical representation and any repeat work required due to failure on part of the Contractor.

Feature	Price per Unit	Quantity	Total Price
Poles		26,197	
Meters		34,195	
Underground Facilities		7,696	
Equipment Tagging (Utility supplied tags and nails)		TBD	
Pictures		TBD	
Estimated Total			

Facility Estimates

Number of Substation Circuits 77
 Number of Substations 17
 Total Square Miles 200

Additional Equipment

Unit prices for other special equipment, vehicle or employee which may be required for short duration or for special or emergency work, may be negotiated with the Contractor by the Electric Systems Deputy Director or designee; however, final agreement subject to the written approval of the City of Concord.

Statement of Contractor’s Company Qualifications and Experience (Use additional pages as necessary)

Contractor must attach their last two (2) years of submitted OSHA 300 logs.

Bid Evaluations

The Undersigned understands that the City reserves the right to reject any or all proposals; to waive any informality or technicality in any proposal; and to negotiate with the lowest responsible bidder regarding matters intended to serve the best interest of the City of Concord, North Carolina.

Respectfully submitted this _____ day of _____, 2020.

NAME OF FIRM

By _____

Title _____

Attest _____

Title _____

ADDRESS OF FIRM

CONTACT PERSON:

Name: _____

Telephone: _____

Mobile #: _____

Fax: _____

Email: _____

SECTION 5

STANDARD FORM CONTRACT

This contract (this "Contract" or this "Agreement") is made and entered into as of the ___ day of _____, 20___, by the City of CONCORD ("City") and _____ ("Contractor"), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. Term. This Contract shall begin on _____ 2___ and end at _____ 2___. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A".

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment of undisputed amounts shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days; otherwise, <input type="checkbox"/> \$2,000,000 per occurrence

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured as required by written contract. The General Liability,

Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an **additional insured** except Workers' Compensation and Professional Liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Contract without notice.

Without limiting the coverage required pursuant to this Section, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704)

To the Contractor:

VaLerie Koleczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

ATTEST:

City Clerk

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____
_____ dated _____ 2 _____.

Scope of Services:

Fee for Scope of Services:

The fee for services shall not exceed _____ and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees for _____ staff time shall be based on the rate schedule provided below. Invoices shall be directed to: City of Concord Attention: _____, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; _____ will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

SAMPLE

SECTION 6
EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of
_____ (the legal name of the entity entering the contract, "Employer") after first
being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.
 2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES _____, or b. NO _____.
 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
 5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.
- This ___ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus
Signed and sworn to (or affirmed) before me, this the _____
day of _____, 20__.
My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)
|||

SECTION 7
INFRASTRUCTURE CONFIDENTIALITY AND SECURITY POLICY

1.0 Policy

It shall be the policy of the City of Concord to restrict access to plans, design drawings, aerial photography and similar documentation of its public infrastructure to only those individuals and organizations that require this information in conducting their business with the City and upon demonstration of such need. Requests for this information will be documented and maintained by the City.

This policy is designed to control and monitor access to security sensitive data. Each registrant's data request will be evaluated. Data provided will be based on the requirements of the registrant's project and the discretion of the responsible department director / or department designee.

2.0 Definitions

- 2.1 Public Infrastructure - Includes the City's: (a) utility systems and facilities, (b) public buildings, (c) telecommunication and data communication networks, and (d) public security plans.
- 2.2 Detailed Plans, Drawings and Documentation - Electronic or non-electronic information that communicates the organization, arrangement, location, or an operational understanding in sufficient detail to endanger or otherwise compromise the security or operation of the facility or plan being communicated.
- 2.3 Public Security Plans - Includes any assessments, policies and/or procedures pertaining to the security of the City's infrastructure; i.e., Emergency Action Plan, Response Plans, and Vulnerability Assessments.
- 2.4 Licensed Professional - Shall include any individual licensed by the State of North Carolina in the professions of: (a) Professional Engineer, (b) Land Surveyor, (c) Architect, (d) Landscape Architect, or (e) General Contractor.
- 2.5 Non-Licensed Professional - Includes all non-licensed professionals; i.e., business firms, professional associations, community groups, etc.
- 2.6 Responsible Department Director - The department director who is responsible for a particular public infrastructure.
- 2.7 Registration - Tier I or Tier II access to the City's sensitive infrastructure data will require completion of an Application for Approval. See Attachment A for licensed professional, or Attachment B for non-licensed professional. Registrations will

remain in effect one year from the date of execution and must be renewed annually

- 2.8 Government Jurisdiction - An agency of North Carolina government as defined in North Carolina G.S. 132-1(a) and with whom the City has a contract, agreement or a formal business relationship.
- 2.9 Consortium Member - Jurisdictions or other governmental bodies that have adopted similar security polices and signed the City's Infrastructure Confidentiality Security Agreement, Attachment C.
- 2.10 Tier I – Registration level that allows Licensed Professionals to request project specific security sensitive information. If the request is granted the information may be delivered in hard copy or digital form.
- 2.11 Tier II – Registration level that allows non-licensed professional to request project specific security sensitive information. If the request is granted the information may be delivered in hard copy or digital form.
- 2.12 Tier III – Individuals and firms not registered with the City as a Tier I or II may request to access project specific security sensitive information. If the request is granted the information may be viewed. The information will not be delivered in hard copy or digital form.

3.0 Procedures/Rules

3.1 No plans, drawings, documentation or aerial photography that details the City's public infrastructure, **or data detailing public infrastructure not owned by the City**, shall be available to the general public, except upon a demonstrated need as provided herein; or as may be agreed to by the **owner of the infrastructure**.

3.2 Tier I: Requests for detailed plans, drawings and documentation of the City's public infrastructure by licensed professionals and their associated firms who have registered with the City, and have been approved access to such information will be honored by the City. Data provided will be based on the requirements of the registrant's project and the discretion of the responsible department director / or department designee.

321 Requests for Tier I approval for licensed professionals must be by written application (See Attachment A). The execution of the registration acknowledges the licensed professional's acceptance of and adherence to this policy.

322 The responsible department director, or his/her designee, will grant requests for registration for each type of infrastructure.

323 Once approved, the original registration will be maintained by the City designee, with copies provided to the City staff and **Consortium members** as needed.

324 Once approved, only those licensed professionals or associates identified on the registration will have access to and be provided copies of detailed plans, drawings and documentation of public infrastructure. Licensed professionals and their firms may only use such data as required in the exercise of their profession.

325 The City designee will maintain a log detailing each instance where a licensed professional or his/her associates receives information (electronic or paper) under this policy. This log will include the name of the individual, the date the information was released and a description of the data released.

326 The City will request a picture identification (such as a valid North Carolina driver's license) to confirm the individual's identity.

327 Any person or firm receiving information in this manner is prohibited from otherwise copying or distributing the information to anyone outside of his/her immediate business concerns, and not directly related to the project for which the information was obtained.

3.3 Tier II: The responsible department director, or his/her designee, may approve a waiver registration and allow distribution of copies of detailed plans, drawings and documentation of public infrastructure to non-licensed professionals, in cases where access to this information furthers a public policy or project.

331 Requests for Tier II approval for non-licensed professionals, business firms, professional associations, or community groups, etc., must be by written application

(See Attachment B). Execution of the registrations acknowledges the non – licensed professional acceptance of and adherence to this policy.

- 332 Tier II registrations can be granted by the responsible department director, or his/her designee, if the request furthers public policy and does not compromise the security of the public infrastructure. Examples include: (a) firms bidding on CITY projects, (b) neighborhood groups participating in community development activities or planning, and (c) other similar uses of the data.
 - 333 Once approved, only those individuals identified on the registration document will have access to and be provided copies of detailed plans, drawings and documentation of public infrastructure as described on the approved registration. Any request for information, not covered by the approved registration description and intended use, will require additional approval.
 - 334 Once approved, the original registration will be maintained by the City designee, with copies provided to the City staff and Consortium Members as needed.
 - 335 The City will maintain a log detailing each instance non-licensed professional receives information under this policy. The log will include the name of the individual, the date of the information release, a description of the data released and an explanation of the need for the information.
 - 336 The City will request a picture identification (such as a valid North Carolina driver's license) to confirm the individual's identity.
 - 337 Any person or firm receiving information in this manner is prohibited from otherwise copying or distributing the information to anyone outside of his/her immediate business concern.
- 3.4 Tier III: The City will not honor requests to distribute public infrastructure information to firms or persons not registered with the City as a Tier I or a Tier II approval. However, individuals and firms may view detailed plans, drawings or documentation of public infrastructure for the purpose of determining the proximity of the infrastructure to their property or a property of interest.
- 341 The City may request documentation of such need for information, if the sensitivity of the area or the scope of the request is unusual in nature, as determined by the City.
 - 342 Copying or any other form of duplication of the viewed detailed plans, drawings or documentation will not be permitted.
 - 343 The City will maintain a log detailing each instance of Tier III information access under this policy. The log will include the name of the individual, the date of the information viewed, a description of the data viewed and an explanation of the need for the information.

344 The City will request a picture identification (such as a valid North Carolina driver's license) to confirm the individual's identity.

3.5 The City will not distribute or allow access to view copies of Public Security Plans to licensed professionals, non-licensed professionals or the general public. Release of information shall only be made to law enforcement and related agencies as mandated by North Carolina General Statutes and consent of the Chief of Police.

3.6 All copies of detailed plans, drawings or documentation provided to individuals or firms under this policy must include a statement that reads as follows:

NOTICE

Sensitive information not to be copied or distributed without the express written consent of the City of Concord. In compliance with – North Carolina Public Records Law All information provided was created for the City's internal use. The City of Concord, its agents, and employees shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. This data cannot be construed to be a legal document. Any resale of this data is strictly prohibited in accordance with North Carolina General Statute 132-10.

City of Concord
P.O. Box 308
Concord, North Carolina 28026-0308
704-920-5215

3.7 This policy does not constrain access to the City's public infrastructure data to other city agencies, jurisdictions or other governmental bodies that have adopted similar security policies. The City will require a onetime Written Confidentiality Agreement (See Attachment C) with each jurisdiction or governmental body requesting City infrastructure data. The City asks and expects that discretion be used and the intent of the law be followed to restrict this type of data from public domain use.

3.8 Any employee who routinely handles or otherwise has access to information covered under this policy will be required to be familiar with the policy and sign an acknowledgement form. Any employee of the City in violation of this policy shall be subject to disciplinary action up to and including termination.

3.9 Any employee of the City who encounters requests for information that they believe may compromise the security or operation of the facility, or plans being communicated, should contact their supervisor and report the request.

4.0 Request for Approval to Obtain Sensitive Infrastructure Data

Attachment A - Application for Approval of Tier I Registration for Licensed Professional to Obtain and Use Sensitive Infrastructure Data

Attachment B – Application for Approval of Tier II Registration for Non-Licensed Professional and Others to Obtain and Use Sensitive Infrastructure Data

Attachment C - Infrastructure Information Confidentiality Agreement

5.0 Consequences of Violations

Any violation of this policy by a Tier I or Tier II registrant may result in the City canceling all approvals and/or contracts with the violating party for cause. Further, the City may not conduct business with or grant contracts to the violators for a minimum of five (5) consecutive years. In addition, the City shall seek recovery of any damages experienced as a result of the violations. All GIS Consortium members will be notified of the violation.

All existing contracts, as of the date of adoption of this policy, shall be amended to include this condition and all future contracts shall contain this condition.

EXAMPLE

{Attachment "A"}

City of Concord
Application for Approval of Tier I Registration for Licensed Professional to
Obtain and Use Sensitive Infrastructure Data

This is a request by **LICENSED PROFESSIONALS** authorizing representatives of their company to obtain sensitive maps, plans, data, and other engineering information pertaining to the City's public infrastructure systems for their use in the practice of their profession, as per the City's Infrastructure Confidentiality and Security Policy, Section 3.2. **Please attach a detailed description of the information requested and its intended use.**

Category of Information Requested:

- | | |
|---|--|
| <input type="checkbox"/> Water System | <input type="checkbox"/> Storm Water System |
| <input type="checkbox"/> Sewer System | <input type="checkbox"/> Electric System |
| <input type="checkbox"/> Public Buildings | <input type="checkbox"/> Public Security Plans |
| <input type="checkbox"/> Telecommunication and Data Network Systems | |

I hereby designate the following individuals of our organization to make requests for information as described above. As a condition of this approval we will immediately notify CITY, in writing, if any of these employees are terminated or otherwise not authorized to obtain information under this agreement. We may add employees in a similar manner. I understand and agree that the City of Concord provides no warranties of any kind (including express, implied or other warranties) about the data provided. The City strives to create and provide accurate information; however, I understand that the information may contain errors.

Employees Authorized (Please Print): (If more names are needed, please attach a second sheet.)

I hereby agree that any material furnished to our company will not be copied for transmittal to any other company or individual outside our company. Approval of this request is conditional upon reading and accepting the terms of the City's *Infrastructure Confidentiality and Security Policy*, including contract termination, limits upon future work and payment of damages, if any.

NAME OF REQUESTING FIRM: _____

ADDRESS: _____

REQUESTED AND AUTHORIZED BY:

_____ (Printed Name)	_____ (Title)
_____ (Signature)	_____ (Date of Request)
	_____ (NC Professional License Number)

CITY APPROVED BY:

_____ (Director of lead dept.)	_____ (Title)	_____ (Date Approved)
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{Attachment "B"}

CITY OF CONCORD

Application for Approval of Tier II Registration for Non-Licensed Professional and Others to Obtain and Use Sensitive Infrastructure Data

This is a request by NON-LICENSED PROFESSIONALS to obtain sensitive maps, plans, data, and other engineering information pertaining to the City's public infrastructure systems as per the City's Infrastructure Confidentiality and Security Policy, Section 3.3.

Briefly describe the information requested and the intended use of the information:

Three horizontal lines for describing the information requested and its intended use.

Category of Information Requested:

- Category of Information Requested:
___ Water System
___ Sewer System
___ Public Buildings
___ Telecommunication and Data Network Systems
___ Storm Water System
___ Electric System
___ Public Security Plans

List the individuals with your firm/organization/group that you authorize to make requests for information as described above. As a condition of this approval, you will immediately notify CITY, in writing, if any of the individuals are no longer a member of your firm/organization/ group or otherwise not authorized to obtain information under this agreement. I understand and agree that the City of Concord provides no warranties of any kind (including express, implied or other warranties) about the data provides. The City strives to create and provide accurate information; however, I understand that the information may contain errors.

Authorized Individuals (Please Print):

Two horizontal lines for listing authorized individuals.

I hereby agree that any material furnished to me will not be copied for transmittal to any other company or individual. Approval of this request is conditional upon reading and accepting the terms of the City's Infrastructure Confidentiality and Security Policy, including contract termination, limits upon future work and payment of damages, if any.

REQUIRED FOR APPROVAL:

NAME OF FIRM/ORGANIZATION/GROUP: _____

ADDRESS: _____

(Printed Name) (Signature) (Date Approved)

CITY APPROVED BY:

(Director of lead dept.) (Title) (Date Approved)

**City of Concord
Consortium Member
Infrastructure Confidentiality and Security Agreement**

Agreeing Parties:

Date:

1. _____ shall regard public infrastructure data provided by the City of Concord as confidential and proprietary. Information sharing shall be strictly limited to activities that are project specific. _____ shall have the right to display or map small portions of the City of Concord’s data as needed specific to a project or personal request. _____ will follow the City of Concord’s Infrastructure Confidentiality and Security policy to restrict sensitive City public infrastructure information from public domain use. All requests for complete data set of the City of Concord’s infrastructure will be forwarded to the City of Concord for evaluation.

2. The City of Concord shall regard public infrastructure data provided by _____ as confidential and proprietary. Information sharing shall be strictly limited to activities that are City project specific. The City shall have the right to display or map small portions of _____ data as needed specific to a project or personal request. The City of Concord will follow its adopted infrastructure confidentiality and security policy to restrict _____ sensitive public infrastructure information from public domain use. All requests for complete data set of _____ infrastructures will be forwarded to _____ for evaluation.

3. Failure to follow this Agreement may result in cancellation of this Agreement upon written notice at the discretion of either party. Nothing in this Agreement shall limit the legal rights and remedies of either party to seek damages, declaratory judgments or injunctions in a court of competent jurisdiction.

_____ understands and agrees that the City of Concord provides no warranties of any kind (including express, implied or other warranties) about the data provided. The City strives to create and provide accurate information; however, I understand that the information may contain errors.

AGREED TO BY:

City of Concord	Other
By _____	By _____
Title _____	Title _____