



City of Grand Island

Tuesday, February 08, 2011

Council Session

Item G6

**#2011-30 - Approving One-Call Member Services Agreement
(Digger's Hotline)**

Staff Contact: Gary R. Mader

Council Agenda Memo

From: Gary R. Mader, Utilities Director
Jason Eley, Interim City Attorney

Meeting: February 8, 2011

Subject: One Call Member Services Agreement

Item #'s: G-6

Presenter(s): Gary R. Mader, Utilities Director

Background

In 1994, the Diggers hotline and One Call center was established under the one-call notification system act, Nebraska Statutes 76-2301 to 76-2330. This act requires all Nebraska utilities to be members of Diggers Hotline for the protection of citizens and utility workers alike. This service enables customers to have the location of all existing underground utilities within a property identified by simply calling one phone number. On March 11th, 1996, City Council approved a Member Services Agreement to comply with state law.

Discussion

Diggers Hotline is in the process of updating the agreements with Nebraska utilities with current information. This includes updated information such as telephone and fax numbers as well as instructions related to various methods of electronic transmittal. The procedural requirements and terms and conditions are unchanged from the original contract. The 2011 contract would replace the original 1994 agreement.

Alternatives

It appears that the Council that the following alternatives concerning the issue at hand.

The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to a future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the updated One Call Member Services Agreement.

Sample Motion

Move to approve the updated One Call Member Services Agreement.

ONE CALL MEMBER SERVICES AGREEMENT

Background:

The Revised Statutes of Nebraska, Section 76-2301 to 76-2330, codified procedures for notifying underground utility owners and operators of impending excavation which may impact such facilities. This codification is officially known as the "One-Call Notification Act" with the purpose identified by the Legislature as:

- (1) It is the intent of the Legislature to establish a means by which excavators may notify operators of underground facilities in an excavation area so that operators have the opportunity to identify and locate the underground facilities prior to excavation and so that the excavators may then observe proper precautions to safeguard the underground facilities from damage.
- (2) It is the purpose of the One-Call Notification System Act to aid the public by preventing injury to persons and damage to property and the interruption of utility services resulting from accidents caused by damage to underground facilities.

Pursuant to the One-Call Notification Act a statewide one-call notification center (hereinafter referred to as "the Center") has been established and the governing board of directors (hereinafter referred to as "the Board") has solicited bids from various entities for the daily operation of the Center. Great Plains One Call Service, Inc, d/b/a Digger's Hotline of Nebraska was selected by the Board to operate the Center and to administer the statutory requirements that

"Operators of underground facilities shall become members of and participate in the statewide one-call notification center."

Terms and Conditions

Therefore, pursuant to the directions of the Board, this Agreement is made this 8th day of February, 2011 by and between City of Grand Island (hereinafter referred to as "Member"), and Great Plains One Call Service, Inc. d/b/a Digger's Hotline of Nebraska (hereinafter referred to as "Vendor").

For and in consideration as set forth herein Vendor hereby agrees to provide and operate and Member agrees to subscribe to and utilize Vendor's Nebraska Statewide One Call Center for the notification of operators with underground facilities pursuant to the One-Call Notification System Act and the terms and conditions as follows:

Vendor Services

1. Vendor will establish telephone numbers 811 for statewide use as well as 402-344-3565 in the Omaha calling area and 1-800-331-5666 in all other areas to allow all excavators within the State of Nebraska to call the One-Call Center free of charge to request location of underground facilities.
2. Vendor will provide for services through the center 24 hours per day, 365 days each year in the following manner:
 - a. The normal business day will be 7:00 am to 6:00 pm Central time Monday through Friday (hereinafter referred to as "normal business hours").
 - b. From 6:00 pm to 7:00 am, including Saturdays, Sundays and all State or Nationally observed legal holidays (hereinafter referred to as "after hours").

3. Vendor will accept grids by section, range, township, and quarter section or polygon. All information provided by Member will be incorporated into a database by Vendor. Each Member grid system and database shall be confidential between the Member and Vendor unless they are of public record or common public usage. The database will be provided to each Member upon request. It is the Member's responsibility to notify the Vendor of any discrepancies, changes or additions of the location of any buried facilities of the Member.

4. Vendor will receive all Member notifications pursuant to the requirements of the One-Call Notification System Act. All incoming calls and outgoing manual notification calls, if applicable, will be transmitted on a recorded phone line. The voice recordings will be maintained by the Vendor for a period of five (5) years and during that time will be made available to the Member for any clarification, claim, or disputed liability purposes.

5. Vendor will advise all callers requesting location of underground facilities of the statutory requirement of two working days notice before digging. If the caller indicates that they will be excavating prior to expiration of the two working day, Vendor will notify Members as soon as practicable in order to assist in preventing damage to Member's facilities, but will advise caller of the statutory requirement for a two day waiting period and that failure to comply with the statute could subject caller to additional liability.

6. Vendor shall inform all callers of all facility operators to whom notice of intent to excavate will be transmitted. Vendor shall also advise callers that if there are any other utilities in the area other than those specifically listed, or any privately owned facilities, that the caller is responsible to notify the owners or operators of those facilities as to the impending excavation.

7. Vendor shall assign an identification number to each notice received for tracking and record keeping purposes.

8. Notification of intent to excavate received during normal business hours will be sent to Members by fax or computer the same day received. A recap of all tickets sent each day will be sent to the Member the following business day. Voice transmitted notification will be called out during the business day however a recap call will not be made.

9. If an electronically transmitted notification of intent to excavate is received after hours, the notification of intent to excavate will be received in the same manner as normal business hour notices, but the notification ticket will be held in the computer and will be sent out or called out the next business day.

10. Calls received during normal business hours that are of an emergency nature will be sent immediately and a follow-up telephone call will be made to alert Member of the emergency ticket. All emergency calls received after hours will be immediately called out to each Member affected and the confirmation ticket will be sent the next business day.

11. Notification of requests will be sent to Member at the email address, fax or telephone number as shown on Exhibit "A". It is Member's responsibility to

advise Vendor of any change in email addresses, fax numbers or telephone numbers.

Member Duties

12. Member shall comply with all requirements of the Nebraska One-Call Notification System Act.

13. Member shall furnish Vendor information concerning the location of its underground facilities. Member shall notify the Vendor of any discrepancies, changes or additions of the location of any buried facilities during the term of this agreement.

14. Member shall immediately advise Vendor of any change in telephone numbers or email addresses as currently shown in Exhibit "A".

15. Member shall upon receipt of a notice of intent to excavate from Vendor, make the necessary arrangements to mark or identify the location of its underground facilities as required by statute.

16. After Vendor notifies Member of a locate request, it shall be the Member's responsibility to mark its underground facilities within two business days or alternatively to advise caller there are no Member underground facilities in the specified area or to schedule a time for Member's locator to meet with the Caller. The Vendor shall have no responsibility to coordinate individual Member's locators meeting with the Caller (meets) or advising caller that Members have no underground facilities (clears) unless specifically agreed to by Member and Vendor and charges shown on Exhibit "C" Enhanced Services are charged.

Pricing

17. The basic price for service specified on Exhibit "C" attached hereto has been set as the minimum fees for services as established by the Nebraska State One-Call Board of Directors. Any other service requested by Member will be negotiated as to procedure used and price charged to the mutual satisfaction of Member and Vendor.

18. The charges on Exhibit "C" shall prevail and remain in effect until changed by action of the Nebraska State One-Call Board of Directors.

19. Vendor shall bill Member monthly for services and the Member shall remit payment in full within thirty (30) days of the billing date. Member shall remit and pay vendor one and one-half percent (1.5%) per month interest on any balance which is unpaid more than thirty (30) days following the billing date.

20. In the event that Member fails to pay charges billed, Vendor shall notify the Nebraska State One-Call Board of Directors and the Nebraska Attorney General that Member is in default in regard to payment for services provided.

21. The cost of all communications equipment with a minimum 2400 Baud rate together with all necessary telephone and internet lines for such notification shall be paid by Member.

Insurance and Indemnity

22. Vendor agrees to indemnify and save harmless the Member from and against all liability, claim, loss, or expense for any claim of loss or damage including but not limited to death, personal injury, real or personal property damage which may arise from the negligence of the Vendor, its agents, servants or employees.

23. Member agrees to indemnify and save harmless the Vendor from and against all liability, claim, loss or expense for any claim of loss or damage which may arise from the negligence of the Member, its agents, servants or employees.

24. Vendor shall obtain and keep in force a policy of comprehensive public liability insurance insuring Vendor against any liability arising out of the performance required under this agreement. The policy shall provide a minimum of five million dollars (\$5,000,000.00) for each accident or occurrence and in the aggregate for bodily injury, property damage, and legal defense coverage.

Miscellaneous

25. Vendor shall be an independent contractor under the terms of this agreement. The Vendor shall comply with all applicable federal, state, county and local laws or ordinances.

26. In the event either party defaults under any of the terms and conditions of this agreement, the other party may give ten (10) days notice in writing of the alleged default or breach during which time the defaulting party may cure same. If the defaulting party fails to provide notice within said ten (10) day time the alleged default or breach shall be submitted to the Nebraska Safe One-Call Board for resolution.

27. This agreement shall commence February 8, 2011, and shall continue thereafter unless modified by State Law or action by the Nebraska State One-Call Board of Directors.

28. Any notices under this agreement shall be given in writing to the Vendor as follows:

Great Plains One Call, Inc.,
4141 N. 156th Street, Suite 200
Omaha, NE 68116
Phone 402-330-1866

29. Any notices under this agreement shall be given in writing to the Member as follows:

Mailing Address:
City of Grand Island
700 E Bischeld St.
Grand Island, NE 68801
Attn: Travis Burdett
Email Address: tburdett@grand-island.com
Phone Number: (308) 385-5466

30. Billing for services shall be mailed to Member as follows:

Mailing Address:

City of Grand Island

700 E Bischeld St.

Grand Island, NE 68801

Atn: Travis Burdett

Email Address: tburdett@grand-island.com

Phone Number: (308) 385-5466

31. Member may not assign or transfer any of its rights or duties under this agreement without prior written approval of the vendor except any assignments to any entity in which the Member owns or holds a majority interest.

32. Neither Vendor nor Member shall be held responsible for any delays or failure to perform any of its responsibilities or obligations under this agreement provided such delay or failure is caused by an act of God, natural disaster, strike, declaration of war or any other causes over which such party has no control.

33. This agreement shall be binding upon the successors or assigned of all parties herefo.

Representative of
Great Plains One Call, Inc.

Member Company authorized officer or agent

Date: _____

Date: _____

**One Call Member Services Agreement
Instructions and General Information:**

Please fill out the enclosed agreement completely and ensure that all contact information is current and updated as needed throughout the life of the Member Agreement. It is extremely important that Digger's Hotline be able to contact your organization at all times in case of an emergency situation in your area.

Members Open Hours:

Tell us your normal hours of business operations. Please indicate time zone.

Members will receive requests during open hours at :

Please list the telephone number, fax number or email/computer account where you wish to receive the notifications of excavation.

If your Company has several field offices or a large service area in which a specific area or office will need to receive notices for their geographical service area, you must complete a separate copy of Exhibit A for each service area that will be receiving specified geographical/service area notices. All receiving and contact information for that specific service area must be designated. When registering your facilities on our database maps, you will be required to designate each separate service area for notification purposes.

Fax Notices: If you choose to receive excavation notifications by fax, you must have a "dedicated fax line or splitter" on your line. Our automated system delivers fax notifications, and is not capable of delivering a fax notification if a voice verification is first required on the receiving end. Therefore, if your fax machine requires someone to call and say they are sending a fax first, it will not work with our system.

Member Emergency Number during open hours:

In conjunction with all Emergency Locate notifications received by your company, Digger's Hotline will also call your company 24x7, to include weekends and holidays, every time you have been sent an Emergency Locate notification. Please provide a direct line telephone or cell number where you wish to receive those calls during the normal business day. This number must go to a direct line or extension and cannot be Company phone number that connects to a menu option. This number must be current at all times. If you elect to not receive a follow-up phone call for Emergency notices during regular business hours, please document on Exhibit A as "No Emergency Call Out during regular business hours".

Emergency number during closed hours:

As stated above, please provide a direct line telephone or cell number where you wish to receive Emergency Locate notifications outside of your companies normal business hours to include evenings, weekends and holidays. This number must go to a direct line or extension and cannot be Company phone number that connects to a menu option. This number must be kept current at all times.

Exhibit "A"

**One Call Member Agreement
Administrative Information**

1. Member Normal Business Hours, Monday-Friday

8:00 a.m. to 5:00 p.m.(Central Time)

2. Locate Notifications to be sent to Member during Normal Business Hours via one of the following methods – only 1 option may be selected.

Fax: () _____ () Phone: () _____

Email: pcc.locates@gmail.com

Computer: _____

3. Phone/Cell number for emergency locate notifications during Member Normal Business Hours

(308) 385-5461 _____ Please provide name if applicable _____

() _____ Alternate number if applicable

4. Phone/Cell number for emergency locate notifications outside of Normal Business Hours to include all evenings/weekends/holidays.

(308) 385-5461 _____ Please provide name if applicable _____

() _____ Alternate number if applicable

Exhibit "B"

One Call Member Services Agreement

Definition of Terms

STANDARD SERVICES

- A. **Notification** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via electronic Fax or computer to computer communications. Each incoming excavation request can generate notifications to multiple facility members.
- B. **Voice Transmitted Notification** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via a person to person call and the ticket information is verbally provided to the facility member.
- C. **Emergency Notification** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via electronic Fax or computer to computer communications and the facility owner must respond on a priority basis as established by law. Such transmissions are also confirmed via phone call by the One Call operations staff.
- D. **Emergency Notification (Voice Transmitted)** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via a person to person call and the ticket information is verbally provided to the facility member and the facility owner must respond on a priority basis as established by law.

ENHANCED SERVICES (Charged in addition to Standard Service Fees)

- E. **Meet Notification** is defined as the scheduling of a meeting between multiple facility owners in combination with a notification transmission where the facility members agree to a joint meeting time to determine if an excavation is in conflict with the buried services. This is an optional service that only applies to facility members that agree in advance to utilize the common scheduling software module hosted by the One Call operations. Fees for this service are in addition to standard notification fees.

F. **Free-Form Polygon Notification** is defined as the transmission of a ticket to an established member code for determining if an excavation is in conflict with the buried service where such transmission is provided via electronic Fax or computer to computer communications and the facility member has registered their buried facilities under the advanced polygon mapping solution. Fees for this service are in addition to standard notification fees.

SURCHARGES (Surcharge is in addition to all Standard Service Fees)

G. **State One Call Notification Center Board Surcharge** is defined as additional applied to each service defined above to fund the expenses for supporting the One Call Board meetings and activities.

EXHIBIT "C"

One Call Member Services Agreement
Per Notification Fee Schedule

STANDARD SERVICES:

Per Notification via Email or Computer----- \$0.97
Per Notification via Fax----- \$1.00

Voice Transmitted Notification

25 and under per month----- \$1.95
26 and over per month----- \$3.05

Emergency Notification via Email or Computer----- \$1.80
(Followed by Telephone Call)
Emergency Notification via Fax----- \$1.83
(Followed by Telephone Call)
Emergency Notification (Voice Transmitted)----- \$3.05

OPTIONAL ENHANCED SERVICES: (Charged in addition to fees for Standard Services)

"Meet" Notification¹----- \$0.35
Free-Form Polygon Notification²----- \$0.75

SURCHAGES: (Charged in addition to Standard and Enhanced Fees)

State One Call Notification Center Board Surcharge----- \$0.04

PAYMENT TERMS: A late payment charge of 1.5% may apply if amount due is not received within 30 days of the invoice date.

¹ A "Meet" notification requires the Vendor to set a meet time between the member and the excavator based upon a predetermined "meet" schedule.

² Free-Form Polygons allow a member to define service areas by drawing or importing polygon shapes into a mapping system. The polygon shapes represent coordinate-based geographical coverage of the location, size and shape of the member's service area. Any dig requests that affect the member's polygon registrations will create a notification to that member. Free-form polygon registrations have been proven, in some cases, to reduce notification volumes by eliminating over-notifications associated with the older TRSQ grid registration method. This fee is charged by service area. A member is allowed to have a mixture of TRSQ-based service areas and free-form polygon service areas. The additional fee will only be applied to notifications sent from the free-form polygon service areas. If a service area is defined solely by TRSQ grids, the Free-Form Polygon fee will not apply. Price change will become effective upon the date a new contract is executed between GPOC and the Nebraska State One Call Board, or on January 1, 2004, whichever date is later.

RESOLUTION 2011-30

WHEREAS, in 1994, the Diggers Hotline and One Call Center was established under the One-Call Notification System Act, Nebraska Statutes §76-2301 to §76-2330; and

WHEREAS, this Act requires all Nebraska utilities to be members of Diggers Hotline and the City Council approved a Member Services Agreement to comply with state law on March 11, 1996; and

WHEREAS, Diggers Hotline is updating the agreements with current information.

WHEREAS, the City Attorney's office has reviewed and approved the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Updated One Call Diggers Hotline Contract be, and hereby is, approved in accordance with the terms of the agreement.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 8, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 3, 2011	☐ City Attorney