

MASTER ENABLING AGREEMENT

UNDERGROUND UTILITY MAPPING SERVICES

For use on any CSU Campus.

This AGREEMENT is made and entered into this 10th day of September, 2021 pursuant to the Public Contract Code 10700, *et seq.*, by and between the Trustees of the California State University on behalf of

<i>Campus, hereafter referred to as Trustees, and</i> California State University, Office of the Chancellor	Amendment No.: N/A	Agreement No.: 20-478
<i>Service Provider, hereafter referred to as Service Provider.</i> McCarthy Building Companies, Inc.	CSU Vendor ID No.: 6297	License No.: 411173

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner: Subsurface Utility Mapping Services for multiple projects located at various campuses within the California State University System.

The Service Provider shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

- Rider A Agreement General Provisions, consisting of six (6) pages;
- Exhibit A Scope of Services (RFP), consisting of (9) pages;
- Exhibit B Service Order Authorization to Proceed Sample, consisting of one (1) page;
- Exhibit C Service Provider Rate Schedule, consisting of one (1) page;

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of three (3) years from the execution date, with the option given by the Trustees of extending the Agreement with the same terms and conditions for one (1) additional two (2) year period. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Service Provider shall report to: California State University, Kevin J. Laut, Director of Construction Management, Capital Planning, Design and Construction, (562) 951-4994.

The basic services amount to be expended under this Agreement shall be determined by the overall usage of each participating campus and the administrative office of the California State University. Payment shall be made in accordance with Rider A, Exhibit A, Exhibit B, and Exhibit C.

Trustees of the California State University		Service Provider	
Campus California State University, Office of the Chancellor		Firm Name McCarthy Building Companies, Inc.	
By (Trustees' Authorized Signature) <i>Kevin Laut</i>		By (Authorized Signature) <i>Fermin J. Glasper</i>	
Printed Name and Title of Person Signing Kevin Laut, Director of Construction Management		Printed Name and Title of Person Signing Fermin Glasper, Vice President Subsurface Utility Mapping	
Address of Campus Project Administrator 401 Golden Shore, Long Beach, CA 90802		Address of Service Provider 20401 S.W. Birch St. Newport Beach, CA 92660	
Amount Encumbered \$0.00	<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>		
Amount of Increase \$0.00	Signature of Accounting Officer	N/A - \$0 MEA	Date
Amount of Decrease \$0.00	<i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i>		
Total Amount Encumbered \$0.00	By Attorney <i>Christopher C. Fowler</i> Christopher C. Fowler (Sep 28, 2021 16:50 PDT)		09/28/2021 Date

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (.PDF) form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

Rider A - Agreement General Provisions, Service Provider

1. Service Provider Relationship. Service Provider, in the performance of this Agreement, is an independent contractor and is not an employee, agent, or officer of the Trustees.
2. Payments. Payments under this Agreement shall be made in arrears of work increment completed to the satisfaction of the Trustees and upon submission of an invoice in CSU invoice format. If not otherwise specified payments for services rendered will be processed monthly upon presentation of invoice.
3. Services. Trustees may issue a written order with respect to the services to be performed under this Agreement at any time before the completion of the services. Trustees shall pay Service Provider an amount for such services as provided in this Agreement, or if not so provided, Trustees shall pay Service Provider a reasonable amount, which shall be agreed upon by the parties.
4. Service Provider shall not utilize any information, not a matter of public record, which is received by reason of this Agreement, for pecuniary gain not contemplated by the terms of this Agreement, regardless of whether Service Provider is or is not under contract at the time such gain is realized (Education Code Section 89006).
5. Ownership. The report, survey, or other product developed by Service Provider pursuant to this Agreement is the property of Trustees, and shall not be disseminated to others by Service Provider unless authorized by Trustees.
6. Termination for Convenience. Trustees may terminate this Agreement upon a three (3) business-day advance written notice to Service Provider. In the event of such termination, Service Provider shall be paid only for the work satisfactorily completed.
7. Termination for Cause. Trustees may terminate this Agreement for cause should Service Provider fail to perform as herein provided. In the event of such termination, Trustees shall be relieved of the obligation to make any payment to Service Provider and Trustees may proceed by other means with the work in any manner the Trustees deem proper.
8. Indemnification.
The Indemnification subsection below, next to the checked box, applies to this agreement, while the subsection next to the unchecked box does not apply to this agreement.
 - a. Provisions of item 8a shall apply if the agreement is with a Service Provider that does **not** qualify under the provisions of California Civil Code section 2782.8. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
 - b. Provisions of item 8b shall apply if the agreement is with a Service Provider that does qualify under the provisions of California Civil Code section 2782.8 and the scope of work is for design professional services. The Service Provider agrees to hold harmless, defend, and indemnify the State of California, the Trustees of the California State University, the University, and the officers, employees representatives, and agents of each of them from any and all claims, damages, losses, causes of action and demands, and all costs and

expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct on the part of the Service Provider, its officers, agents, and employees, in the performance of this Agreement. In no event shall the cost to defend charged to the Service Provider exceed the Service Provider's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Service Provider shall meet and confer with other parties regarding unpaid defense costs. Service Provider's liability is not limited to recoverable insurance. This provision shall survive the expiration or termination of this Agreement.

The provisions of section 8b pertaining to the duty and cost to defend shall not apply to either of the following:

1. Any contract for design professional services per the provisions of California Civil Code section 2782.8, or amendment thereto, where a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers all design professionals for their legal liability arising out of their professional services on a primary basis.
2. A design professional per the provisions of California Civil Code Section 2782.8, that provides design professional service and is party to a written design-build joint venture agreement and not the primary holder of the Trustees and Design-Builder contract.

9. Insurance Provisions. The Service Provider shall not commence work until the Trustees have received evidence of the insurance required in this section and approved it.

a. Service Provider shall obtain the following policies and coverage. The insurance furnished by the Service Provider under this section shall provide coverage in amounts not less than the following, unless a different amount is stated in Exhibit A, Scope of Work Description:

1. Comprehensive or Commercial Form General Liability Insurance:

On an occurrence basis, cover work done or to be done by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work. Limits of Liability:

\$2,000,000 General Aggregate

\$2,000,000 Each Claim - combined single limit for bodily injury and property damage.

2. Business Automobile Liability Insurance:

On an occurrence basis, cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Service Provider and shall provide insurance coverage for bodily injury, property damage, and contractual liability. Use Insurance Service Office (ISO) Form Number CA 0001 covering any automobile. Limits of Liability:

\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance:

This insurance shall include Employers Liability limits of \$1,000,000 and other limits required under California law.

4. Professional Liability Insurance:

Professional liability (errors and omissions) insurance on an occurrence basis is preferred, covering work done or to be done by or on behalf of the Service Provider and providing insurance for professional liability in the amount of \$2,000,000 each occurrence. The Service Provider shall obtain

and maintain professional liability insurance on a claims-made basis for no less than \$2,000,000 each claim and

\$2,000,000 annual aggregate, and certification of coverage shall be submitted to the Trustees upon signing of this Agreement. If the total contract amount exceeds \$1,000,000 the Service Provider shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

For any of the insurance described in the paragraphs above, the amount of limits can be satisfied by a combination of primary and excess or umbrella insurance.

- b. Insurers shall be authorized in the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than **A: VII** or alternatively a carrier acceptable to the Trustees.

Verification of coverage shall be provided as follows:

- a. The Service Provider shall submit to the Trustees copies of certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.
 - b. The scope of coverage shall be shown on the certificate of insurance.
 - c. The Service Provider shall provide written notice of cancellation of coverage within thirty (30) days to the Trustees.
 - d. The Service Provider shall notify the Trustees in writing of any material change in insurance coverage.
 - e. Renewal certifications shall be timely filed by the Service Provider for coverage until the work is accepted as complete.
 - f. Trustees reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these provisions, at any time.
- c. Insurance policies except for Workers Compensation and Professional Liability insurance shall contain, or be endorsed to contain, the following provisions:
- a. For the general policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.
 - b. For claims related to the work, the Service Provider's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of the Service Provider's insurance and shall not contribute with it.
 - c. The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- d. Additional Insurance Provisions
- a. Any deductible under any policy of insurance required in this section shall be the Service Provider's liability.
 - b. Acceptance of certificates of insurance by the Trustees shall not limit the Service Provider's liability

under the Agreement.

- c. The Service Provider's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

e. Waiver of Subrogation

The Service Provider hereby grants to the Trustees a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. The Service Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Service Provider has received a waiver of subrogation endorsement from the insurer.

- 10. Personal Eligibility Certification. If the Service Provider is a natural person, the Service Provider certifies by signing this Agreement that s/he is a citizen or national of the United States or otherwise qualified to receive public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193; 110 STAT. 2105, 2268-69), State of California Governor's Executive Order W-135-96.
- 11. Corporate Eligibility Certification. If the Service Provider is a corporation, the Service Provider certifies and declares by signing this Agreement that it is eligible to contract with the State of California pursuant to the California Taxpayer and Shareholder Protection Act of 2003 (Public Contract Code Section 10286, *et seq.*).
- 12. Nondiscrimination. In the performance of this Agreement the Service Provider and its consultants shall not deny the Agreement's benefits nor shall they discriminate unlawfully against any person on the basis of religion, color, ethnic group identification, sex, actual or perceived gender identity, age, physical or mental disability, medical condition, marital status, or age (over 40). Additionally, the Service Provider and its consultants shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination as well.
 - a. Service Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*), the regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0, *et seq.*), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135-11139.5).
 - b. Service Provider shall permit access by representatives of the California Department of Fair Employment and Housing and the Trustees upon reasonable notice at times during normal business hours with at least 24 hours' notice, to its books, records, accounts, other sources of information, and its facilities as the Department or Trustees shall require to ascertain compliance with this Agreement.
 - c. Service Provider and its consultants/subcontractors shall give written notice of their obligations under this Agreement to labor organizations with which they have a collective bargaining or other agreement.
 - d. Service Provider shall include the nondiscrimination and compliance provisions of this Agreement in subcontracts to perform work under the Agreement (Government Code Sections 12990, 11135, *et seq.*, Title 2, California Code of Regulations, Section 11105)
- 13. Drug Free Workplace Certification. The Service Provider hereby certifies compliance with Government Code Sections 8355, 8356, and 8357 in matters relating to providing a drug-free workplace. In accordance with Government Code Section 8355, the Service Provider shall:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations;
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace,
 2. The Service Provider’s policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees for drug abuse violations;
- c. Require that each employee engaged in the performance of the Agreement be given a copy of the statement required by subpart A, and require that each employee, as a condition of employment on the Agreement, agree to abide by the terms of the statement.
14. Disabled Veteran Business Enterprise. Responsive to direction from the State Legislature (Public Contract Code Section 10115, *et seq.*), the Trustees are seeking to increase the statewide participation of disabled veteran business enterprises in contract awards. To this end, Service Provider shall inform the Trustees of any contractual arrangements with consultants or suppliers that are certified disabled veteran business enterprises.
15. Assignment. Service Provider shall not assign benefits or delegate duties under this Agreement in whole or in part, nor assign any moneys due or to become due hereunder without the written consent of Trustees.
16. Successors. The provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the parties hereto.
17. Notice. Notice for either party may be served by delivering it in writing to the party, or by depositing it in a U.S. mail deposit box with postage fully prepaid addressed as shown within the information block of the Agreement page. Nothing herein shall preclude the giving of notice by personal service.
18. Audit. If the Agreement exceeds \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor of the State of California and the California State University Auditor for a period of three years after final payment under the Agreement. This examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering this Agreement (Government Code Section 8546.7).
19. DIR Registration. In accordance with Labor Code Section 1720, *et seq.*, the Service Provider shall register with the Department of Industrial Relations (DIR) for this project and pay at least the prevailing wages on services/work aspects where a prevailing wage applies. Such services and/or work aspects include, but are not limited to, the Service Provider or its sub-consultant’s provision of geotechnical studies, potholing involving digging, site surveying and/or construction Inspector of Record services as defined by the DIR.
20. Agreement Changes. Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed and dated by the parties. Oral representations, understandings, or writings not expressly incorporated in the Agreement are void. Unless identified within Exhibit A, Scope of Work, under a separate sub-heading entitled ‘Modifications to Agreement’, it is the intent of the Trustees to use the standard published form of this Agreement and Rider A without modification. The Agreement and Rider A shall not be modified without review and concurrence by CSU Office of General Counsel.
21. Offshoring of CSU Contract Work. Service Provider warrants it certified under penalty of perjury in its bid for this Agreement that the Agreement, and any subcontract performed under the Agreement, will be performed solely with workers within the United States; and if this Agreement, and any subcontract performed under this Agreement, will not be performed solely with workers within the United States, Service Provider described in its bid any parts of the work to be performed by workers outside of the United States. Further, Service Provider warrants no work will be performed under the Agreement with workers outside the United States, except as described in Service Provider’s bid. If Service Provider or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement, and Service Provider did not describe such work in its bid, Service Provider acknowledges and agrees that:

- a. CSU may terminate the Agreement without further obligation for noncompliance, and
- b. Service Provider will forfeit to CSU the amount CSU paid for the percentage of work that was performed with workers outside the United States and not described in Service Provider's bid.

End of Rider A

(Exhibit A - Scope of Services)
REQUEST FOR PROPOSALS
FOR
SUBSURFACE UTILITY MAPPING SERVICES
MASTER ENABLING AGREEMENT

1.0 INTRODUCTION

The State of California, acting through the Board of Trustees of the California State University, hereinafter called Trustees, is issuing this Request for Proposal (RFP) to elicit Proposals from interested and qualified Service Providers (SP) to provide Subsurface Utility Mapping Services for multiple projects throughout The California State University System (see participating campuses below) under a Master Enabling Agreement (MEA).

This MEA will include Subsurface Utility Mapping services per the American Society of Civil Engineers, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). During the existing utility assessment phase, and under a Trustees-issued service order agreement, the SP will collaborate with the Trustees on the Quality Level progression assessment, cost, and schedule of the Project, and develop a Lump Sum Price, Unit Price, or GMP Proposal for each Project. Upon the Trustees' acceptance of the Lump Sum Price, Unit Price, or GMP, the Trustees will issue an Agreement to the SP.

All CSU campuses, including the Chancellor's Office, will be potential locations that may request these services. The regional groupings below are for general geographical reference only. The SP shall be available and prepared to provide services to all campuses listed below or the SP Proposal may not be considered. See attached Exhibit A for a map of the campus locations.

<u>Northern Campuses</u>	<u>Central Campuses</u>	<u>Southern Campuses</u>
CSU Chico	CSU Bakersfield	CSU, Office of the Chancellor
CSU Sacramento	CSU Fresno	CSU Dominguez Hills
Sonoma State University	CSU Stanislaus	CSU Fullerton
CSU East Bay	CSU Channel Islands	CSU Long Beach
CSU Maritime Academy	Cal Poly San Luis Obispo	CSU Los Angeles
San Francisco State University	CSU Monterey Bay	CSU Northridge
San José State University		Cal Poly Pomona
Humboldt State University		CSU San Bernardino
		CSU San Marcos
		San Diego State University

2.0 DESCRIPTION OF MEA

Pursuant to CI/ASCE 38-02, there are four quality levels that can be utilized to locate underground utility systems. Each is established by different methods of data collection and interpretation as follows:

Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, are shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.

Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level B data

should be reproducible by surface geophysics at any point of depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D information.

Quality Level D: Information derived from existing records or oral recollections.

The total maximum Budgeted Cost for all Projects includes:

- a) Two-dimensional Existing Utility Exhibits (hard copy and electronic);
- b) AutoCAD drawings of the Existing Utility Exhibits, with corresponding data;
- c) All field notes referencing, size, type, material, or location of utility infrastructure;
- d) Where applicable, raw data collected through surface geophysical locating technologies;
- e) Copies of all public and private utility records collected for the project;
- f) Copies of all photographs taken as a part of the Quality Level B field investigation;
- g) 3D Modeling of utility infrastructure; and
- h) GIS attribute database and deliverable.

Each project to include scope of all subsequent quality levels. For example; Quality Level C shall include Quality Level D and Quality Level B shall include Quality Levels C and D.

The Trustees shall not guarantee a minimum volume of Service Agreements to be awarded as part of the MEA.

The SP shall be licensed in the State of California with a contractors 'A' license and registered with the California Department of Industrial Relations.

Every project in this Contract will be subject to the payment of prevailing wage rates in accordance with all pertinent statutes; the California Department of Industrial Relations will be monitoring the projects under this Contract for payment of prevailing wage rates.

3.0 SCOPE OF SERVICES

In submitting a response to this RFP, the Respondent represents that it is qualified and capable to provide all the services indicated in this RFP and accepts of all of the terms and conditions indicated herein and in the attached Rider A, Agreement General Provisions.

The following is a brief overview of the work the SP will be required to perform, if awarded the MEA:

SP responsibilities include, but are not limited to, the following tasks:

1. Provide all equipment, personnel, survey, traffic control, and supplies required to perform designating services. For the purposes of this Proposal, "designate" means to establish by engineering, surveying and drafting practices the presence, horizontal location of subsurface utilities and their major laterals to the existing buildings and/or structures using geophysical prospecting techniques, including, without limitation, electromagnetic and sonic techniques.
2. SP shall perform designating services to locate all existing utilities in areas as defined by University to quality Level A, B, C and/or D as requested by University pursuant to the guidelines described herein.
3. Conduct appropriate records research to identify the utility source and the size of the facility, verify site conditions noting any obstacles or limitations to utility access, and employ University approved project limits.

4. If required, SP shall obtain all necessary permits from city, county, or other municipal jurisdictions to allow the SP to work in existing streets, roads and/or on adjacent rights-of-way, vaults, maintenance holes, etc. including landowner permission.
5. Notify the University and utility companies in writing 48 hours prior to beginning work to coordinate work that may affect use of utilities.
6. Designate the location of existing underground utility systems including their major laterals to the building's electrical room, mechanical room, IDF's (Intermediate Data Frame), MDF's (Main Data Frame), service yard, powerhouses, and any overhead utilities that are within the campus limits. SP shall record any empty or abandoned utilities, vault or maintenance holes.
7. Designate and record the location of existing Points of Connection (POC's) for all underground utility systems entering the campus from the public utility service lines.
8. Record and mark the horizontal location of existing poles for overhead utility systems. SP shall note the location of overhead crossing at existing roadway.
9. SP shall ensure current calibration for all instruments used in the investigation (in accordance with manufacturer recommendations and industry standards)
10. SP shall determine which equipment, personnel, and supplies are required to perform designation services. At the minimum, the SP is expected to use:
 - a) **Designate Underground Utility Systems – EM (Electromagnetic):** Using EM (using the standard pipe and cable locating equipment) locating equipment and direct connection, induction, and passive sweep methods, SP shall designate conductive underground utilities systems. SP shall mark the location of utilities using industry recognized painting scheme indicated herein. SP shall perform work in accordance with Levels B, C, and D of the guidelines identified herein, including comprehensive examination of the available campus as-built drawings to verify known existing locations and all the underground utility systems delineated by the University.
 - b) **Designate Underground Utility Systems - GPR:** When SP is unable to locate the underground utilities and structures by EM methods or by the use of available utility records provided by the University, SP shall locate non-metallic structures and utilities by indirect methods including the use of GPR, Ram Rods, Robotic Cameras and other investigation tools. These tools complement standard EM techniques in the field, allowing SP the ability to potentially detect both metallic and non-metallic material types, including plastics, concrete, transite, ceramics, and asphalt composites. SP shall perform secondary GPR sweeps to confirm results and to mark the location of discovered utilities and structures using the APWA industry recognized painting scheme indicated above. SP shall ensure that GPR scope be in accordance with Quality Level B of the guidelines listed above.
11. SP shall designate, record and mark-out the horizontal location of the existing underground utilities and their major laterals to the existing buildings. SP is responsible to coordinate work, including but not limited to campus operations and weather related incidents, so that all utility marks will remain on the site until utility survey information is compiled. SP is responsible for removing all markings returning campus to original condition. SP horizontal surveying of underground utilities shall be accurate to applicable survey standards.
12. SP shall submit a written traffic control plan to the University for review and approval. The SP shall be responsible for providing all materials, equipment and personnel necessary for the maintenance and control of traffic, including, but is not limited to: temporary traffic control signs, channelizing devices, arrow panels, traffic barriers, impact attenuators, flaggers, temporary pavement markings, and all other equipment/labor necessary to effectively implement the approved maintenance of traffic control plan. Any potential road closure by the SP must be coordinated and approved by the University at least 48 hours in advance. The date(s) or times of any SP requested road closure are subject to change if the closure greatly causes complications for the operations of the campus.

13. Maps and records provided by the University or anyone else for use on the project are intended to serve as a guide. The SP has the responsibility to properly locate the utilities and must exhaust all reasonable means of electronically and visually locating all underground utility systems.
14. Additional traffic control plans may be required if locating extends into the public right of way.
15. SP will tie all mapped utilities to a campus benchmarks. SP must ensure that each underground utility system be electronically designated, surveyed, and mapped to Campus horizontal and vertical control datums.
16. Vault & Maintenance Hole Investigation Report
SP shall:
 - a) Locate, label, and identify all auxiliary, telecommunication maintenance holes, hand holes, pull-boxes, vaults, and junction boxes and corresponding conduits;
 - b) Locate, label and identify all outdoor communication pedestals;
 - c) Identify conduit material type (e.g. steel, aluminum, PVC, etc.); and
 - d) Trace and/or map the path of travel for underground auxiliary and telecommunication lines (telephone, data, cable TV, etc.) from origination to termination points.

4.0 SELECTION PROCESS / REQUIREMENTS

The Trustees will select the SP based on the Proposals provided in response to this RFP. The Trustees will appoint a selection committee to review and score the RFPs. In addition to scoring, the Trustees' selection committee may elect to conduct interviews and/or reference checks. The Trustees may award the MEA to multiple highest scoring firms. The judgment of the Trustees in this selection process is not subject to appeal.

5.0 SUBMITTAL OF PROPOSAL

Interested SP must submit three hard copies and/or an electronic copy of the requested information to the Trustees' representative at the address and/or email below by May 3, 2018 before 4:00 pm. Faxed copies will not be acceptable. Proposals which fail to answer any questions, do not contain the requested information, or which fail to conform to the stated format may be disregarded at the Trustees' discretion.

Please send proposals to:

Kevin Laut
Construction Manager
Capital Planning, Design, and Construction
The California State University
Office of the Chancellor
401 Golden Shore, 2nd Floor
Long Beach, California 90802-4210

Mr. Laut may be contacted by phone at (562) 951-4994 or emailed at klaut@calstate.edu. Also, you may contact his assistant, Ms. Arlene Lee at (562) 951-4116 or email at alee@calstate.edu.

Selected firms will be notified in writing via email and interviews may be scheduled (but not guaranteed). Interviews (if they should take place) will consist of a thirty-minute oral presentation by each selected firm, followed by a thirty-minute question and answer period. The interview committee will consist of selection committee from the Chancellor's Office and/or campuses.

6.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

SP shall submit their Proposal to the Managing Office shown herein before the aforementioned date and time in accordance with the following instructions:

- 6.1 Provide all information requested by this RFP in order to be considered responsive.
- 6.2 Provide information as it pertains to your firm.
- 6.3 The Proposal should be well organized and as concise and complete as possible while still providing the requested information.
- 6.4 Information you believe is relevant to the selection of your firm for this Project but not requested by the RFP may be submitted as an appendix to the Proposal.
- 6.5 Where contact information is requested, include the company name, address and a company representative's name familiar with the project, phone number and e-mail address.
- 6.6 Submit three hard copies of the Proposal in "8 ½ x 11" format and/or as a digital file in PDF format.
- 6.7 Deliver the Proposal in a sealed package marked on the outside "PROPOSAL for Subsurface Utility Mapping MEA Services," Attention: Kevin Laut, 2nd Floor, CPDC, at aforementioned address in section 5.0.

7.0 PROPOSAL REQUIRED INFORMATION AND SCORING

Provide the following information in your Proposal. Trustees will score each question will be scored against an ideal response which, in the opinion of the Trustees' Selection Committee, would receive the maximum number of points possible, as indicated herein. If all information is not provided, the Trustees may not consider the Proposal. The Trustees may, at their discretion, call the contacts provided or others as may become known for reference checks. *Proposals should be organized with numbered tabs corresponding to the following required information.* Provide concise and complete responses.

Proposals shall be organized into tabbed sections that correspond to the sections below. Please provide the required information as briefly as possible.

Evaluation Criteria

Proposers shall submit Proposals that include all the following required information, including a comprehensive but concise summary of qualifications and capabilities to satisfy the requirements of the RFP. Proposers should focus on conveying project specific information, excluding generic process information; and editing for brevity. Proposers shall adhere to the following organization in their Proposals by providing tabs for sections as listed in this section. The evaluation team will score proposals based on the following criteria:

Introduction: No tab required. (3 pages Maximum)

0 POINTS

1. Cover Letter: provide a cover letter that references the RFP and confirms that all elements of the RFP have been read and understood, and confirming that Respondent's RFP submittal is in response to this RFP and agrees to enter into a contract if selected, and all information in the RFP is accurate under penalty of perjury.
2. The cover letter shall be signed by an individual authorized to contractually bind the Proposer.
3. Table of Contents.
4. Firm's contact information including name, address, phone no. website, and email address.
5. If your firm has multiple offices, please list these offices and indicate which office will manage projects at various campus regions.
6. Contact information of primary person representing the firm in relationship to this RFP including name, address (if different from above), phone no. and email address.
7. Copy of your firm's California Contractor License and DIR registration.

Tab 1 – Firm’s Experience on Subsurface Utility Mapping Projects (5 pages Maximum) 50 POINTS

List a minimum of five subsurface utility mapping projects that your firm has completed within the last five (5) years. It is preferred that these projects should have been managed by the proposed Project Teams that will be executing services for the CSU. For each project, indicate:

1. The scope of work for the project;
2. The completion date;
3. The name of the SP Project Manager;
4. The location; and
5. The contact person, address and telephone number of the client.

Tab 2 - Project Personnel Experience and Qualifications (5 pages Maximum) 50 POINTS

Provide information on the organization of the staff that will be used to successfully manage Subsurface Utility Mapping Projects. Define the personnel for each regional team (if different for Northern, Central, and Southern California), how the team will be managed, and the qualifications of the proposed personnel.

1. Project Organization – Provide an organization chart that defines the Project management and staffing plans and include:
 - a) Each position within the SP organization and the project role and responsibilities of the individuals;
 - b) The team members within the organization that will be covering each Campuses; and
 - c) Briefly describe the methodology your firm will utilize to staff projects at multiple Campuses, manage the staff, and assure quality service that responds to the disparate needs of each project.
2. Personnel Experience – Each Proposer shall submit résumés demonstrating the following qualifications of the personnel to be used on each Campus or group of campuses. Include those who will be working directly with the University: Principals-in-Charge, Project Managers, Project Engineers, or other staffing. These résumés shall be included in the appendix.
 - a) A brief professional and educational background (including years of experience);
 - b) Past relevant service experience;
 - c) A list of degrees, licenses, pertinent certificates and accreditations; and
 - d) Two references for each Project Manager from previous clients/organizations for projects of similar scope – include current contact names, e-mail addresses and phone numbers.
3. In order for the Trustees to evaluate the Service Provider’s performance capability, please provide the following:
 - a) Service Provider’s total annual revenue in 2017;
 - b) Total number of full and part-time employees; and
 - c) Total number of full and part-time consultants and their roles.

Tab 3 – Cost Proposal (3 pages Maximum) 25 POINTS

1. Proposer shall provide a pricing structure for services, which may include but not be limited to, unit rates, hourly rates, and/or % fees that will be used by the SP to prepare cost proposals for individual projects. The information should be detailed and concise enough for the selection committee to understand the SP pricing model and rough cost magnitude of services covered in this Proposal. The provided pricing information is for reference only and will not be included in the final MEA, however the Trustees will expect that actual pricing for services is in general alignment with the pricing model or rates provided in this Proposal.
2. Competitive fees and rates are strongly encouraged, and it should be expected that firms with more competitive rates will be awarded more work. Note that there is no minimum guaranteed contract value.
3. Provide billable rates for all SP staffing proposed to perform work on the projects described.

Tab 4 – Quality of Deliverables 50 POINTS

Provide Deliverable examples for 2D and 3D utility mapping exhibits for each quality level with short narratives as required. Additional samples, large format documents, and any additional exhibits may be included in the Appendix as desired.

Tab 5 – Conciseness and quality of proposal: 25 POINTS

Firms shall limit their proposal to 16 pages, not including Tab 4. Additional information, if necessary, shall be submitted by appendix to the proposal.

Tab 6 – Exceptions/Clarifications 0 POINTS

Any exceptions or clarifications to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions or clarifications, the Proposer must expressly state that no exceptions or clarifications are taken.

Total Maximum Points **200 POINTS**

8.0 ATTACHMENTS

1. Attachment A – CSU Campus Map
2. Attachment B - Sample Master Enabling Agreement

-End of Request for Proposals-

Scope of Services (RFP) - Attachment A CSU Campus Map



CSU The California State University Scope of Services (RFP)
MASTER ENABLING AGREEMENT Attachment B
UNDERGROUND UTILITY MAPPING SERVICES Sample Master
 For use on any CSU Campus. Enabling Agreement

This AGREEMENT is made and entered into this [Day] day of [Month], [Year] pursuant to the Public Contract Code 10700, et seq., by and between the Trustees of the California State University on behalf of

<i>Campus, hereafter referred to as Trustees, and</i> California State University	Amendment No.: N/A	Agreement No.: 123456	Project No.: 123456
<i>Service Provider, hereafter referred to as Service Provider.</i> Service Provider		CSU Vendor ID No.: 123456	License or DIR No.: 123456

WITNESSETH: That the Service Provider in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a skillful manner: Subsurface Utility Mapping Services for multiple projects located at various campuses within the California State University System.

The Service Provider shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

- Rider A Agreement General Provisions, consisting of four (4) pages;
- Exhibit A Scope of Services (RFP), consisting of (7) pages;
- Exhibit B Service Order Authorization to Proceed, consisting of one (1) page;
- Exhibit C Service Provider Rate Schedule, consisting of one (1) page;

The term shall begin upon receipt of an executed Agreement from the Trustees and shall end as of [Date], with the option given by the Trustees of extending the Agreement with the same items and conditions for two (2) additional (1) year periods. Work elements started during the term shall continue to their completion and acceptance by the Trustees.

The Service Provider shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Service Provider shall report to: California State University, Kevin J. Laut, Construction Manager, Capital Planning, Design and Construction, (562) 951-4994.

The basic services amount to be expended under this Agreement shall be determined by the overall usage of each participating campus and the administrative office of the California State University. Payment shall be made in accordance with Rider A, Exhibit A, Exhibit B, and Exhibit C.

Trustees of the California State University							Service Provider						
Campus California State University							Firm Name Service Provider, Inc.						
By (Trustees' Authorized Signature)							By (Authorized Signature)						
Printed Name and Title of Person Signing John Smith, Campus Representative							Printed Name and Title of Person Signing Jack Smith, Service Provider Authorized Signatory						
Address of Campus Project Administrator 99999 Lorem Ipsum Drive, Ipsum, CA 99999							Address of Service Provider 11111 Ipsum Lorem Drive, Lorem CA 11111						
SCO Acct Data:	Fund 123456	Sub Fund 123456	Agency 123456	Yr.	Ref/Item 123456	Category 123456	Program 123456	Element 123456	Component 123456	Chapter 123456	Fiscal Yr. 123456	Legal Ref. 123456	
Fund Name 123456				PS Account 123456		PS Fund 123456		PS Dept. ID 123456		PS Program 123456		PS Class 123456	PS Project/Grant 123456
Amount Encumbered \$0.00			<i>I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.</i>										
Amount of Increase \$0.00			Signature of Accounting Officer									Date	
Amount of Decrease \$0.00			<i>I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel</i>										
Total Amount Encumbered \$0.00			By Attorney									Date	

This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in "portable document format" (.PDF) form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.

THE CALIFORNIA STATE UNIVERSITY

*Agreement No. 123456
Service Provider*

**Exhibit B – Service Order and Authorization to Proceed,
Subsurface Utility Mapping Services**

[Date]

Service Provider
Service Provider, Inc.
11111 Ipsum Lorem Drive
Lorem CA, 11111

Dear Service Provider:

[Project Name], [Project Number]
[Campus]
Service Order Authorization Number: [insert]

In accordance with the provisions of the Systemwide Master Enabling Agreement Number **1234567**, you are hereby authorized to **Provide Subsurface Utility Mapping Services** for the subject project to the quality levels described in Exhibit A, to the Quality Levels selected below:

- [Quality Level D]
- [Quality Level C & D]
- [Quality Level B, C, & D]
- [Quality Level A, B, C, & D]

- Per fee schedule,
- Hourly with a Not to Exceed limit of: _____,
- Fixed fee amount of: _____.

Service Provider shall report to:

[CSU Campus Name]
[Campus Department]
[Executive Facility Officer or designated campus Project Manager]
[Campus Address]
[Campus Project Manager's Phone Number, email]

The total amount to be expended under this Service Order shall not exceed **[written and numerical dollar value]** inclusive of reimbursables. To invoice, submit a single signed invoice per project. On each invoice identify the MEA Agreement Number and Service Order Authorization Number. Direct invoices to the project manager named above.

Questions regarding this authorization shall be directed to the above named project manager.

Approved: _____ Fund: _____
Fund Certified: _____

[Name]
[Campus Project Manager]

[Name]
[Campus Contracting / Procurement]

c: Campus Executive Facility Officer, Chancellor's Office Planner, File