

TOWN OF PEMBROKE PARK
REQUEST FOR PROPOSALS FOR
UNDERGROUND UTILITY LOCATION SERVICES

Notice is hereby given that the Commission of the Town of Pembroke Park, Broward County, Florida, is advertising for sealed Proposals for Underground Utility Location Services which will be received by the Town Clerk of the Town of Pembroke Park, Florida, at Town Hall, 3150 SW 52 Avenue, Pembroke Park, Florida 33023 until 2:00 p.m. on March 2, 2017. Proposals received after the designated time and date will not be considered.

The Proposals for Underground Utility Location Services will be publicly opened and the names of the individuals or entities submitting Proposals will be read aloud in the Town Commission Chambers on the above appointed date and time. Late submittals will not be considered and will be returned to the sender unopened. Envelopes must be clearly marked "Underground Utility Location Services Proposal." Pembroke Park requires that each entity submitting a Proposal must provide five (5) photocopies of the entire Proposal package, and one electronic copy on a compact disk.

Mail or deliver to: Town Clerk
 Town of Pembroke Park
 3150 SW 52 Avenue
 Pembroke Park, FL 33023

Pembroke Park is seeking a qualified individual or firm to provide Underground Utility Location Services as an extension of the Town staff and assist with locating and marking underground utility facilities.

A detailed summary of the scope of services, assessment and selection criteria, qualifications narrative, proposal selection process and related information may be obtained

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from the Town Public Works Department at Town Hall, 3150 SW 52 Avenue, Pembroke Park, FL 33023 during regular business hours after February 1, 2017 until the submission deadline.

The Town Commission reserves the right to waive any technicalities, reject any and all submissions which are incomplete, conditional, non-responsive; reject any and all submissions in whole or in part with or without cause; and accept the Proposal which best serves the Town.

ANY INDIVIDUAL WHO BELIEVES THEY HAVE A DISABILITY WHICH REQUIRES A REASONABLE ACCOMMODATION IN ORDER TO PARTICIPATE IN SUBMISSION OF A PROPOSAL SHOULD CONTACT THE TOWN CLERK AT (954) 966-4600 AT LEAST FORTY EIGHT (48) HOURS PRIOR TO THE DATE SET FOR SUBMISSION OF STATEMENTS OF QUALIFICATIONS.

TOWN OF PEMBROKE PARK By:

/S/ Annette Wexler
Annette Wexler
Clerk-Commissioner

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GENERAL CONDITIONS

SEALED BIDS: This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid Title. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the Owner upon debt or contract nor from a defaulter upon obligations to the Owner. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Owner within the last three years, unless so noted in the bid documents.

2. **NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."

3. **BID WITHDRAWAL:** No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.

4. **BID OPENING:** Shall be public, on date, location and time specified on the bid form. The official time is the time clock located in the Purchasing Division reception area and will be accepted by all parties without reservation. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.

5. **ADDENDA TO BID:** Owner reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Town's Clerk Office immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Owner.

6. **PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

(a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are comparable with prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.

(b) **F.O.B.** -as specified in Special Instructions to bidder.

(c) **Tie Bids:** The award on tie bids will be decided by the Town Commission or Manager in accordance with the provisions of the Procurement Code. Decisions of the Manager are final and binding.

(d) **TAXES:** Owner is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Contractor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.

(e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

(f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the Owner.

(g) **ORDERING:** The Owner reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Owner reserves the right to obtain such delivery from others without penalty or prejudice to the Owner or to the seller.

7. **TERMINATION:**

(a) **FUND-OUT:** The Owner shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/ purchase are not made available or otherwise allocated Owner may terminate this contract upon thirty (30) days prior written notice to the contractor.

(b) **NON PERFORMANCE:** If, in the opinion of the Owner, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the Owner reserves the right to cancel the Contract by means of written notification.

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GENERAL CONDITIONS (continued)

(c) **CANCELLATION FOR CONVENIENCE:** The Owner reserves the right, at its option, to cancel this contract for any or no cause, for Owner convenience, by giving thirty (30) days prior written notice to the vendor/contractor, at the end of which time this contract will automatically expire without the necessity of any further action. In the event this contract is terminated for convenience as provided in this section, the vendor/contractor will be paid for all materials, goods and services (as applicable in such contract) incurred prior to the effective date of termination. Additionally, the vendor/contractor may, at the reasonable, professional discretion of the Town Clerk or Manager, be allowed direct termination expenses and fixed settlement costs which have become firm prior to the date of the notice of termination. No payment will be made for lost or future profits. Upon receipt of the notice of termination issued under this section, the vendor/contractor shall discontinue all work, cease any deliveries, shipment, or carriage of goods and make available to the Purchasing Director any and all reports, data, specifications, estimates, summaries, and information as are required by the contract.

8. **CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.

9. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Owner's Risk Management Division. The MSDS must include the following information. (a) The chemical name and the common name of the toxic substance.

(b) The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosivity, and reactivity;
2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
3. The primary routes of entry and symptoms of overexposure.

(c) The proper precautions, handling practices: Necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

(d) The emergency procedure for spills, fire, disposal, and first aid.

(e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

(f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

10. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition unless otherwise specified in the bid. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Owner reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

11. **INTERPRETATIONS:** Any questions concerning conditions and specifications of this bid shall be directed in writing to the Purchasing Division a minimum of 24 hours prior to bid opening. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.

12. **AWARDS: If a specific basis of award is not established in the special instructions to bidders, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications.**

As the best interest of the Owner may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the Owner reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director or the Owner: whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.

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GENERAL CONDITIONS (continued)

13. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The Owner may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Owner shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.

14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the Owner.

15. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the Owner at once, indicating in his letter the specific regulation which required an alteration. The Owner reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the Owner.

16. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Owner by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.

17. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the Owner and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Owner. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

18. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferable, or otherwise disposable except with the prior written consent of the Purchasing Director.

19. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Owner, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Purchasing Director or the Owner will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Owner reserves the right to consider a bidder's history of citations and/or violations of One Call Statutes, history of at-fault damages, damage claim resolution, adherence guidelines or regulations in determining responsibility. Bidder should submit with his proposal a complete history of all at-fault damage incidents, citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify Owner immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.

20. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

21. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the Owner, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.

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GENERAL CONDITIONS (continued)

22. **MODIFICATIONS:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

23. **RESOLVE PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Procurement Code relative to
a. Right to Protest. Any actual or prospective bidder or offer or who is aggrieved in connection with the solicitation or proposed award of a contract **which is \$100,000** or greater may protest to the Town Manager. The protest shall be submitted in writing within seven calendar days after such aggrieved person knows or should have known the facts giving rise thereto.
b. Any actual or prospective bidder or offer who is aggrieved in connection with the solicitation or proposed award of a contract **which is less than \$100,000** may protest to the Town Manager. The protest shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Director of Purchasing.

24. **PUBLIC ENTITY CRIMES ACT:** In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider who has been placed on the convicted vendor list following a conviction of a Public Entity Crime may not submit a bid on a contract to provide any goods or services to the Owner, may not submit a bid on a contract with the Owner for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Owner, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Owner, and may not transact any business with the Owner in excess of the threshold amount (currently \$15,000) provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of the Owner purchase and may result in debarment.

25. **RECYCLED CONTENT INFORMATION:** In support of the Florida waste Management Law, bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products bid. The Owner is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.); and the percentage of recycled material contained in the product. The Owner also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

26. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** Each Governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments and issue its own exemption certificates as required by the bidder. It is understood and agreed that Owner is not a legally binding party to any contractual agreement made between any governmental unit and the bidder as a result of this bid.

End of Section

LOCATE / MARK UNDERGROUND FACILITIES

AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 2016

by and between _____ Party of the First Part, and .

_____(OWNER), Party of the Second Part:

W I T N E S S E T H:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the work in manner and form as provided by the Specifications and Instructions which are attached hereto and made a part hereof, as if fully contained here:
2. That the First Party shall commence the work to be performed under this Agreement on a date to be specified in a written order of the Second Party and shall complete all work hereunder within the length of time stipulated in the BID.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of this Agreement, subject to additions and deductions as provided in the Specifications of Proposal, in lawful money of the United States based on the actual quantities and Unit or Lump Sum Prices contained herein.
4. That the Second Party shall make monthly payments to the First Party on the basis of a duly certified and approved invoice of work performed during each calendar month by the First Party, LESS any credits, deletions or damages as provided in the General Conditions.
5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the work, the First Party shall, at its expense within five (5) business days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Second Party.

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AGREEMENT (continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR: _____

BY: _____

NAME: _____

TITLE: _____

OWNER:

BY: NAME: _____

TITLE: _____

AUTHENTICATION: _____

BY: _____

NAME: _____

TITLE: _____

APPROVED AS TO FORM:

BY: _____

NAME: _____

TITLE: _____

END OF SECTION

LOCATE / MARK UNDERGROUND FACILITIES

CONTRACTOR MINIMUM QUALIFICATIONS:

Contractors proposing to perform services pursuant to the attached Scope and Agreement must meet the following minimum criteria:

- a. Contractor must be licensed in accordance with Article 7 of this document.
- b. Contractor must be regularly engaged in the practice of utility location or subsurface utility engineering and must provide documented proof detailing a minimum of five (5) years satisfactory experience providing contracted utility location or subsurface utility engineering services in the State of Florida. Contractor must also demonstrate a minimum of three (3) years documented experience locating water, sewer and pressurized storm water systems in the State of Florida.
- c. Contractor must be regularly engaged in the practice of Subsurface Utility Engineering in accordance with Standard 38-02 recommendations and must provide documented proof detailing a minimum of three years' experience providing contracted surveying services.

Contractors not meeting the minimum criteria will be deemed non-responsive and will not be considered for Contract award. The Owner reserves the right to review all proposals and award to the responsive and responsible low bidder meeting all the minimum qualifications and in the best interest of the Owner. The Owner reserves the right to reject any or all bids.

1. **SCOPE:**

Bids are hereby requested on an open-end basis for Locate/Mark Underground Facilities.

The initial Contract period shall start on the date of award and shall terminate three (3) years from that date. The Contractor will complete delivery on any orders submitted to the Contractor prior to the date of Contract expiration.

The Public Works Director may renew this Contract for up to two (2) consecutive one-year periods, subject to vendor acceptance, satisfactory performance, best interest of the Owner and the annual escalation factor detailed below.

All prices and terms shall remain fixed for the initial three-year period of the Contract. An annual escalation factor of 2% or the Consumer Price Index (CPI), whichever is greater, shall be applied to the unit prices of Contract items for all subsequent renewals. All other terms and conditions shall remain unchanged throughout the life of the Contract.

In the event services are scheduled to end due to the expiration of this Contract, the Contractor shall continue the service upon the written request of the Public Works Director. The extension period shall not exceed more than 180 calendar days beyond the expiration date of the existing Contract. The Contractor shall be compensated for the services at the rate in effect when the extension clause is invoked by the Purchasing Director.

No guarantee is expressed or implied as to the total quantity of any commodity or service to be purchased under this open-end Contract. Estimated quantities will be used for bid comparison only.

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2. **AWARD CRITERIA:**

Award will be based on low total amount bid and a review of the following criteria;

- a. Professional Licensure (As indicated by Article 7-Licensure)
- b. Previous satisfactory performance on similar contracts
 - i. *Contractor must provide references with contact names and numbers. Minimum of three (3) references utilizing the included reference form.*
- c. Satisfactory review of past or pending At-Fault damage claims (Section "E")
- d. Satisfactory review of pending litigation (potential awards, liens or judgments could affect the standing or worthiness of the Contractor and his ability to provide the services contracted or warrant the performance of said services)
 - i. *Contractor shall have no outstanding judgments.*
- e. Satisfactory review of the proposed personnel and equipment intended for use in conjunction with the provision of services specified in this Contract.
 - i. *Contractor to provide resumes of key personnel detailing a minimum of 3 years' experience performing similar work within the South Florida Area.*
 - ii. *Contractor shall provide a listing of equipment available and proposed for use on this project. Proposed equipment may be inspected by Owner.*

3. **SPECIFICATIONS AND REQUIREMENTS:**

Technical Specifications & Requirements (Section "A") are attached hereto and made a part hereof as Attachment "A".

Note: Whenever the Technical Specifications address a third party (i.e. manufacturer, subcontractor, etc.) it is to be construed as the Contractor through the third party.

4. **INSURANCE REQUIREMENTS:**

The Insurance Requirements contained in this Bid represent the minimal protection necessary for the Owner as determined by Risk Management. Further modifications of the requirements may be made at the sole discretion of Risk Management if circumstances change or adequate protection of the Owner is presented. No award will be recommended until a written determination is made by Risk Management that the Owner is adequately protected. The successful bidder shall be required to provide proper insurance to the Purchasing Director prior to award or recommendation of award to the Board of Commissioners, whichever is applicable.

Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by the Owner (or for such duration as is otherwise specified hereinafter), the insurance coverage's set forth in this Section.

4.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Worker Compensation Law" of the State of Florida and all applicable Federal laws.

4.1.1 Employers' Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) each accident.

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INSURANCE REQUIREMENTS: (Continued)

4.2 Comprehensive General Liability with minimum limits of One Hundred Thousand (\$100,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Offices and must include:

4.2.1 Premises and/or Operations.

4.2.2 Independent Contractors.

4.2.3 Products and/or Completed Operations.

4.2.4 Explosion, Collapse and Underground Coverage's.

4.2.5 Broad Form Property Damage.

4.2.6 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

4.2.7 Owner is to be included as an "Additional Insured" in the name of "Owner" with respect to liability arising out of operations performed for Owner in connection with general supervision of such operation.

4.2.8 Notice of Cancellation and/or Restriction- The policy must be endorsed to provide the Owner with thirty (30) days' notice of cancellation and/or restriction.

4.3 Business Automobile Liability with minimum limits of Five Hundred Thousand (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

4.3.1 Owned Vehicles.

4.3.2 Hired Vehicles.

4.3.3 Notice of Cancellation and/or Restriction – The policy(s) must be endorsed to provide the Owner with thirty (30) days' notice of cancellation and/or restrictions.

4.4 The CONTRACTOR shall provide to the Owner Certificates of insurance evidencing the insurance coverage specified in 4.1, 4.2, and 4.3 above. The Contractor should provide these Certificates within fifteen (15) days after request by the Purchasing Agent. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Contract and section and the above paragraphs in accordance is as required by such paragraphs of this Contract. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

4.5 Certificates of insurance shall be provided as specified in sub-section 4.4 above unless any of these coverage's are, for just cause, inapplicable, and upon specific request by the vendor are excepted by written determination of risk management and approved by the Purchasing Director. If an exception is requested, the bidder should indicate in the appropriate area on the bid sheet any such request including reason(s) thereto for exemption from insurance requirements as specified in this section of this invitation for bid/quotation request.

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5. **INDEMNIFICATION: (Contractor of Owner)**

- a. The CONTRACTOR shall indemnify and save harmless the Owner, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the completion of this Project; or by or in consequence of any negligence (excluding negligence of Owner), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or their Subcontractor, Agents, Servants or Employees. Contractor agrees to indemnify and save harmless the OWNER against any claims or liability arising from or based upon the violation of any federal, state, Owner or city laws, by-laws, ordinances or regulations by the CONTRACTOR. The CONTRACTOR agrees to indemnify and save harmless the OWNER from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against OWNER on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against OWNER for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation. The indemnification provided above shall obligate the CONTRACTOR to defend at their own expense or to provide for such defense, at the OWNER'S option, any and all claims of liability and all suits and actions of every name and description that may be brought against the OWNER which may result from the operations and activities under this Contract whether the construction operations be performed by the CONTRACTOR, their subcontractor or by anyone directly or indirectly employed by either. The obligations of the CONTRACTOR under paragraph 5 shall not extend to the liability of the OWNER, its agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions to the CONTRACTOR, its agents or employees provided such giving or failure to give is the primary cause of injury or damage.

6. **PERMITS & FEES:**

There are no known Permits or Fees associated with this Contract or the performance thereof.

7. **LICENSING REQUIREMENTS:**

In order to be considered a responsible bidder for the scope of work set forth in these bid documents, the bidder shall possess at least one of the following license(s) at the time of bid submittal:

State of Florida Certified Land Surveyor

(Certificate of Authorization from the Florida Department of Business and Professional Regulation certifying the firm operates as a surveying business)

State of Florida Registered Professional Engineer

(Certificate of Authorization from the Florida Department of Business and Professional Regulation certifying the firm operates as an engineering business)

Bidders must submit proof of valid registration in the above license category (ies) with their bid submittal. Failure to include the required proof of registration with the bid submittal will result in the bid being rejected for non-responsiveness.

LOCATE / MARK UNDERGROUND FACILITIES

8. **OCCUPATIONAL LICENSE REQUIREMENTS:**

Occupational license will be required pursuant to Chapter 205.065 Florida Statutes.

9. **BID GUARANTY:**

All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies or by cash, money order, certified check, cashier's check, original irrevocable letter of credit, (Attachment "B") treasurer's check or bank draft of any national or state bank (United States), in an amount equal to five (5) percent of the total bid price, payable to the Owner and conditioned upon the successful Bidder executing the Contract and providing the Performance and Payment Guaranty and evidence of insurance within five (5) calendar days after notification of intent to award of the Contract. A personal check or a company check of a Bidder shall not be deemed a valid bid guaranty. Guaranty of the successful Bidder shall be forfeited to the Owner not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract. IMPORTANT– Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and authorized to transact business in the State where the project is located.

10. **PAYMENT:**

A Blanket Purchase Order will be issued to the successful bidder after award and after receipt of the documents specified herein. Final payment and release of any and all retainage will be paid in full upon completion of all requirements.

10.1 Partial Payments shall only be made upon approval of the CONTRACTOR'S Application for Payment showing work performed and completed:

10.1.2 Payments shall be based on the unit quantities completed within the billing period (Unit Quantity X Unit Price = Item Total, the sum of all item totals will equate to the payment amount due for the billing cycle).

10.2 Less and repair and/or replacement of faulty or defective Work.

10.3 The OWNER is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the OWNER might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the OWNER.

10.4 Back-up documentation of quantities billed to Owner, either in printed form or electronic media.

11. **PERMITS AND FEES: (FOR AGENCIES OTHER THAN OWNER)**

The CONTRACTOR shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. The cost of all permits, fees, etc. shall be included in price bid except where noted in the specifications and requirements.

LOCATE / MARK UNDERGROUND FACILITIES

12. **SUBCONTRACTING:**

After award and prior to start of construction, the CONTRACTOR shall submit a listing of all subcontractors, if any, and the portion of the Contract they will perform. If subcontractors are stated, this does not relieve the CONTRACTOR from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract.

The Prime Contractor shall complete not less than **75%** of the work associated with this Contract.

13. **CODE REQUIREMENTS:**

The CONTRACTOR and his subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. CONTRACTOR shall ask for and receive any required inspections.

Location and designation of subsurface facilities shall be performed in accordance with ASCE 38-02, Florida Statute 556 & 337 and applicable subsections, APWA / ULCC accepted marking codes and practices.

14. **CONTRACTOR RESPONSIBILITIES:**

The CONTRACTOR will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in his Bid. The CONTRACTOR is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his own manufacture.

15. **DRUG-FREE WORKPLACE CERTIFICATION:**

Award will be made only to firms certifying the establishment of a drug free workplace. The Drug Free Workplace Certification (Attachment "D") must be furnished to this office prior to an award being made. Failure to provide this certification will render your office unqualified and ineligible for award.

16. **EQUAL EMPLOYMENT OPPORTUNITY:**

The language below supersedes the title and language in Section 00800 of CAF 9/28/93, Page 126 and 127, Paragraph 53 A Equal Employment Opportunity: Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act A SECOND PARTY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SECOND PARTY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by OWNER, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

In addition, SECOND PARTY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

SECOND PARTY= decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 162) in performing any services pursuant to this Agreement.

LOCATE / MARK UNDERGROUND FACILITIES

17. **NON-COLLUSION STATEMENT:**

By signing this offer, the vendor certifies that this offer is made independently and free from collusion. Vendor shall disclose below, to their best knowledge, any known relation to or with the Owner's officers or employees, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Fla. Stat. (1989), who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Owner officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than five (5) percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Procurement Code.

NAME RELATIONSHIPS:

In the event the vendor does not indicate any names, the Owner shall interpret this to mean that the vendor has indicated that no such relationships exist. N/A

LOCATE / MARK UNDERGROUND FACILITIES

TO: Owner

All blanks have been filled in, BID SHEET is attached to the completed "Invitation For Bid" and returned herewith. In accordance with all terms, conditions, specifications and requirements, the bidder offers the following:

Item #	Estimated Annual Quantity	Unit	Description of Service	Unit Price	Item Total
1	<u>5,000.00</u>	EA	Standard Locate and mark ALL City Owned Facilities the Area Specified in the SSOCOF Ticket, or White Lined by Excavator. See Attachment "C" - Standard Locate	_____	_____
2	<u>500.00</u>	EA	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Attachment "C" - GPR Locates	_____	_____
3	<u>100.00</u>	EA	Locate with Vacuum Digging (POT-HOLING) and Mark Owned Facility. See Attachment "C" - Potholing.	_____	_____
4	<u>100.00</u>	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Attachment "C" - Placement of Electronic Markers.	_____	_____
5	<u>200.00</u>	EA	The taking of GPS coordinates utilizing sub-meter equipment. See Attachment "C" - GPS Coordinates.	_____	_____

LOCATE / MARK UNDERGROUND FACILITIES

6	<u>10.00</u>	EA	Emergency – Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Attachment "C" - Emergency Locates.	_____	_____
7	<u>5,000.00</u>	EA	Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call.	_____	_____
8	<u>6,750.00</u>	EA	Screened and Cleared Tickets. Receive Request to locate ticket from SSOCOF, screen and clear for "out of area" etc. See Attachment "C" Screen & Clear Tickets.	_____	_____
9	<u>1.00</u>	SF	Perform Three-Dimensional Radar Services for small surface area at least 1000 SF to a maximum of 5000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (small area).	_____	_____
10	<u>1.00</u>	SF	Perform Three-Dimensional Radar Services for medium surface area at least 5001 SF to a maximum of 25000 SF. Price per SF. See Attachment "C" - Three-Dimensional Radar Services (medium area).	_____	_____
11	<u>1.00</u>	SF	Perform Three-Dimensional Radar Services for large surface area at least 25001 SF and greater. Price per SF. See Attachment "C" - Three- Dimensional Radar Services (large area).	_____	_____
Subtotal for 1st Year Usage				_____	_____
Subtotal for 2nd Year Usage				_____	_____
Total for 3 Year Usage				_____	_____

LOCATE / MARK UNDERGROUND FACILITIES

Jobsite visitation is strongly recommended; submission of a Bid will be construed that the Bidder is acquainted sufficiently with the work to be performed.

Delivery requirements will be identified in each Purchase Order issued against this contract.

Acknowledgment is hereby made of the following Addenda or Amendments (identified by number) received since issuance of this bid:

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

By signing this bid sheet the firm is agreeing to the terms and conditions of the Invitation for Bid.

LOCATE / MARK UNDERGROUND FACILITIES

In accordance with "Special Instructions to Bidder" indicate if an exception to insurance requirements is being requested. Be specific and state reason:

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM OWNER? YES NO

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICE, TERMS AND CONDITIONS TO OTHER GOVERNMENTS LOCATED IN BROWARD COUNTY DURING THE PERIOD COVERED BY THIS CONTRACT, IF REQUESTED.

YES NO

WILL THIS PRICING BE EXTENDED TO OTHER GOVERNMENTS LOCATED IN DADE OR PALM BEACH COUNTIES?

YES NO

OTHER GOVERNMENTS LOCATED WITHIN THE STATE OF FLORIDA? YES NO

ACKNOWLEDGMENT IS HEREBY MADE OF THE FOLLOWING ADDENDA OR AMENDMENTS (IDENTIFIED BY NUMBER) RECEIVED SINCE ISSUANCE OF THIS BID:

Email Address: _____

Cellular #: _____

Federal Tax ID #: _____

Remit Address: _____

NOTICES TO BIDDER:

1. Please check the Federal Employer's Identification Number (FEIN) and other information on the face of the invitation for Bid/Bidder Acknowledgment Form (IFB) and MAKE APPROPRIATE CORRECTIONS ON THE IFB.
2. IF THE OWNER DOES NOT HAVE THE CORRECT INFORMATION, PAYMENTS CANNOT BE MADE TO YOUR FIRM
3. BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

LOCATE / MARK UNDERGROUND FACILITIES

ATTACHMENT "A" SPECIFICATIONS AND REQUIREMENTS

DUTIES AND RESPONSIBILITIES OF CONTRACTOR.

- A. Provide sufficient qualified staff, office and field equipment (computer communications equipment) compatible with and capable of interfacing with the One Call Ticket Management System and Software.
- B. The Contractor shall in addition to the use of Owner provided hard copy prints; may utilize digital Facility plans (GIS), if available, as a source of information for their field technicians.
- C. Their field personnel shall be equipped with laptops or other suitable portable electronic equipment capable of managing information in digital format. Such equipment shall be capable of direct wireless access to ticket management and information systems and shall be capable of receiving immediate notification of "Emergency" locate requests. Such equipment shall further utilize wireless cellular modems and be capable of receiving direct email and/or dispatch from the Owner. The field personnel shall be capable of receiving and displaying electronic data in the form of CADD drawings, maps, atlases or GIS databases and shall utilize said information when and where possible for the purpose of conducting facility locations.
- D. The Contractor will store and safeguard all Owner provided location maps or records made available for locating purposes in a clean dry area in their facility. The Owner shall provide the contractor, if available or applicable, with computerized GIS application containing a database of all known Owner maintained facilities and underground structures (where and if applicable). To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the Owner. The contractor understands that the maps furnished by the Owner shall be the approximate general location of Owner's buried facilities and that accuracy is not guaranteed. In areas where Owner's maps/GIS do not show underground systems and underground systems do exist, the Contractor/Locator will not be held responsible. Where Owner's maps do show underground systems, the contractor will be responsible for locates as described in this contract. The contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate site.
- E. The Contractor will maintain records appropriate to support invoicing and recording requirements set forth in this contract. The contractor agrees to the records retention period also set forth in said contract.
- F. The Contractor will be responsible for making arrangements with all excavators for locate requests. All locate requests shall be processed within two business days, emergencies within two (2) hours and all excavators requiring a meeting shall be called as soon as possible. Meets are required only when the extent and location of an excavation is undeterminable from written or verbal communications, or when requested by the contract administrator.
- G. Request to Locate: A request to locate ticket will include any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation. The actual locate of 500 feet shall be limited to a single street, center line of street or right of way line, inclusive of both sides of the street and shall include any intersections, and up to fifty (50) feet in either direction of the intersections. When a Request to Locate is determined to be in excess of the 500-Foot limit, at the Locating contractor's discretion, The Excavation Site Contractor will be contacted in order for New Sunshine State One Call Ticket to be generated. Tickets will be billed in increments of 500 LF.

LOCATE / MARK UNDERGROUND FACILITIES

- H. Each locate request shall require a field visit to the Excavation site by the Contractor, and a visual examination must be made to determine if the conflict exists between the Owner's facilities and the proposed Excavation. All utility locates being performed on concrete or asphalt surfaces shall be marked with the appropriate color paint, and utilities locates being performed in dirt or grassy areas will be marked with the appropriate color flags.
- I. Emergency Locates: A request to locate sunshine state one call ticket received after the normal eight hour work day or during weekends and holidays; when conditions exists and cannot wait until the next normal work day. All emergency Locate requests shall be responded to in two hours or less. Response shall consist of presence at the locate request site, with necessary appropriate equipment and personnel for the specific request
- J. Those locations where field visits indicate no underground facilities exists, should be so coded W/No Conflict in paint, to show the Contractor has visited the site, if excavation is white-lined pursuant to statute.
- K. The Contractor will investigate all incidents of buried facility damage when the Locate accuracy or lack of Locate accuracy is suspect or questionable and will submit to the Owner a written report of said investigation within seven (7) calendar days following the actual damage notification. The Contractor will maintain a copy of such written reports for period of (3) years. Upon the request, the Contractor will give testimonial support in cases deemed necessary by the Owner.
- L. The Contractor must use equipment and technology current at the time of award and every means necessary to locate and mark the Owner's underground systems. All Locating equipment or devices being used by the Contractor are subject to the Owner's approval prior to or during the execution of this contract.
- M. The Contractor shall promptly notify the Owner in writing, of any discrepancies or omissions in any of the Owner's records, or other information provided to the Contractor by the Owner.
- N. Contractor's locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record keeping requirements necessary to perform the Locating and marking task. They shall represent the Contractor in a courteous and professional manner at all times. The Contractor agrees to take appropriate corrective measures in any situation where personnel are deemed unsatisfactory by the Owner, in accordance with recommendations made by the Contract Administrator.
- O. If for any reason, except for incorrect Facility location information, the excavating contractor damages Owner's utilities, they shall be responsible for the cost to repair. Should the damage be due to disinformation or misinformation on the part of the locating contractor, the locating contractor shall be responsible for repair costs. In the event that neither the excavating contractor or the locating contractor accept responsibility for such damage, the Owner shall make or cause to be made the required repairs, and submit a bill of all related costs to the contractor the Owner determines to be responsible.
- P. Guidelines for marking of underground facilities shall be as follows: markings shall include a tolerance zone consisting of three markings. The first mark shall be made along the horizontal route from the center line of the underground facilities. The other two marks shall be perpendicular to the first marking at a distance of twenty four inches plus one half the diameter of the underground facility.

LOCATE / MARK UNDERGROUND FACILITIES

- Q. Receive and record Locate requests from Sunshine State One Call during Business Days and during the office hours of the Owner (8:00 a.m. through 5:00 p.m. on business days).
- R. All locates will require the taking of digital photos to record the site conditions and placement of surface markings. Digital photos shall be directly correlated to the locate ticket for which they are taken and shall be permanently referenced to the ticket either by actual photo, or sequenced serial numbering. A minimum of three (3) photos per ticket is required.
- S. Provide additional services such as site surveillance and maintenance of marks and stakes if specifically requested to do so by the Owner. Prior to the Contractor's commencement of the additional services, the Owner must specifically approve such additional services and the costs charged will be negotiated as needed.
- T. Any other provisions of this Contract to the contrary notwithstanding, the Contractor reserves the right to decline any Locate Requests for site surveys, locating marking services in areas which the Contractor deems impractical to serve because of distance, inaccessibility or other considerations.
- U. The Contractor shall have the capability to take G.P.S. Coordinates with their own staff. The G.P.S. Coordinates are to be the State Plane System (NAD 83) and the readings are to have an accuracy rate for the utilities in the Sub-Meter Accuracy range. For a vacuum excavation, a single G.P.S. locate for each underground utility shall be performed. When excavations traverse an area up to the 500 foot limit a set of two G.P.S. points shall be performed establishing a straight line. In no instance shall the Locating Contractor be required to perform more than (6) six G.P.S. locates per Request to Locate. Data obtained in performing this unit shall be compiled in electronic format. Twice a year, it shall be required by the Contractor, to provide a data CD-ROM of any GPS coordinates taken on Owner's facilities.
- V. For every Sunshine One Call Ticket received-One Standard Locate Fee shall be Charged for every 500' increment, or portion thereof, located in conjunction with the request-irrespective of quantity or types of Owner Owned underground infrastructure identified.

RECORD KEEPING, REPORTING, AND INVOICING

- A. The Contractor shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. Contractor must provide Owner with access to the ticket management system for the purpose of evaluating Contractor performance.
- B. The Contractor agrees to maintain records to support all work performed and all items billed to the Owner and shall retain all such records for a period of three (3) years.
- C. The Contractor must retain all Digital files, or other written messages for Locate requests for three (3) years. Any verbal requests for Locates or other items of work not followed by a Teletype message will be recorded and retained also.
- D. The Owner may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.
- E. The Contractor shall prepare a written report of all investigations of incidents or damages concerning accuracy of the Locate or Locates including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after reported marking error.

LOCATE / MARK UNDERGROUND FACILITIES

RECORD KEEPING, REPORTING, AND INVOICING (continued)

- F. Ordinarily emergency locate request shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as a facsimile unless otherwise dictated due to circumstances beyond the control of the Owner.
- G. Invoicing by the Contactor shall be performed on a monthly basis and will include the following:
1. The Purchase Order Number.
 2. The period during which the services were performed (the Billing Period).
 3. The total number of Locate Requests received.
 4. A detailed line analysis displaying the Unit Description-from the Bid Items-quantity of services performed, unit cost, and total line cost.
- H. The monthly report to accompany and support the invoice will include and itemized tabulation which shows the following information with respect to each locate request the Contractor received:
1. Ticket Number.
 2. Locate Date.
 3. Type of Request.
 4. Disposition of Request
 5. Equipment/Methodology used to perform locate, i.e., GPR, EM, Vacuum Excavation
- I. In the event of a locate assignment which is not completed, the Owner shall not pay for the relocate.

DEFINITIONS

1. **"Business Day":**
Any day other than Saturday, Sunday or any legal federal, state or local holiday.
2. **"Excavation":**
Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line).
3. **"Excavation Site":**
The area where an Excavator intends to perform, or actually performs Excavation.
4. **"Excavator":**
Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Underground Facilities.
5. **"Excavator Notification":**
Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.
6. **"Facility Owner":**
The owner of a specific Underground Facility.

LOCATE / MARK UNDERGROUND FACILITIES

7. **"Identified, But Unlocatable":**
An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in Attachment A). Alternate methods such as GPR or Vacuum Excavation must be used to obtain the accurate position of the facility. GPS readings will be taken to provide future reference of the facility location.
8. **"Locatable Underground Facility":**
An Underground Facility which can be field marked with Reasonable Accuracy (as defined in Attachment A) by using devices capable of identifying and locating underground facilities within the required range of accuracy, or by use of Owner provided Maps, Records, and GIS.
9. **"Locate Request":**
Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.
10. **"Locate with Three-Dimensional Radar Technologies"**
A subset of patented technologies recognized as "GPiR" Systems, Ground Penetrating Imaging Radar capable of providing detailed three-dimensional subsurface images. GPiR technologies have been tested and utilized for more than ten-years in surveys in major cities of the US and Europe. These systems utilize a highly-efficient GPR array which can be towed or pushed by a vehicle or similar equipment at speeds of 1 to 3 km/h.

These systems rely on precise geometry control provided by a self-tracking laser theodolite or GPS (global positioning system). As the GPiR array moves along the ground, the system records the geometry data independently from the radar data and merges the two data streams using information provided by an internal trigger wheel that controls firing of the radar antennas. As part of standard GPiR surveys, the service provider also performs and provides a map of surface features such as curbs, manholes, valve covers, fire hydrants and light posts to provide a reference map for the final 3D radar images.

3D GPiR images clearly show the shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. GPiR images also contain information about the material composition of buried structures (metal vs. plastic), approximate size, and soil conditions. Special patented image processing software is used to extract and highlight utility lines and conduits.
11. **"Locate with Vacuum Digging"**
When Standard Locates techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error, soft digging until the Facility is exposed. Soft Digging can also be used when the invert elevation of a Facility is required.
12. **"Locates with Ground Penetrating Radar (GPR)":**
GPR technology allows location of underground utilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground utilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates. As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.
13. **"Marking":**
The use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line in accordance with current marking standards of the American Public Works Association to show the field locations of Underground Facilities with Reasonable Accuracy (as defined in Attachment A).
14. **"Reasonable Accuracy":**
Locating the approximate horizontal location of an Underground Facility (as defined in Attachment A) to the specifications required by applicable law. By definition a tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions on both sides of an Underground Facility.

LOCATE / MARK UNDERGROUND FACILITIES

15. **“Standard Locate”:**

Most of the locates are “standard” and can be defined as those locates that can be done with the use of radio frequency (RF) locators, and/or based on the accurate information provided in the facility system plans, GIS, and/or guided by superficial facility components such as valves, hydrants, manholes, and others.

15a. **“Standard Locate- Street Illumination Lighting”:**

Most of the locates are “standard” and can be defined as those locates that can be done with the use of conductive radio frequency (RF) locators, and/or based on the accurate information provided in the facility system plans, GIS, and/or guided by superficial facility components such to include but not limited to: electrical conduit, optical cable, electrical junction boxes, communications cable, sign control panels, electrical switches and relays.

15b. **“Standard Locates Needs to be met by one or more of the following conditions:**

- Facility made of conductive material
- Facility is nonconductive material but includes a toneable tracer wire.
- Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence.

Most of the locates are “standard” and can be defined as those locates that can be done with the use of Inductive Radio Frequency (RF) locators, and/or based on the accurate information provided in the facility system plans, GIS, and/or guided by superficial facility components to include but not limited to:

- Forcemains
- Hydrants
- Irrigation pumps and electrical supply for medians
- Potable water pipe
- Pump stations and electrical supply
- Sanitary sewers
- Storm drainage pipe
- Storm sewers
- Valves and manholes

16. **"Sunshine State One Call of Florida SSOCOF or Sunshine 811"**

The State of Florida service by which an excavator can notify Facility companies of proposed Excavation and request field marking of Underground Facilities.

17. **"Underground Facility":**

Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water electronic communications.

LOCATE / MARK UNDERGROUND FACILITIES

ATTACHMENT "B"

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

-----as

(Print full name and address or legal title of Contractor) Principal,

and _____

(Print full name and address of Surety Company)

as surety, who is duly licensed to act as surety in the State of Florida, are held and firmly bound unto_

(Print full name and address or legal title of Owner)

as Obligee, in the sum of _____ DOLLARS, (\$_____.00) lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this ____ day of _____ 20__.

WHEREAS, the said Principal is herewith submitting a bid for

Locating & Marking Underground Utilities

Town of Pembroke Park, 3150 S.W. 52nd Avenue, Pembroke Park, Florida 33023

and the Principal desires to file this bid bond in lieu of making the cash deposit.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the Principal shall be awarded the contract for which the Bid is submitted and shall, within ten (10) working days from Principal's receipt of the contract agreement, execute the contract and give bond or bonds for the faithful performance and for the prompt payment of labor and material furnished thereof, then this obligation shall be null and void; but if the Principal fails to so execute such contract and give performance and payment bonds as required by Invitation To Bid and Owner's Contract Documents, the surety shall, upon demand, forthwith pay to the Obligee the amount set forth in the first paragraph hereof.

_____(SEAL)

_____(SEAL)

_____(SEAL)

LOCATE / MARK UNDERGROUND FACILITIES

ATTACHMENT "C" BID ITEM DESCRIPTION

1. **Standard Locate:**
 - i. Receive SSOCOF Request to Locate Ticket, travel to requested site and perform facility locate utilizing standard RF electromagnetic instrument (such as MetroTech, Radio Detection, Pipehorn) to ascertain the horizontal position of the Owner's buried facilities. The subject facilities must be toneable (conductive or able to carry a tone frequency via a conductive element).
 - ii. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of Owner facilities with 24" from the outside diameter of the facility in accordance with FS 556.
 - iii. Complete online ticket response utilizing proper response codes in accordance with FS 556.
 - iv. Standard Locate consists of all Owner facilities with a 500 LF area, irrespective of width or number of facilities. Contractor will be paid one Standard Locate Unit Fee for every 500 LF increment, or portion thereof, located in accordance with the SSOCOF Request to Locate Ticket.

2. **Locate with GPR:**
 - i. Upon determination that an Owner's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire). Ground Penetrating Radar shall be used to accurately locate and mark the facility. Facilities consisting of plastic, PVC, HDPE, clay, wood, transite, ACP, PE, Orangeburg, Corrugated Paper, fiber optic or concrete, are non-conductive. Such facilities are therefore non-toneable and "invisible" to standard RF electromagnetic instruments. GPR will be used to locate these facility types.
 - ii. Using appropriate color marking paint or temporary flags (in accordance with APWA/ULCC/FS 556), mark horizontal position of Owner facilities with 24" from the outside diameter of the facility in accordance with FS 556.
 - iii. Locate with GPR consists of all Owner facilities within the SSOCOF Request to Locate Ticket. One unit quantity of GPR Locate will be paid for use of the GPR system in conjunction with a Standard Locate.

3. **Locate with Vacuum Excavation:**
 - i. Upon determination that an Owner's facility is non-toneable (non-conductive or lacking a conductive element such as a tracer wire), or is toneable but does not return a readable signal and Ground Penetrating Radar has proven ineffective in locating the subject facility or facilities, Vacuum Excavation shall be used to accurately locate and mark the facility.
 - ii. Coordinate with utility agency/owners as required by FS 556.
 - iii. Identify all utility owners in the assigned area.
 - iv. Neatly cut and remove existing paving.
 1. Cut area not to exceed 225 square inches.
 2. Excavate using a method enabling vertical as well as horizontal exploration through this cut.
 - v. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, or other protective coverings, such as by a vacuum excavation method, hand digging, etc.
 - vi. Be responsible for any damage to the utility during excavation of same. Provide a visual survey marker. This marker shall be placed directly over (plumb to) the centerline or edge of the utility as appropriate. The marker shall represent the true horizontal location of the utility. The contractor shall be liable for the actual cover from the utility to the survey marker. The consultant shall also be responsible for recording the location of the survey marker (utility) as appropriate and recording that information on the test hole report.
 - vii. Provide a permanent restoration of the pavement within the limits of the original cut at the time of backfill. In the event the test hole is excavated in an area other than the roadway pavement, the area disturbed shall be restored to the condition prior to the excavation.
 - viii. Provide all traffic control, labor and equipment.
 - ix. Collect GPS Coordinate location of test hole in accordance with bid item 5.

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- x. Vacuum Locate consists of locating the Owner's facility or facilities within a specified area. One unit quantity for Vacuum Excavation will be paid for each test hole location performed.
 - xi. For each test hole location performed, the contract shall record the GPS coordinate in State Plane Coordinates (NAD83) and will be paid one unit quantity for each GPS Coordinate taken. (See bid item 5).
4. **Placement of Electronic Markers:**
- i. When the Owner desires a lasting means of locating a facility in the future, a passive electronic marker shall be placed through means of vacuum excavation.
 - ii. The passive electronic marker shall consist of a MetroTech Metro Mark series MM-16X, or approved equal. The Contractor will furnish and provide the passive electronic markers.
 - iii. The passive electronic markers shall be of the proper frequency for the facility located and shall be tested to ensure detectability.
 - iv. Placement of Electronic Markers consists of placement of one electronic marker for each utility excavated by means of vacuum excavation. The contractor will be paid one unit quantity for each marker placed.
5. **Taking and Recording GPS Coordinates:**
- i. In order to improve the quality of recorded subsurface utility data and when the Owner desires to ensure future locateability of the Owner's facilities, the taking of GPS coordinates shall be utilized.
 - ii. The Contractor will collect one GPS Coordinate, in State Plane format (NAD83), for each vacuum excavation performed and/or for each facility located by means of vacuum excavation. GPS Coordinates shall be in the sub-meter accuracy range.
 - iii. GPS coordinates may be taken, at the Owner's direction, on or over facilities located by means of GPR, in order to improve the quality and reliability of utility maps and/or GIS Systems.
 - iv. The contractor shall obtain GPS coordinates in accordance with this specification, by placing the device directly over the located facility and requesting a reading. The GPS equipment utilized shall be capable of recording coordinates in State Plane (NAD83) format, and with accuracies equal to, or better than 1 meter.
 - v. Taking and Recording of GPS Coordinates consists of collection and permanent recording of sub-meter GPS Coordinates for each facility located or requested. The Contractor will be paid one unit quantity for each GPS Coordinate taken and recorded. The Contractor will be required to deliver GPS coordinates to the Owner in printed and electronic format (raw ASCII format), no less than twice per calendar year, or at intervals mandated by the Owner.
6. **Emergency Standard Locate:**
- i. Emergency Standard Locates are performed outside normal business hours, on holidays or weekends. Standard business hours are Monday through Friday from 8:00AM until 5:00PM.
 - ii. Responses requested outside of normal business hours shall be considered Emergency Standard Locates.
 - iii. The Contractor shall respond to Emergency Standard Locates within two (2) hours of receiving notification.
 - iv. The Contractor shall perform Standard Locates on Owner facilities within the designated area detailed in the Emergency Request. Normal rates will apply in the event GPR is required during an Emergency Locate.
 - v. Emergency Standard Locate consists of all Owner facilities with a 500 LF area, irrespective of width or number of facilities. Contractor will be paid one Emergency Standard Locate Unit Fee for every 500 LF increment, or portion thereof, located in accordance with the SSOCOF Emergency Request to Locate Ticket, outside of normal business hours.
7. **Electronic Ticket Management:**
- i. In order to ensure compliance with SSOCOF codes, requests, responses and FS 556, the Contractor shall utilize an Electronic Ticket Management System. The Electronic Ticket Management System shall be Digtrack, as deployed by Bytronics, Inc or approved equal.
 - ii. The Electronic Ticket Management System shall be capable of receiving Request to Locate Tickets from SSOCOF and routing said tickets to the specific locator(s) responsible for the

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- Owner's service area. The system shall be capable of displaying the Request to Locate Ticket on the locator's portable computer, providing the full ticket information including the ticket requestor and all legally required information from SSOCOF.
- iii. The system shall be capable of recording or attaching digital photos/images taken of the locate markings and associating said images directly to the locate ticket for future retrieval or reference. Such attachment shall be permanent and shall be provided as attachments to the year-end CD-ROM accumulation of tickets.
 - iv. The system shall be capable of recording the precise time of ticket receipt, process, progress and close-out as well as providing the ability for the locator to electronically respond and close the request utilizing the codes for response established by SSOCOF.
 - v. The system shall generate the necessary Positive Response to the One Call Center and transmit the proper close codes as mandated by SSOCOF and FS 556.
 - vi. The system shall be capable of remote access by the Owner, for screening, review and searching of tickets received within the Owner's service area.
 - vii. The system shall be capable of providing, at least once per calendar year, a CD-ROM containing all Request to Locate tickets, responses and dispositions for each ticket received within the Owner's service area. The CD-ROM will be provided to the Owner by the end of the first quarter of each calendar year.
 - viii. Payment for Electronic Ticket Management shall be made at the rate of one unit quantity for each ticket received for the Owners SSOCOF Member Service Code. The Owner shall be directly responsible to SSOCOF for any fees charged by SSOCOF for ticket receipt, dispatch and handling.
 - ix. The Owner shall receive with each invoice for payment, a report containing a listing of all tickets dispatched and received for the Owner's Member Service Code. The report shall contain each individual ticket number as well as the date and time received and the disposition code associated with each ticket. The Owner shall receive two copies of said report with each application for payment.
8. **Screened and Cleared Tickets:**
- i. Since the SSOCOF is an imperfect system, the Owner may receive Request to Locate tickets that are technically outside the Owner's Member Service Area, or outside the Owner's legal responsibility to provide services such as; private or commercial property outside of the public rights-of-way.
 - ii. And, since all tickets received by the Owner or his designate are required to receive a response, there shall be a means by which the Contractor can screen, review and respond to such requests.
 - iii. Request to Locate tickets received by the Contractor and determined to be outside the Owner's Member Service Area, or determined to be outside the legal response requirements, shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable close code.
 - iv. Such a response by the Contractor is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.
 - v. Payment for this item shall be made at one unit quantity for each SSOCOF screened and cleared without need of physical response to the site.

Three-Dimensional Radar Services (GPiR) General Notes:

- i. GPiR is generally used for purposes of design and does not provide a real-time output. GPiR data must be processed into 3D imagery using sophisticated software and computer systems.
- ii. GPiR is utilized for scanning congruent areas and providing a 3D image of the scanned area.
- iii. GPiR requires the establishment of a survey baseline from which the system is tracked via a survey instrument to produce geospatially accurate location of the subsurface data.

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- iv. The collected GPiR data is processed into 3D images and plotted in various CADD formats (Owner specified) for use in design or GIS applications.
 - v. Deliverables from the use of GPiR include CADD files, JPEG image slices, Quick Time or AVI movies of slice imagery, PDF files of CADD work, a suggested exploratory excavation sheet and an analysis of the area imaged.
 - vi. The final GPiR output can be certified by a Professional Surveyor as to the accuracy of the imaged area and the position of the facilities imaged within.
 - vii. GPiR is quantified by the square foot of surface area imaged. Payment for GPiR services will be made on a per square foot basis. The cost per square foot includes performing survey baseline establishment, transportation of equipment and personnel to the project site, collection of radar image data, processing of image data and compilation into CADD deliverables including, certification by a registered surveyor.
9. **Three-Dimensional Radar Services (GPiR) (small area)**
- i. This line item is used for GPiR scanning of areas at least 1,000 square feet in size to a maximum of 5,000 square feet in size. See general notes and description of services above.
10. **Three-Dimensional Radar Services (GPiR) (medium area)**
- i. This line item is used for GPiR scanning of areas at least 5,001 square feet in size to a maximum of 2,500 square feet in size. See general notes and description of services above.
11. **Three-Dimensional Radar Services (GPiR) (large area)**
- i. This line item is used for GPiR scanning of areas at least 25,001 square feet and greater in size. See general notes and description of services above.

End Attachment "C"

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ATTACHMENT "D"
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
(2) Establishing a continuing drug-free awareness program to inform its employees about:
(i) The dangers of drug abuse in the workplace;
(ii) The offeror's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
(4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
(i) Abide by the terms of the statement; and
(ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
(5) Notifying Owner in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
(6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
(i) Taking appropriate personnel action against such employee, up to and including termination; or
(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
(7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Print Vendor Name)

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this day of , 2016,

By

(Name of person who's signature is being notarized)

As OF (Title)
(Name of Corporation/Company)

known to me to be the person described herein, or who produced as identification, and who did/did not take an oath. (Type of Identification)

NOTARY PUBLIC:

(Signature)

(Print Name) My commission expires:

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SECTION "E" AT-FAULT DAMAGE HISTORY

Bidders shall submit with their bid documents, a complete listing of all "At-Fault" facility damages within the past twenty-four (24) months and the current disposition of the incident(s) (i.e., settled, disputed, subject of litigation).

The "At-Fault" damage history information shall include at a minimum, the following information;

1. Name of Utility Owner Agency
2. Specific Contact Information for person or persons familiar with the incident including current contact number and business address
3. Type of Facility Damaged
4. Date of Incident
5. Actual or Estimated Dollar Amount of Damages
6. Time to Repair or Restore
7. Number of Customers Affected (approximate)
8. Root Cause of Damage (i.e., unmarked, mis-marked)
9. Information as to any supplemental or third party claims associated with damage incident
10. Excavator Down Time Associated with incident
11. Status or Disposition of Damage Incident

Bidders shall further indicate the timeliness of the damage resolution. Bidders shall indicate the date the damage incident occurred and the date of final resolution (payment, repair, agreement).

The above information shall be submitted with Bidder's Proposal. Failure to submit this information will result in Bidder being found Non-Responsive.

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Section "F"
Client Reference Form

Client: _____

Contact Name: _____

Contact Address: _____

Contact Phone: _____ Contact Fax: _____

Contact Email Address: _____

Specific Work Performed: _____

Period of Performance: From: _____ To: _____

Contract Value: _____

At-Fault Damages?: _____ Yes (if Yes, details Below) _____ No

All Damage Issues Settled?: _____ Yes _____ No (if No, Detail below)

Information will be verified with Reference. Failure to provide above information or falsifying any information will result in disqualification and rejection of your bid package as non-responsive.