

## **ADVERTISEMENT FOR BIDS**

The City of Cooper City will receive sealed bids at the Office of the City Clerk, City of Cooper City, 9090 SW 50th Place, Cooper City, FL 33328 until 3:00 PM (EST), Tuesday, April 7, 2015, at which time they will be opened and read aloud for:

### **Locate/Mark Underground Utilities *BID #2015-5-UTL***

The Scope of Work is generally described as a contract to obtain a company to locate and mark the underground utilities of the City of Cooper City, when a ticket is generated by Sunshine State One Call of Florida. Please see the detailed specifications of this solicitation for further details.

Bids must be received no later than 3:00 PM (EST), Tuesday, April 7, 2015. The outside of the envelope or box containing **ONE (1) UNBOUND ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY (flash drive or CD/DVD) of the bid must clearly state “BID 2015-5-UTL, Locate/Mark Underground Utilities”**. Late submittals will not be accepted.

The City of Cooper City reserves the right, for any reason, to reject any and all bids, to waive any informality, irregularity or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interests of the City.

Pursuant to Section 1.13 of the Invitation to Bid, public notice is hereby given that a “Cone of Silence” is imposed concerning this City’s competitive purchasing process, which generally prohibits communications concerning the bid from the time of advertisement until the beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence”.

Please see the detailed specifications of this solicitation for further details.

CITY OF COOPER CITY  
Susan Poling, City Clerk

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Please publish ONE (1) time on:

Wednesday, March 18, 2015

Please send bill and proof of publication to:

City Clerk  
P.O. Box 290910  
Cooper City, FL 33329-0910



## CITY OF COOPER CITY, FLORIDA

# Invitation to Bid

### Locate/Mark Underground Utilities Bid #2015-5-UTL

Bids Due:  
Tuesday, April 7, 2015

For information contact:

Kerri Anne Fisher  
Purchasing Agent  
9090 SW 50<sup>th</sup> Place  
Cooper City, FL 33328  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

**Date Issued:** Wednesday, March 18, 2015

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## **Section 1**

### **INVITATION TO BID**

#### **1.1 PURPOSE:**

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below for Valve Exercising & Assessment Program as listed and specified herein and on the Bid Form which is and does become a part of this Bid.

#### **1.2 DUE DATE:**

- A) All bids are due no later than 3:00 PM (EST), Thursday, April 7, 2015 or any time prior thereto at the City Clerk's office located at 9090 SW 50 Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the City Hall Auditorium, on the date and at the time specified. All bids received after that time shall be returned to the Bidder.
- B) Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached Invitation to Bid, General & Special Conditions, Technical Specifications and Bid Form.
- C) The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title. Telegraphic, facsimile and email bids will not be accepted.
- D) Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.
- E) The City encourages early submittal of bids. Late bids shall be rejected.

**1.3 PRE-BID MEETING:** There is no pre-bid conference or site visit scheduled at this time. However, it is the sole responsibility of the Proposer to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a Proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials and labor required.

#### **1.4 TERM OF CONTRACT:**

- A) **Contract Term:** The initial Contract period shall start on the date of award and shall terminate three (3) years from that date. The City may renew this Contract for up to two (2) consecutive one-year periods, subject to vendor acceptance, satisfactory performance, and best interest of the Owner

- B) It is requested that bidders quote a fixed price that will be guaranteed to the City for period of 60 days, commencing on the date of the Bid opening.
- C) The successful Bidder shall enter into a contract with the City for the performance of the work. The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney. In most cases, the awarded bid will become the Contract.

**1.5 PROJECT LOCATION:**

The locations of the work proposed under this contract will be within the municipality of the City of Cooper City, Broward County, Florida at the various locations throughout the City.

**1.6 BID SCHEDULE:**

| Day            | Date                  | Time           | Item  |
|----------------|-----------------------|----------------|---|
| Wednesday      | March 18, 2015        |                | Notice to Bidders Issued / Bid Released           |
| <b>Tuesday</b> | <b>March 31, 2015</b> | <b>5:00 PM</b> | <b>Deadline to Submit Questions</b>               |
| <b>Tuesday</b> | <b>April 7, 2015</b>  | <b>3:00 PM</b> | <b>Deadline to Submit Bids/Bid Opening</b>        |
| Tuesday        | April 14, 2015        |                | Recommendation of Award Issued to City Commission |
| Tuesday        | April 28, 2015        |                | Anticipated Award by City Commission              |

**1.7 CONTRACT PRICE – UNIT PRICE**

City shall pay Contractor for completion of work in accordance with Section 3. Unit pricing shall be provided on the Bid Form (Attachment A).

**1.8 METHOD OF AWARD:**

- 1.8.1** The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.
- 1.8.2** Bidder must bid on all items listed on Bid Form to qualify for award of the contract.
- 1.8.3** The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted “BID IS FOR SPECIFIED QUANTITY ONLY.” All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

- 1.8.4** Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.
- 1.8.5** The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.
- 1.8.6** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced in Section 1.4 (B), and the task orders are collectively an integral part of the contract between the City and the successful Bidder.
- 1.8.7** While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in Section 2 of this bid. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Purchasing Agent, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

## **1.9 PAYMENT PROCEDURES**

### **1.9.1 Submittal and processing payment**

Contractor shall submit Applications for Payment every thirty (30) days as detailed in 1.9.2.

### **1.9.2 Progress Payments; Retainage;**

**1.9.2.1** Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15<sup>th</sup> day of each month during the performance of the work as provided below. All such payments will be made in accordance with the schedule of values listed on the Bid Form and based on the number of units completed.

**1.9.2.2** Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, including but not limited to liquidated damages, in accordance with Section 1.11 of the Agreement.

**1.9.2.3** Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the WORK is totally completed as specified, and accepted by the CITY.

**1.9.3** Upon substantial completion, the City shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the work completed, less such amounts as Engineer shall retain due to work not completed.

**1.9.4** Payment for the various items in the Bid Form, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, taxes, materials, commissions, transportation and handling, bonds, permit fees, insurance, overhead and profit, and incidentals appurtenant to the items of Work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Agreement, including all appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). Such compensation shall also include payment for any loss or damages arising directly or indirectly from the Work.

**1.9.5** The CONTRACTOR's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. Should the CONTRACTOR feel that the cost for any item of Work has not been established by the Bid Form items or this Section, it shall include the cost for that Work in some other applicable bid item, so that its proposal for the project does reflect its total price for completing the Work in its entirety.

**1.10 COMPLETION TIME: N/A**

**1.11 LIQUIDATED DAMAGES: N/A**

**1.12 CONE OF SILENCE:**

**1.12.1 Definitions:** "Cone of Silence," as used herein, means a prohibition on any communication regarding this Invitation to Bid between:

a potential vendor, service provider, bidder, lobbyist, or consultant, and:

the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.

**1.12.2 Restriction; Notice:** A Cone of Silence shall be imposed upon each Bid after the advertisement of Bid. At the time of imposition of the Cone of Silence, the City Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, provide a copy thereof to each City Commissioner, and may include the notice in any public solicitation for goods or services a statement disclosing the requirements of this section.

**1.12.3 Termination of Cone of Silence:** The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers to the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

**1.12.4 Exceptions to Applicability:** The provisions of this section shall not apply to:

**1.12.4.1** Oral communications at pre-bid conferences;

**1.12.4.2** Oral presentations before selection or evaluation committees;

**1.12.4.3** Public presentations made to the City Commissioners during any duly noticed public meeting;

**1.12.4.4** Communications in writing at any time with any City employee, unless specifically prohibited by the applicable Bid documents. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

**1.12.4.5** Communications regarding a particular Bid between a potential vendor, service provider, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such Bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

**1.12.5 Penalties:** Violation of this section by a particular Bidder shall render any Bid award to said Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

**1.12.6** Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

**1.13 CONTACT PERSON:**

For any additional information regarding the specifications and requirements of this bid, Bidders may contact Purchasing Agent Kerri Anne Fisher at (954) 434-4300, x268 or [purchasing@coopercityfl.org](mailto:purchasing@coopercityfl.org), who may respond in kind with copies to all Bidders.

**1.14 CLARIFICATIONS / INTERPRETATIONS:**

**1.14.1** Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Agent



- 1.14.2** If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, and has questions or is in need of clarification concerning this Bid, the Bidder must submit to the City of Cooper City at least seven (7) calendar days prior to scheduled bid opening, a “request for clarifications”. All such requests for clarification must be made in writing via email and the person submitting the request will be responsible for its timely delivery. The City will make an effort to answer all questions in a timely fashion, but cannot guarantee a response. Such questions must be sent via email to the City of Cooper City’s Purchasing Agent:

**Kerri Anne Fisher**  
**Email: [purchasing@CooperCityFL.org](mailto:purchasing@CooperCityFL.org)**

- 1.14.3** Any interpretations of the Bid, if made, will be made only by Addendum duly issued by the City of Cooper City Purchasing Agent. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a formal Addendum if substantial changes, which impact the technical submission of Bids, are required. A copy of such Addendum will be posted on the City’s website and emailed/faxed back to the requestor. In the event of conflict with the original Bid Documents, Addendum shall govern all other Bid documents to the extent specified. Subsequent Addendum shall govern over prior addendum only to the extent specified.

- 1.14.4** The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing the addendum and including it with the Bid Proposal. Failure of a Bidder to include a signed formal Addendum in its Bid Proposal shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

**1.15 ADDITIONS/DELETIONS OF UNITS: N/A**

**1.16 PERMITS AND INSPECTION FEES:**

- 1.16.1** The Bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.
- 1.16.2** The successful Bidder (the “Contractor”) shall procure, at his own expense, all necessary licenses and permits and shall give due and adequate notices to those in control of all properties which may be affected by its operations. The Contractor shall conform to all applicable laws, regulations, or ordinances with regard to labor employed and its general operation. The Contractor shall conduct its operations in a manner that shall not close any thoroughfare nor interfere in any way with traffic on any vehicular roadway, without the consent of the proper authorities.

## **Section 2**

### **SCOPE OF SERVICES/SPECIFICATIONS**

#### **2.1 GENERAL**

The Work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles, as well as all transportation and services, including fuel, power, water, and essential communications, and the performance of all labor, work, or other operations required to locate/Mark Underground Facilities. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the City.

#### **2.2 DUTIES & RESPONSIBILITIES OF CONTRACTOR**

- 2.2.1** Provide sufficient qualified staff, office and field equipment (computer communications equipment) compatible with standard Windows PC environment, capable of interfacing with the One Call Ticket Management System and Software.
- 2.2.2** 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.
- 2.2.3** 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.
- 2.2.4** 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). Additionally, the Owner shall provide reasonable training to representatives of the contractor in the use of this application. 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.
- 2.2.5** 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.

- 2.2.6** 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. Meetings are required only when the extent and location of an excavation is undeterminable from written or verbal communications, or when requested by the Utilities Director or designee.
- 2.2.7** 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.
- 2.2.8** 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.
- 2.2.9** 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.
- 2.2.10** 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.
- 2.2.11** 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.
- 2.2.12** 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.
- 2.2.13** 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.
- 2.2.14** 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.

- 2.2.15** 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 cost of repairs. 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.
- 2.2.16** 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.
- 2.2.17** Receive and record locate requests from Sunshine State One Call during Business Days and during the office hours of the Owner (8:30 am through 5:00 pm on business days).
- 2.2.18** 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.
- 2.2.19** 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.
- 2.2.20** 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.
- 2.2.21** 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.
- 2.2.22** 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.

## **2.3 RECORD KEEPING, REPORTING AND INVOICING**

- 2.3.1** 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.
- 2.3.2** 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 years.
- 2.3.3** 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.
- 2.3.4** The Owner may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.
- 2.3.5** 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.
- 2.3.6** 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.
- 2.3.7** Invoicing by the Contractor 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.
- 2.3.8** The monthly report to accompany and support the invoice will include an 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
- 2.3.9** In the event of a locate assignment which is not completed, the Owner shall not pay for the relocate.

## **2.4 TRAFFIC CONTROL**

The Contractor shall obey all traffic laws and comply with all the requirements, rules and regulations of the Florida State Department of Transportation, the County, and other local authorities having jurisdiction, to maintain adequate warning signs, lights, barriers, etc., as necessary for the protection of traffic on public roadways.

## **2.5 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Any damage to any public or private property as a result of this construction will be repaired to the City's complete satisfaction at no additional cost to the City, including downstream and upstream line segments, pumping stations, roads, etc. All costs incurred by the City of Cooper City for labor or material will be recovered from the Contractor.

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Section 3

**ITEM DESCRIPTIONS**

**3.1 Standard Locate:**

- 3.1.1** 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).
- 3.1.2** 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.
- 3.1.3** Complete online ticket response utilizing proper response codes in accordance with FS 556.
- 3.1.4** 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.

**3.2 Standard Locates Need to be Met by One or More of the Following Conditions:**

- 3.2.1** Facility made of conductive material.
- 3.2.2** Facility is non conductive material but includes a toneable tracer wire.
- 3.2.3** Accurate facility system information is available and sufficient superficial facility component are present, to produce and locate with an acceptable degree of confidence.
- 3.2.4** Most of the locates are standard and can be defined as those locates that can 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:
  - Force mains
  - Sanitary sewers
  - Potable water pipe
  - Hydrants
  - Valves and manholes

**3.3 Reasonable Accuracy:** Locating the approximate horizontal location of an Underground Facility (as defined in Appendix A, Definitions, Item 10) to the specifications required by applicable law

**3.4 Locate 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.

- 3.4.1** 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.
- 3.4.2** 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.
- 3.4.3** 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.

### **3.5 Locate with Vacuum Excavation**

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.

- 3.5.1** 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.
- 3.5.2** Coordinate with utility agency/owners as required by FS 556.
- 3.5.3** Identify all utility owners in the assigned area.
- 3.5.4** Neatly cut and remove existing paving. Cut area not to exceed 225 square inches.
- 3.5.5** Excavate using a method enabling vertical as well as horizontal exploration through this cut
  - 3.5.5.1** 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
  - 3.5.5.2** 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.



**3.5.5.3** 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.

**3.5.5.4** Provide all traffic control, labor and equipment.

**3.5.5.5** Collect GPS Coordinate location of test hole in accordance with bid item 5.

**3.5.5.6** 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.

**3.5.5.7** 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).

### **3.6 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 Part II, Section 2.6, Definitions).

### **3.7. Placement of Electronic Markers**

**3.7.1** 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.

**3.7.2** 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.

**3.7.3** The passive electronic markers shall be of the proper frequency for the facility located and shall be tested to ensure detectability.

**3.7.4** 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.

### **3.8 Taking and Recording GPS Coordinates**

**3.8.1** 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.

**3.8.2** 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.

**3.8.3** GPS Coordinates shall be in the sub-meter accuracy range.

- 3.8.4** 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.
- 3.8.5** 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.
- 3.8.6** 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.

### **3.9 Emergency Standard Locate**

- 3.9.1** Emergency Standard Locates are performed outside normal business hours, on holidays or weekends. Standard business hours are Monday through Friday from 8:00 AM until 5:00 PM.
- 3.9.2** Responses requested outside of normal business hours shall be considered Emergency Standard Locates.
- 3.9.3** The Contractor shall respond to Emergency Standard Locates within two (2) hours of receiving notification.
- 3.9.4** 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.
- 3.9.5** 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.

### **3.10 Electronic Ticket Management**

- 3.10.1** 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.
- 3.10.2** 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 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.

- 3.10.3** 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.
- 3.10.4** 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.
- 3.10.5** 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.
- 3.10.6** 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.
- 3.10.7** 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.
- 3.10.8** The Owner shall receive with each invoice for payment, a report containing a listing of all ticket 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.

### **3.11 Screened and Cleared Tickets**

- 3.11.1** 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.
- 3.11.2** 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.
- 3.11.3** 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.
- 3.11.4** 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.
- 3.11.5** 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.

**3.12 Three-Dimensional Radar Services (GPiR) General Notes:**

- 3.12.1** 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.
- 3.12.2** GPiR is utilized for scanning congruent areas and providing a 3D image of the scanned area.
- 3.12.3** GPiR requires the establishment of a survey baseline from which the system is tracked via survey instrument to produce geospatially accurate location of the subsurface data.
- 3.12.4** The collected GPiR data is processed into 3D images and plotted in various CADD formats (Owner specified) for use in design or GIS applications.
- 3.12.5** 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.
- 3.12.6** 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.
- 3.12.7** 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.

**3.13 Three-Dimensional Radar Services (GPiR) (small area)**

This line item is used for GPiR scanning of areas at least 1000 square feet in size to a maximum of 5000 square feet in size. See general notes and description of services above.

**3.14 Three-Dimensional Radar Services (GPiR) (medium area)**

This line item is used for GPiR scanning of areas at least 5001 square feet in size to a maximum of 25000 square feet in size. See general notes and description of services above.

**3.15 Three-Dimensional Radar Services (GPiR) (large area)**

This line item is used for GPiR scanning of areas at least 25001 square feet and greater in size. See general notes and description of services above.

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Attachment A  
(Page 1 of 4)



# City of Cooper City, Florida

## Bid Form

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|  |
|--|
| <p>Locate/Mark Underground Utilities</p> |
|--|

Bid # 2015-5-UTL

Bids Due: Tuesday, April 7, 2015 at 3:00 PM,

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For Information Contact:

Kerri Anne Fisher, Purchasing Agent  
KerriF@CooperCityFL.org

Date Issued: Wednesday, March 18, 2015

**Attachment A**  
(Page 2 of 4)

Project: Locate/Mark Underground Utilities  
Contract Identification: Bid #2015-5-UTL  
Bids submitted to: Office of the City Clerk  
City of Cooper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 60 days from the date of the bid opening. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
  - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
  - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
  - d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that is has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Bidder.
  - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.

**ATTACHMENT A**

**BID FORM**

(3 of 4)

| Item # | Estimated Annual Quantity | Unit of Measure | Description of Service  | Unit Price | Item Total |
|--------|---------------------------|-----------------|---|------------|------------|
| 1      | 1600                      | EA              | Standard Locate and Mark ALL City Owned Facilities in the Area Specified in the SSOCOF Ticket, or White Lined by Excavator. See Part 3, Item 3.1 - Standard Locate                |            |            |
| 2      | 500                       | EA              | Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Part 3, Item 3.4 - GPR Locates  |            |            |
| 3      | 50                        | EA              | Locate with Vacuum Digging (POT-HOLING) and Mark City Owned Facility. See Part 3, Item 3.5 - Potholing.   |            |            |
| 4      | 10                        | EA              | Placement of Electronic Markers after a line has been exposed through Vacuum Digging. Owner to supply Electronic Markers. See Part 3, Item 3.7 - Placement of Electronic Markers. |            |            |
| 5      | 20                        | EA              | The taking of GPS coordinates utilizing sub-meter equipment. See Part 3, Item 3.87- GPS Coordinates.  |            |            |
| 6      | 10                        | EA              | Emergency – Standard Locate 5:00 p.m. – 5:00 a.m. Weekdays and all day Saturday & Sunday. See Part 3, Item 3.9 - Emergency Locates.   |            |            |
| 7      | 1600                      | EA              | Electronic Ticket Management. Receipt and Delivery of Request to Locate tickets from Sunshine State One Call. See Part 3, Item 3.1 - Electronic Ticket Management                 |            |            |

# BID FORM

(4 of 4)

| Item #                              | Estimated Annual Quantity | Unit of Measure | Description of Service   | Unit Price | Item Total |
|-------------------------------------|---------------------------|-----------------|--|------------|------------|
| 8                                   | 1600                      | EA              | Screened and Cleared Tickets.<br>Receive Request to Locate ticket from SSOCOF, screen and clear for "out of area" etc. See Part 3, Item 3.11 - Screen & Clear Tickets.                           |            |            |
| 9                                   | 1                         | SF              | Three-Dimensional Radar Services (GPiR) services for small surface area at least 1000 SF to a maximum of 5000 SF. Price per SF. See Part 3, Item 3.13- Three-Dimensional Radar Services small    |            |            |
| 10                                  | 1                         | SF              | Three-Dimensional Radar Services (GPiR) services for medium surface area at least 5001 SF to a maximum of 25000 SF. Price per SF. See Part 3, Item 3.14- Three-Dimensional Radar Services medium |            |            |
| 11                                  | 1                         | SF              | Three-Dimensional Radar Services (GPiR) services for large surface area at least 25001 SF and greater. Price per SF. See Part 3, Item 3.15- Three-Dimensional Radar Services large               |            |            |
| <b>Total for One (1) Year Usage</b> |                           |                 |  |            |            |

**PLEASE INCLUDE THE QUESTIONNAIRE AND ATTACHMENTS C THROUGH F WITH YOUR BID.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_



**ATTACHMENT B**

**QUESTIONNAIRE**

*(Page 1 of 2)*

Please print or type:

Firm Name: \_\_\_\_\_

President: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

1. Have you personally inspected the proposed work and have you a complete plan for performance?  
YES \_\_\_\_\_ NO \_\_\_\_\_

2. What was the last project of this nature that you completed?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Start Date: \_\_\_\_\_ Completion Date: \_\_\_\_\_

3. Name three agencies for which you have performed work and which the City may contact as your references (include addresses and telephone numbers):

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

4. How many years has your organization been in business? \_\_\_\_\_ Years

5. Have you ever failed to complete work awarded to you; if so, where and why?

\_\_\_\_\_  
\_\_\_\_\_

1. List any lawsuits pending or completed involving the Corporation, partnership or individuals with more than ten (10%) interest:

**QUESTIONNAIRE**

(Page 2 of 2)

- A. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

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- B. List all judgments from lawsuits in the past five (5) years which are concerned directly with the staff and facilities proposed for the contract:

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2. List the name of the qualifying agent for the firm and his position (SEE NOTE BELOW):

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Certificate of Competency Number of qualifying Agent \_\_\_\_\_

Effective Date:\_\_\_\_\_Expiration Date:\_\_\_\_\_

Licensed In:\_\_\_\_\_City/County

Engineering Contractor's License #\_\_\_\_\_ Expiration Date:\_\_\_\_\_

NOTE: A Broward County Engineering Contractor's License or a State of Florida General Contractor's License is required for working within public rights-of-way of Broward County maintained streets. Contractor must have proper licensing prior to submitting bid and should submit evidence of same with bid. Broward County Licensing Office Telephone: 954-765-4400

**ATTACHMENT C**  
**AT-FAULT DAMAGE HISTORY**  
*(1 of 1)*

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., settles, 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.

**ATTACHMENT D**  
**CLIENT REFERENCE FORM**  
*(1 of 1)*

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, Details 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.**

**ATTACHMENT E**  
*(1 of 1)*

**CERTIFICATE OF COMPLIANCE WITH THE FLORIDA TRENCH SAFETY ACT**

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and the Occupational Safety and Health Administrations excavation safety standard 29 CER 1926.650 (subpart P as amended). Bidder further acknowledges that included in the various items of the Bid and in the total Bid price are, the costs for complying with the ACT and the Occupational Safety and Health Administration excavation safety standards as they may be amended from time to time.

By: \_\_\_\_\_  
Bidder

\_\_\_\_\_  
Authorized Signature & Title

\_\_\_\_\_  
Print Name & Title

Date: \_\_\_\_\_

**ATTACHMENT F**

(1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),**

**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)

2. I understand that a public entity crime as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that convicted or conviction as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an affiliate as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a person as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

**ATTACHMENT F**

(2 of 2)

The term person includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_

*Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

\_\_\_\_\_

*Type of identification*

\_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Printed, typed or stamped commissioned name of notary public*

**ATTACHMENT G**

(1 of 1)

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

\_\_\_\_\_  
\_\_\_\_\_  
*Printed, typed*



**ATTACHMENT H**

(1 of 2)

**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER DISCLOSURE)**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City (City) are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

\_\_\_\_\_  
*Doing Business As (If same as above, leave blank)*

\_\_\_\_\_  
*Street Address                                      Suite                                      City                                      State                                      Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

| <u>Full Legal Name</u> | <u>Address</u> | <u>Ownership</u> |
|------------------------|----------------|------------------|
| _____                  | _____          | _____%           |
| _____                  | _____          | _____%           |
| _____                  | _____          | _____%           |
| _____                  | _____          | _____%           |

**ATTACHMENT H**

(2 of 2)

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

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\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

\_\_\_\_\_  
*Printed, typed or stamped commissioned name of notary public*

**ATTACHMENT I**

|   |   |   |  |
|---|---|---|--|
| Print or type<br>See Specific Instructions on page 2. | <b>Form W-9</b><br>(Rev. January 2003)<br>Department of the Treasury<br>Internal Revenue Service  | <b>Request for Taxpayer<br/>Identification Number and Certification</b> | <b>Give form to the<br/>requester. Do not<br/>send to the IRS.</b> |
|   | Name  |   |  |
|   | Business name, if different from above  |   |  |
|   | Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... |   | <input type="checkbox"/> Exempt from backup<br>withholding         |
|   | Address (number, street, and apt. or suite no.)   |   | Requester's name and address (optional)                            |
|   | City, state, and ZIP code   |   |  |
| List account number(s) here (optional)                |   |   |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |  |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| Social security number         |  |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |  |
| or                             |  |  |  |  |  |  |  |  |  |
| Employer identification number |  |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note:** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

**Exempt From Backup Withholding**

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

| If the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt recipients except for <b>9</b>   |
| Broker transactions  | Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends                                   | Exempt recipients <b>1</b> through <b>5</b>   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>   |

<sup>1</sup> See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/ss5.html](http://www.ssa.gov/online/ss5.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account:   | Give name and SSN of:   |
|---|---|
| 1. Individual   | The individual  |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor <sup>2</sup>  |
| 4. a. The usual revocable savings trust (grantor is also trustee)   | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law   | The actual owner <sup>1</sup>   |
| 5. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| For this type of account:   | Give name and EIN of:   |
| 6. Sole proprietorship or single-owner LLC  | The owner <sup>3</sup>  |
| 7. A valid trust, estate, or pension trust  | Legal entity <sup>4</sup>   |
| 8. Corporate or LLC electing corporate status on Form 8832  | The corporation   |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization  | The organization  |
| 10. Partnership or multi-member LLC   | The partnership   |
| 11. A broker or registered nominee  | The broker or nominee   |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity   |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



## APPENDIX "A"

### 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 origin and 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
7. **Identified, But Un-locatable:** An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in Part II, Item 2.6, Definitions). 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. **Locate Request:** Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center
9. **Locatable Underground Facility:** An Underground Facility which can be field marked with Reasonable Accuracy (as defined in Part II, Item 2.6, Definitions) 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.
10. **Reasonable Accuracy:** By Definition A Tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility.
11. **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, reused water, electronic communications.
12. **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, others.
13. **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 by not limited to: electrical conduit, optical cable, electrical junction boxes, communications cable, sign control panels, electrical switches and relays.

**14. Locate 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.

**15. Locate with Vacuum Excavation:** 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.

**16. Locate with Three-Dimensional Radar Technologies:** A Subset patented technologies recognized as "GPiR" Systems, Ground Penetrating *Imaging* Radar Capable of providing detailed three-dimensional subsurface images. DPiR technologies have been tested and utilized for more than ten-years in surveys in major cities in 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 and independently from the radar data and merged 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.

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**Locate/Mark Underground Utilities  
Bid 2015-5-UTL**

**Addendum #1**

**Omission of General Conditions and Instruction to Bidder**

(Issued Wednesday, March 25, 2015)

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

**The General Conditions and Instructions to bidders were mistakenly omitted from the Bid Document.**

**Please see attached documents.**

**Acknowledgment of Addendum #1**

*Bidder hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidder further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by: \_\_\_\_\_ Company: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Section 2**  
**Instruction to Bidder**  
*(To be submitted with Bid)*

**2.1 EXECUTION OF BID:**

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the Bid shall invalidate same and it shall NOT be considered for award. All Bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid. Any illegible entries, pencil ids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered Bids will not be considered. Clarification of a submitted Bid shall be in letter form, signed by Bidders and attached to the bid.

**2.2 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the sections of the specifications to which exceptions have been made. Any exceptions to the terms and conditions of this bid may be cause for the bid to be considered non-responsive.

**2.3 COMPLETE INFORMATION REQUIRED ON BID FORM:**

All bids must be submitted on the attached Bid Form and all blanks filled in. The ORIGINAL AND THREE COPIES of the Bid Form, PEC form, ADA Disability Nondiscrimination Statement and all required product information and any other items as indicated on the Bid Form must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.3.1**

All Bidders must submit a copy of their contractor's license and applicable local business tax receipt along with the Bid Form

**2.3.2**

Where Contractors are required to enter or go onto City of Cooper City property to deliver materials or perform work or services as a result of a Bid award, the Contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor (or agent) or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

**2.4 INSURANCE:**

Bidders must submit with their bid, proof of insurance meeting or exceeding the following requirements:

**2.4.1**

Workmen's Compensation Insurance — as required by law.

**2.4.2**

Employer's Liability Insurance — \$1,000,000.

**2.4.3**

Comprehensive General Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic policy form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Single Limit.

Bodily Injury: \$1,000,000;

Property Damage: \$1,000,000 each occurrence.

**2.4.4**

Comprehensive Automobile Liability Insurance — This coverage must be written on the comprehensive form of policy. The basic form is not acceptable. The policy must contain minimum limits of liability as follows or \$1,000,000 Single Limit.

\$1,000,000 each person;

\$1,000,000 each occurrence bodily injury;

\$1,000,000 each occurrence property damage;

The policy must also provide coverage for hired and non-owned vehicles.

**2.4.5**

Builder's Risk Insurance. The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

**2.4.6**

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 2.4.3 and 2.4.4 above.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

**2.5 BID BOND: N/A**

**2.6 PUBLIC CONSTRUCTION BOND: N/A**

**2.7 REFERENCES:**

Each Bidder must include, in its bid, a list of references of prior experience, as well as a resume and experience of those individuals who will be assigned to this project as Project Manager and/or Project Team. Reference Forms maybe found attached hereto.

**2.8 WARRANTY/GUARANTEE:**

The successful Bidder will be required to warranty all work performed. Warranty shall be described in detail on the attached Bid Form.

**GUARANTEE:**

The successful Bidder will be required to guarantee all items supplied.

**2.9 BIDDER QUALIFICATIONS:**

In order for bids to be considered, Bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the Bidder; maintains a permanent place of business; has technical knowledge and practical experience to complete this scope of work; has available the organization and qualified manpower to complete the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against him or his work; and has performed work of a similar nature to that described in the Scope of Work. The evidence will consist of a complete list of projects for which the Bidder has performed work similar to that shown in the Contract Documents for each of the last five (5) years.

**2.10 SAMPLES: N/A**

**2.11 HOURLY RATE: N/A**

**2.12 PRODUCT/CATALOG INFORMATION: N/A**

**2.13 BID SUBMITTAL & REQUIRED FORMS:**

All bids submitted shall include the completed Bid Form, PEC form (attached), Business Entity Disclosure Statement (attached), and ADA Disability Nondiscrimination Statement (attached), and all required product information and any other items as indicated in this Section or any part of this Invitation to Bid. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

**A) PUBLIC ENTITY CRIMES (PEC):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to public entity, may not be awarded a contract or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 for a period of 36 months from the date of being placed on the convicted vendor list.

**B) BUSINESS ENTITY DISCLOSURE STATEMENT:**

Bidder hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of the Bidder and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Bidder recognizes that with respect to this transaction or bid, if the Bidder violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, the Bidder may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City. Bidder must complete and execute the Business Entity Affidavit form.

**C) CERTIFICATE OF COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT.**

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and the Occupational Safety and Health Administrations excavation safety standard 29 CER 1926.650 (subpart P as amended). Bidder further acknowledges that included in the various items of the Bid and in the total Bid price are, the costs for complying with the ACT and the Occupational Safety and Health Administration excavation safety standards as they may be amended from time to time.

**[END OF SECTION]**

### **Section 3 General Conditions**

#### **3.0 CONTRACT DOCUMENTS:**

**3.0.1** The Contract Documents are complementary; what is required by one is as binding as if required by all.

**3.0.2** It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

**3.0.3** The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- (1) This Agreement
- (2) Addenda
- (3) Certificates of Insurance
- (4) Notice of Award and Notice to Proceed

All applicable provisions of State, Federal or local law.

Any modification, including all change orders, duly delivered after execution of Agreement.

#### **3.1 BID TABULATIONS:**

Bidders desiring a copy of the Bid Tabulation should visit [www.DemandStar.com](http://www.DemandStar.com). Tabulations are also posted on the Purchasing Division's page, within the Finance Department, on the City website, [www.CooperCityFL.org](http://www.CooperCityFL.org).

#### **3.2 NO BID:**

If not submitting a Bid, respond by returning an original copy of Bid Form, marking it "No Bid," and explain the reason. Repeated failure to Bid without sufficient justification shall be cause for removal of a supplier's name from the Bid mailing list. NOTE: In order to qualify as a respondent, a bidder must submit a "no bid" and same must be received no later than the stated Bid opening date and hour.

#### **3.3 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show any applicable purchase order number, task order, and respective Bid number and shall be submitted to the City at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope.

### **3.4 TAXES:**

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the Purchase Order, or other authorizing City Document.

### **3.5 EQUIVALENTS:**

If Bidder offers makes of equipment or brands of supplies other than those specified in the Invitation to Bid, he must so indicate on his Bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered as a Bid in complete compliance with the specifications as listed on the attached form.

Manufacturer's name, brand name and model number may have been identified in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Product substitution is permissible within the Bid, provided that the product included in the Bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. **Where equal is proposed, Bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

### **3.6 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk.

### **3.7 CONDITIONS AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of this Bid shall be latest and most current production model at the time of this Bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### **3.8 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, the latest model, of the best quality, and highest grade workmanship.

### **3.9 CANCELLATION:**

In the event that any of the provisions of this Bid are violated by the Contractor, the Purchasing Agent shall give written notice to the Contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 1.12. The City Commission may delegate this authority to the City Manager.

### **3.10 PROTESTS, APPEALS AND DISPUTES:**

A contract may not be awarded to the Bidder, unless the bid tabulation is posted in the Purchasing Department, 9090 SW 50<sup>th</sup> Place, Cooper City, FL 33328, ten (10) working days prior to the scheduled award by the City. Protests must be submitted in writing to the Purchasing Agent no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenged shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

### **3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:**

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term.

### **3.12 BASIS OF BID; COMPARISON OF BIDS**

#### **3.12.1 Lump Sum**

N/A

#### **3.12.2 Unit Price**

**3.12.2.1** Bidders shall submit a Unit Price for each item of work listed on the Bid Form. Any additions or deletions to the contract lump sum for change orders issued by the City, during the construction period, shall be in accordance with the Unit Price listed.

**3.12.2.2** The total amount of the contract will be the sum of the products of the estimated quantity of each item and the corresponding Unit Price. The final



quantities and Contract Price for any additions or deletions to the Lump Sum Contract will be determined in accordance the Unit Price provided on the Bid Form and Section 3.46, Contract Changes.

**3.12.2.3** Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the Unit Price submitted. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

**3.12.3 Allowances**

N/A

**3.12.4 Completion Time Comparisons**

As specified in Section 1.10.

**3.13 COMPLETE PROJECT REQUIRED:**

Contractor shall complete the work outlined in the Scope of Work. Completed work must meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project.

**3.14 PRICES QUOTED:**

Bidder shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**3.15 MANUFACTURER: N/A**

**3.16 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Work delivered, not conforming to specifications, may be rejected at the sole discretion of the City and shall be redone at Contractor's expense. Work not delivered as per delivery date in Bid or Task Order may be purchased on the open market with any increase in cost charged to the Bidder. Any violation of these stipulations may also result in:

- A) Vendor's name being removed from the vendor list;
- B) City departments being advised not to do business with vendor.

**3.17 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

**3.18 LEGAL REQUIREMENTS:**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

**3.19 PATENTS AND ROYALTIES:**

The Bidder, without exception, shall indemnify and hold harmless the City of Cooper City, Florida 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 City of Cooper City, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**3.20 OSHA:**

The Bidder warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

**3.21 ANTI-DISCRIMINATION:**

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**3.22 DEFAULT:**

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages.

**3.23 SUBSTITUTIONS:**

The City WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

**3.24 BIDDER'S FACILITIES**

The City reserves the right to conduct site visits to Bidder's business location(s) at any time with prior notice and/or may request that Bidder participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

**3.25 DISCLAIMER:**

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all Bids are analyzed, organizations submitting Bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the Bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this Bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the Bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any Bidder for any costs or expense, incurred in connection with this bid or otherwise.

**3.26 EVIDENCE:**

The submission of a Bid shall be prima facie evidence that the Bidder is familiar with and agrees to comply with the contents of this Bid.

**3.27 DEMONSTRATION OF COMPETENCY:**

- A) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.
- B) The City may consider any available evidence regarding the financial and technical qualifications and abilities of a Bidder as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.
- C) The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section. The contract required by Section 1.4 (B) may contain performance evaluations, the criteria for which will be established by the City.

**3.28 ASSIGNMENT:**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

**3.29 INDEMNIFICATION:**

The successful Bidder shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the Contract.

**3.30 OPTIONAL CONTRACT USAGE:**

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement and Contract Services, has certified its use to be cost effective and in the best interest of the state. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

**3.31 Non-Exclusive**

The City retains the right to procure services from other providers.

**3.32 SUNSHINE LAW:**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

**3.33 FORCE MAJEURE:**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

**3.34 COLLUSION:**

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies he has not divulged, discussed or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. The Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

- A) Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.
- B) Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.
- C) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- D) The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- E) No person or agency has been employed or retained to solicit or secure the award of the Bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Bidder.

### **3.35 ELIGIBILITY:**

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this Bid shall comply with all laws of the United States concerning work eligibility.

#### **3.35.1**

Contractors shall maintain completed I-9 Employee Eligibility Forms including required supporting documentation for each employee. Copies of the records shall be maintained at each job site and shall be made available to City inspectors upon request. Contractor shall be responsible for ensuring the veracity of the information provided in the I-9 forms to ensure full compliance with all applicable laws. Any Contractor found to be in violation of this provision shall be subject to the penalties enumerated in Section 1-8 of the Code of Ordinances of the City of Cooper City.

### **3.36 TIE BIDS/PREFERENCE:**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

#### **3.36.1**

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

#### **3.36.2**

Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and

employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

**3.36.3**

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

**3.36.4**

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any 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 any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

**3.36.5**

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

**3.36.6**

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**3.37 SITE AND OTHER AREAS**

The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City unless otherwise provided for in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Successful Bidder.

**3.38 PROPERTY:**

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

**3.39 TERMINATION FOR DEFAULT:**

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services:

provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City under Section 3.40.

**3.40 TERMINATION FOR CONVENIENCE:**

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice when it is in the best interests of the City. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

**3.41 CONFIDENTIALITY:**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

**3.42 GOVERNING LAW AND VENUE:**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

**3.43 NO PARTNERSHIP OR JOINT VENTURE:**

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

**3.44 AUDITS:**

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

**3.45 EXAMINATION OF RELATED DATA AND SITE:**

**3.45.1 Subsurface and Physical Conditions**

Bidders shall have access to:

**3.45.1.1** Those reports known to City of explorations and tests of subsurface conditions at or contiguous to the Site.

**3.45.1.2** Those drawings known to the City of the physical conditions relating to the existing surface or subsurface structures at the Site (except Underground facilities).

**3.45.1.3** Additional copies of reports and drawings referenced above will be made available by the City to any Bidder on request at a cost of \$35 per additional set to

the Engineer of record. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in this Section. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinion, or information contained in such reports or shown or indicated in such drawings.

### **3.45.2 Underground Facilities**

**3.45.2.1** Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to the City and Engineer by owners of the Underground Facilities, including the City and Others. Bidders shall make their own investigation of the existing conditions and underground utilities they may encounter during construction prior to submitting their Bid.

### **3.45.3 Environmental Condition**

**3.45.3.1** Any reports and drawings known to the City relating to a hazardous environmental condition identified at the Site. If no supplementary conditions are provided, the Bidder may assume that no environmental conditions are known to the City or the Engineer to exist within the project limits.

**3.45.3.2** Copies of reports and/or drawings (if any) referenced in this Section will be made available by the City to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided herein. Bidder is responsible for any interpretation or conclusions Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

**3.45.4** On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws and regulations relating to the excavation of utility locates.

**3.45.5** On request, City will provide to each Bidder for examination, or copies, all contract documents relating to and identifying the general nature of other work that is to be performed at the Site by the City that relates to the work contemplated in these Bidding Documents.

**3.45.6** It is the responsibility of the Bidder before submitting a Bid to:

**3.45.6.1** Examine and carefully study the Bidding Documents and the other related data identified in the Bidding Documents;

**3.45.6.2** Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;



- 3.45.6.3** Carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface and subsurface structures at the Site (except Underground Facilities) that have been identified in the contract documents, plans, or specifications as containing “reliable data,” and (2) reports and drawings of hazardous environmental conditions, if any, at the Site that have been identified in the Bid Documents as containing reliable “technical data”;
  - 3.45.6.4** Consider the information known to the Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations, and documents on (1) the cost, progress, and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs;
  - 3.45.6.5** Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) of the Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
  - 3.45.6.6** Become aware of the general nature of work to be performed by the City and other at the Site that relates to the Work as indicated in the Bidding Documents;
  - 3.45.6.7** Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
  - 3.45.6.8** Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions to the performance of work.
- 3.45.7** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any and specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder had given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 3.45.8** The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by the City unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities,

City of Cooper City, Florida  
Bid #2015-5-UTL, Locate/Mark Underground Utilities

construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Successful Bidder.

**3.46 CONTRACT CHANGES**

Modifications or changes to the contract shall take place in accordance with Section 01 26 00 of the Specifications.

**[END OF SECTION]**



THE CITY OF

BROWARD COUNTY, FLORIDA

P.O. Box 290910  
9090 Southwest 50<sup>th</sup> Place  
Cooper City, Florida  
(954) 434-4300; Fax (954) 434-5099  
CooperCityHall@CooperCityFL.org

**Greg Ross**, Mayor  
**Lisa Mallozzi**, Commissioner  
**John Sims**, Commissioner  
**James C. Curran**, Commissioner  
**Jeff Green**, Commissioner  
**Bruce Loucks**, City Manager

April 30, 2015

**Notice of Award**

Mr. Jim Driscoll  
Craig A. Smith & Associates, Inc.  
7777 Glades Road, Suite 410  
Boca Raton, FL 33434

Subject: Cooper City Bid #2015-5-UTL –Locate/Mark Underground Utilities

Dear Mr. Driscoll,

Congratulations! Your bid for Locate/Marking Underground Utilities was awarded by the City Commission on Tuesday, April 28, 2015, in accordance with the specifications, terms and conditions of the subject Invitation to Bid. The term of this contract shall be 36-months, effective April 29, 2015 through April 28, 2018. The City may renew the Contract for up to two (2) consecutive one-year periods, subject to vendor acceptance, satisfactory performance, and the best interest of the City.

A purchase order will be provided to you shortly and work may commence beginning on a mutually agreed upon start date with our Utilities Director/City Engineer, Michael Bailey. In the meantime, please contact Mr. Bailey at 954-434-5519, should you have any questions.

Sincerely,

Kerri Anne Fisher  
Purchasing Agent

cc: Michael Bailey, Utilities Director/City Engineer  
Susan Poling, City Clerk  
Nordia Alder, Buyer





**City of Cooper City, Florida**

**TABULATION**

**Bid 2015-5-UTL  
Locate/Mark Underground Utilities**

| Bidder                      | ANNUAL<br>Base Bid |
|-----------------------------|--------------------|
| Craig A. Smith & Associates | \$ 47,182.35       |
| CALTROP Corp.               | \$ 53,259.08       |
| Keith & Associates          | \$ 128,450.00      |

**104 Suppliers Notified, 14 Planholders, 3 Bids Received**