

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND CALTROP CORPORATION TO LOCATE AND MARK UNDERGROUND UTILITIES SERVICES; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and Caltrop Corporation to locate and mark underground utilities services, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract between the City of Pompano Beach and Caltrop Corporation.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 8th day of September, 2015.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

09.19

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this 14th day of September, 2015, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Caltrop Corporation, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Work; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide *Locate/Mark Underground Utilities services upon the terms and conditions herein set forth.*

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), *per the City of Lauderhill contract resulting from bid P2014-001* attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. *This Contract shall be for a term of one(1) year and shall begin with the date this Contract is fully executed by both parties.*

5. Renewal. *In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period of one (1) year term, provided that City will provide notification within sixty (60) days of termination date of its intention*

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Caltrop Corporation
 3400 Lakeside Drive, Suite 525
 Miramar, Florida 33027

If to City: City of Pompano Beach
 City Manager
 P. O. Box 1300
 Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such

Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

Sandra M. Morway
Shelly R. Bartholomew

CITY OF POMPANO BEACH

By: [Signature]

LAMAR FISHER, MAYOR

By: [Signature]

DENNIS W. BEACH, CITY MANAGER

Attest:

Asceleta Hammond
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

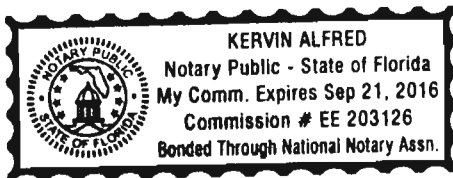
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14th day of Sept., 2015 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Kervin Alfred

(Name of Acknowledger Typed, Printed or Stamped)



Commission Number

"CONTRACTOR"

Caltrop Corporation

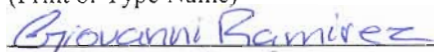
(Print or type name of company here)

Witnesses:



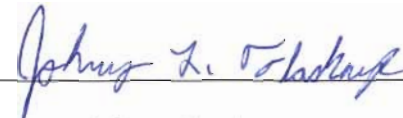
Jose A. Fendern

(Print or Type Name)





(Print or Type Name)

By: 

Print Name: Johnny Flaskamp

Title: Florida Surveyor & Mapper Principal Officer

Business License No. 7901


STATE OF FLORIDA

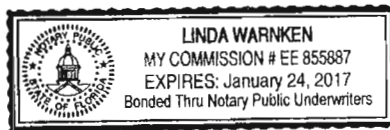
COUNTY OF Hall

The foregoing instrument was acknowledged before me this 21 day of August, 2015 by Johnny Flaskamp as Officer of Caltrop Corp, a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced FIDL (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA







(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

l:agr/genl srvs/service contract

Exhibit A

**AGREEMENT
BETWEEN THE
CITY OF LAUDERHILL
AND
CALTROP CORPORATION, INC.
FOR
LOCATE AND MARK UNDERGROUND UTILITIES**

This Agreement is made and entered into the ____ day of August, 2014 by and between the City of Lauderdale, a Florida municipal corporation, ("CITY"), and Caltrop Corporation, ("CONTRACTOR") to Locate and Mark Underground Utilities. References in this Agreement to "City Manager" shall be meant to include his designee.

WITNESSETH:

WHEREAS, on June 9, 2014 the City Commission adopted Resolution No. 14R-06-119, which approved Caltrop Corporation as the lowest ranked bidder to locate and mark utilities throughout the City of Lauderdale; and

WHEREAS, CITY and CONTRACTOR desire to enter into an Agreement whereby the duties and obligations each to the other are set forth.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1 The CONTRACTOR must meet the requirements and perform the Locate and Mark Utility Services identified in the BID # P2014-001, attached hereto and made a part hereof, as Exhibit "A" and the CONTRACTOR'S Proposal, attached hereto and made a part hereof, as Exhibit "B".
- 1.2 CONTRACTOR agrees and acknowledges that CONTRACTOR is prohibited from exempting provisions of the BID or Proposal in this Agreement in any of CONTRACTOR'S services pursuant to this Agreement.

SECTION 2. TERM

- 2.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall extend for a term of three (3) years.
- 2.2 After the initial three-year term, the CITY shall have the option to renew for an additional term of two (2) years, and upon completion of that period, the CITY

shall again have the option to renew for an additional term of two (2) years. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.

SECTION 3. COMPENSATION

- 3.1 The amount of compensation payable by the CITY to CONTRACTOR shall be based upon the rates and schedules as set forth in Attachment "C", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon CITY'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- 3.2 CONTRACTOR shall be compensated based only on the actual services performed, according to the CITY'S records, and based upon the payment schedule. The CITY shall process the payment to the CONTRACTOR on a monthly basis, paying all amounts that become due for the prior month in arrears. Payment may be withheld by the City Manager, for failure of CONTRACTOR to comply with a term, condition or requirement of this Agreement.
- 3.3 Notwithstanding any provision of this Agreement to the contrary, City Manager may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of CONTRACTOR which has not been remedied or resolved in a manner satisfactory to City Manager. The amount withheld shall not be subject to payment of interest by CITY.
- 3.4 Payment shall be made to CONTRACTOR at:

Attention:
Caltrop Corporation
3400 Lakeside Drive, Suite 525
Miramar, FL 33027

or by Electronic Funds Transfer (EFT) as determined by the CITY.

- 3.5 CONTRACTOR agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by CITY.

- 3.6 If it should become necessary for CITY to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such as services provided in emergency situations, such additional work shall be performed, as authorized by the City Manager. Any such additional work agreed to by both parties shall be performed at the rate for additional work as set forth in the schedule of fees included in Exhibit "C".

SECTION 4. TERMINATION

- 4.1 This Agreement may be terminated for cause by action of the City if the CONTRACTOR is in breach and has not corrected the breach within sixty (60) days after written notice from the CITY identifying the breach, or for convenience by action of the City Manager upon not less than sixty (60) days' written notice by the City Manager. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event City Manager determines that termination is necessary to protect the public health, safety, or welfare.

This Agreement may be terminated for cause by the CONTRACTOR if the CITY is in breach and has not corrected the breach within sixty (60) days after written notice from the CONTRACTOR identifying the breach.

- 4.2 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by City Manager which City Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of CITY'S election to terminate, CONTRACTOR shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CONTRACTOR acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by CONTRACTOR, is given as specific consideration to CONTRACTOR for CITY'S right to terminate this Agreement for convenience.
- 4.5 In the event this Agreement is terminated, any compensation payable by CITY shall be withheld until all documents are provided to CITY pursuant to Section 7.2 of this Agreement. In no event shall the CITY be liable to CONTRACTOR

for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR hereby agrees to indemnify and hold harmless the CITY, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager and the City Attorney, any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

SECTION 6. INSURANCE

6.1 The Contractor shall furnish proof of required insurance as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

6.2 The City of Lauderhill shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

6.3 The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

6.4 Any firm performing work on behalf of the City of Lauderhill must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information, contact the Department of Financial Services, Worker's Compensation Division at (850) 413-1601 or on the web at <http://www.fldfs.com>

6.5 Commercial General Liability Insurance
Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Personal and Advertising Injury Liability
- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not be limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

6.6 Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury	\$500,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

6.7 A copy of ANY current Certificate of Insurance should be included with your proposal.

6.8 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.

6.9 Certificate holder should be addressed as follows:

City of Lauderhill
Finance Department
5581 West Oakland Park Blvd.
Lauderhill, FL 33313

Contractor shall maintain general liability, workers compensation, builder's risk insurance and all other forms of insurance and/or bonds as specifically required in BID #P2014-001. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after the receipt of notice from such form and amount with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

SECTION 7. MISCELLANEOUS

7.1 **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.2 **Audit and Inspection Rights and Retention of Records.** CITY shall have the right to audit the books, records and accounts of CONTRACTOR that are related to this Agreement. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONTRACTOR shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless CONTRACTOR is notified in writing by CITY of the need to extend the retention period. Such retention of such records and documents shall be at CONTRACTOR'S expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until

resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR'S records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY'S disallowance and recovery of any payment upon such entry.

In addition, CONTRACTOR shall respond to the reasonable inquiries of successor CONTRACTORS and allow successor CONTRACTORS to receive working papers relating to matters of continuing significance.

In addition, CONTRACTOR shall provide a complete copy of all working papers to the CITY, prior to final payment by the CITY, in accordance with the RFP for CONTRACTOR services.

7.3 Policy of Non Discrimination. CONTRACTOR shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONTRACTOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

7.4 Public Entity Crime Act. CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from CITY'S competitive procurement activities. In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

- 7.5 **Independent Contractor.** CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.6 **Third Party Beneficiaries.** Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 7.7 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY:

Charles Faranda, City Manager
Lauderhill City Hall
5581 W. Oakland Park Blvd
Lauderhill, Florida 33313

With a copy to:

City Attorney
8850 W. Oakland Park Blvd, Suite 101
Sunrise, FL 33351

CONTRACTOR:

Caltrop Corporation
3400 Lakeside Drive, # 525
Miramar, FL 33027

- 7.8 **Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR. In addition, CONTRACTOR shall not subcontract any portion of the work required by this

Agreement, except with the prior approval of the City Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the City Manager, subject to his approval.

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to CITY'S satisfaction for the agreed compensation.

CONTRACTOR shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 **Conflicts.** Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR'S loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONTRACTOR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CONTRACTOR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CONTRACTOR or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event CONTRACTOR is permitted to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 **Contingency Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- 7.11 Materiality and Waiver of Breach.** CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. CITY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 7.12 Compliance with Laws.** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.
- 7.16 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between CONTRACTOR and CITY, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements,

and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

- 7.19 **Drug-Free Workplace.** CONTRACTOR shall maintain a drug-free workplace.
- 7.20 **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 **Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 7.24 **Public Records.** CONTRACTOR understands that the public shall have access, at all reasonable times, to all documents and information pertaining to CITY contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the CITY and the public to all documents subject to disclosures under applicable law. CONTRACTOR'S failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the CITY.
- 7.25 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 **Truth-in-Negotiation Certificate.** Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

AGREEMENT BETWEEN THE CITY OF LAUDERHILL AND CALTROP CORPORATION FOR LOCATE AND MARK UTILITIES SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Lauderhill through its City Commission, signing by and through its City Manager, authorized to execute same by Commission action on the 9th day of June, 2014; and CALTROP Corporation authorized to execute same, through its General Manager.

CITY OF LAUDERHILL, through its
City Commission

ATTEST:

Andrea M. Anderson
Andrea Anderson, City Clerk

By: [Signature]
Charles Faranda, City Manager
18th day of September, 2014

APPROVED AS TO FORM

[Signature]
City Attorney

WITNESSES:

[Signature]
Javad Rassouli
Print Name

[Signature]
Verna Adams
Print Name

CALTROP CORPORATION

By: [Signature]
Alex Hashtroudi, General Manager

25th day of August, 2014

(CORPORATE SEAL)



**Locate / Mark Underground Utilities
City of Lauderdale
Bid Number P2004-001**

STATEMENT OF QUALIFICATIONS

March 31, 2014

City of Lauderhill
ATTN: Honorable Mayor & City Commission
5581 West Oakland Park Blvd.
Lauderhill, Florida 33313

RE: LOCATE/MARK UNDERGROUND UTILITIES
BID NUMBER P2014-001

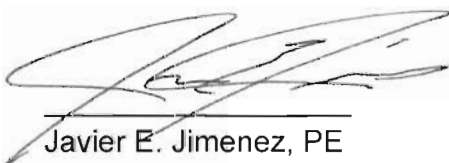
Dear City Officials:

It is with great honor that we introduce **CALTROP Corporation** to you and to the City of Lauderhill. Our company has been in business for over 20 years, and its expansion has reached the Florida shores. As a multi-discipline engineering firm spanning the globe, **CALTROP** is prepared and eager to serve your municipality with integrity and commitment unrivaled in the industry.

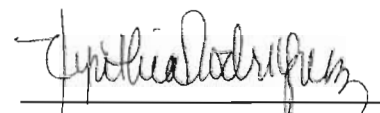
Our Survey and Utilities employees have served Florida for decades, and they have assembled a team of seasoned professionals to serve The City Lauderhill efficiently and accurately. Our similar project experience can attest to our work quality and customer service. The City can count on **CALTROP's** team to deliver a good product, on time and within budget.

Our team is ready to serve the City of Lauderhill with quality utility locating services. We look forward to working with your team under this contract.

Respectfully,



Javier E. Jimenez, PE
Associate Vice President
jjimenez@caltrop.com
(954) 874-7871



Xynthia Rodriguez, PSM
Survey & Utilities Manager
xrodriguez@caltrop.com
(813) 992-0863

A. Experience

CALTROP Corporation (CALTROP) has assembled a team versed in the laws and regulations, processes and methodologies of utility locating services. Our team consists of licensed surveyors and mappers, experienced field and office technicians that will follow the strictest standards and adhere to codes and regulations established by all pertinent agencies. We understand that our tasks under this contract will consist of locating underground utilities (facilities) owned and maintained by the City of Lauderhill (the City), as well as perform underground utility investigations through excavation methods on an as-needed basis, together with land surveying services consisting of providing GPS coordinates of exposed and investigated underground utilities. We intend to perform these services within the guidelines set by our profession, utilizing the most accurate and cost effective methods.

Our team's main objective is to satisfy the requirements and expectations of the City. Our professionals and technicians are committed to provide the services in a timely manner and within the budgets agreed. We believe that open and constant communication with the City's representatives and our team members will guarantee a smooth process for every task we handle.

The team members presented hereon have decades of experience in the field, including work with other government agencies on similar contracts. Their experience with the public facilities, footprints and work procedures is the reason why we feel that our team can serve the City's needs exceeding expectations. Our proposed project manager, Xynthia Rodriguez, PSM, has worked on similar contracts with **CALTROP** and with previous employers. Under her direction, her teams succeeded in performing with the utmost professionalism and accuracy, saving her clients thousands of dollars in fines and claims by others.

Ms. Rodriguez has translated her prior expertise to **CALTROP**, with some members of past teams and other members with the necessary experience to develop a utility locating program that serves the clients, protects the public and facilities, and gives employees a sense of pride and ownership of a work well-done.

Currently, **CALTROP** is serving Pasco and Broward Counties and the Cities of Pompano Beach and Boca Raton under contracts with similar scopes. Our team is also performing subsurface utility investigations using vacuum excavation methods for Tampa Electric Company and various private sector clients.

Our crews have been cross trained in both utility location techniques and land surveying, so our daily workers are aware of challenges and situations that an untrained eye might not see clearly. That training and knowledge will prove to be a valuable resource to the City in situations where property lines and construction activities may put facilities in harm's way. Our commitment goes beyond marks on the ground; we are committed to protect the City's facilities and form an alliance with contractors, City, Broward County and public to make damage prevention a priority for all involved.

CALTROP Corporation has teamed with Cardno TBE to provide the City with additional expertise, specifically in the innovative ground penetrating imaging technology.

Any contract requires a thorough process of checks and balances. Our project managers follow the strictest standards of project management and project accounting, providing all necessary documentation to all stakeholders related to each project. Working with public sector clients, we are keenly aware of the need to "dot all i's and cross all t's". Working with taxpayers' monies is a privilege and we do not take this lightly.

Our company has worked with public sector agencies throughout the Nation (CALTRANS, FDOT, USDOD, Counties, Cities) and our project administrators have years of experience working with various Florida municipalities and agencies. Our team trusts that our experience and success with other government sectors will translate into a successful relationship with the City of Lauderhill.

Transparency and accountability will be our mantra while administering this contract. The City can count on our team to set all pertinent procedures for cost controls, productivity measures, scheduling, proper invoices and backup documentation.

A. Workload and availability

All the professional resources proposed for this contract have made a commitment to dedicate between 40 and 60 percent of their time to this City of Lauderhill contract. Utility locators will dedicate 100 percent of their time to this contract. In addition, **CALTROP Corporation** has additional resources that can be assigned to this very important project, if needed. Our current contract with Broward County allows our locators to respond to the City's needs in a moment's notice. Our resources already cover the City's limits.

B. Licensing

CALTROP Corporation is a Florida licensed surveying business as well as a Florida licensed engineering business. Our project manager is a Florida licensed surveyor and mapper.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

February 24, 2013

CALTROP CORPORATION
9337 MILLIKEN AVE
RANCHO CUCAMONGA, CA 91730-6002

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7901

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2015.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7901**

Expiration Date February 28, 2015

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

CALTROP CORPORATION
3400 LAKESIDE DRIVE SUITE 525
MIRAMAR, FL 33027

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes



C. Tax Receipt

CALTROP's South Florida offices reside within the limits of the City of Miramar, Florida.



City of Miramar
Business Tax Receipt
Issue Date: 10/01/2013
Expiration Date: 09/30/2014

Business ID
09000349

CALTROP CORPORATION
JAMER E JIMENEZ
3400 LAKESIDE DR
STE 525
MIRAMAR, FL 33027

BUSINESS TAX RECEIPT

This is to certify that the person or firm named herein has paid into the hands of the City of Miramar, the sum of tax as set out hereon for the use and benefit of the City of Miramar, and is licensed to engage in the business of:

CONSULTANT	CONSULTANT	9992
FIRE INSPE	FIRE INSPE	9993
SPRINKLER	SPRINKLER	9994
FIRE ALARM	FIRE ALARM	9996

ISS: 41 602 3040 or ISS: 41 602 2061 Phone
ISS: 41 602 3420 or ISS: 41 602 4408 Fax
business@cityofmiramar.fl.us

Home Based Restrictions
Res & Phone Only
No Employees or Minors
No Work on Premises
No Clients at Home
No Deliveries to Home
Street Only

Storage Based Restrictions
Storage food businesses are allowed in accordance with Florida Statute 500.80, except that this home shall not be used for retail. Please see regulations side 71 Jan 1 01.
Get the employee allowed which includes family members residing at the home. No overnight or reduced overnight on the premises.

Business Location:
3400 LAKESIDE DRIVE SUITE 525
MIRAMAR, FL 33027



BEAUTY AND PROGRESS
EST 1955

This License is NOT Transferable
Your Business Tax Receipt Must be displayed.

D. Similar Past Experience

- **CALTROP Corporation** is the current utility locating service provider for Pasco County Utilities. Our contract with Pasco County started in October, 2011. Our locators respond to marking requests to the Sunshine State One Call system, marking Pasco County's owned and maintained potable water, sewer and reclaimed water facilities.

Project: Pasco County Utility Locating Services
Contact: Ralph Ubertaccio, Supervisor
Phone: (727) 243.2914

- **CALTROP Corporation** is also the current utility locating service provider for Broward County Traffic Engineering, Water/Wastewater and Port Everglades. We are servicing this contract since May, 2012. Our locator respond to marking requests to the Sunshine State One Call system, marking communications (copper and fiber optic) and power lines owned or maintained by Broward County Traffic Engineering, marking potable water, sewer, reuse and reclaimed water lines for the Broward County Water/Wastewater Department, and marking all facilities owned and maintained by Port Everglades.

Project: Broward County Locate/Mark Underground Utilities
Contact Broward County Traffic: Earlene Horne
Phone: (954) 847-2645
Contact Broward County Water: La Tissa Collins
Phone: (954) 831-4132
Contact Port Everglades: Matthew Bransfield, PSM
Phone: (954) 468-0150

- As a result of our contract with Broward County, the City of Pompano Beach and the City of Boca Raton "piggy-backed" the current utility locating contract extended to **CALTROP** by Broward County. Our team locates all Pompano Beach owned and maintained facilities since September 2012, and marks potable water, sewer and reclaimed water owned and maintained by Boca Raton since January 2014.

Project: City of Pompano Beach Location and Marking of Underground Utilities

Contact: A. Randolph Brown Phone: (954) 545-7044

Project: City of Boca Raton Locate/Mark Underground Facilities

Contact: Leo T. Kiernan

Phone: (561) 338-7320

- Our team's experience extends to subsurface utility investigations using vacuum excavation methods. Our utility excavators have worked in urban and rural settings alike, running into a myriad of field conditions from clay, sugar sand to asphalt and concrete. Tampa Electric requires that the location of proposed transmission poles be investigated using vacuum excavation. Our team has worked with Tampa Electric in various projects through the past decade under several master services agreements. The scopes of work for all these projects included surveying tasks, underground utility investigations using ground penetrating radar and exposing utilities with vacuum excavation.

Project: Line Modification of Circuits 66005 & 66012

Contact: Warren E. Fridy

Phone: (813) 635-1765

Project: Cypress Sub to Gray Sub to Clearview Sub

Contact: Phillip Hughes, PE

Phone: (813) 477-6954

Project: 50th Street

Contact: Rea Berryman

Phone: (813) 635-1761

E. Resumes of Key Personnel

NAME XYNTHIA RODRIGUEZ, PSM		ROLE IN THIS CONTRACT PROJECT MANAGER		YEARS EXPERIENCE	
				a. TOTAL 18	b. WITH CURRENT FIRM 3
FIRM NAME AND LOCATION (City and State) CALTROP CORPORATION , Miramar, FL					
EDUCATION (Degree and Specialization) BS/ 2002/ Business Management/ University of Phoenix AA/ 1994/ Applied Science in CAD Technology/ ITT Technical Institute Certificate/ 1994/ Drafting/ American Design & Drafting Association			CURRENT PROFESSIONAL REGISTRATION (State and Discipline) 2007/ PSM/ FL/ LS6626		
OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) TECO Substation Certification Florida Engineering Leadership Institute Alumni – Class 2010					
RELEVANT PROJECTS					
a.	TITLE AND LOCATION (City and State) Water Capital Improvement Projects-Utility Locating City of Tampa Water Department City of Tampa, FL		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2011	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm			
Principal-in-Charge for SUE. The Utility Designation Task Order requiring locators to respond to utility locating "tickets" as dispatched via Sunshine State One Call of Florida system. Locators find and identify all water and reclaimed water facilities within the City limits to aid with construction and/or excavation operations. Where facilities have been difficult to locate, the task order provides for survey team to establish boundaries and right-of-ways, as well as our SUE vacuum excavation crews to excavate specific locations to find the facilities in question. Our survey team has been useful many times when contractors and the City need to agree on boundaries, and/or collect above ground evidence of utilities. (\$2M)					
b.	TITLE AND LOCATION (City and State) Pasco County Utilities - Locating Services, Pasco County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES On Going	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Survey/SUE Manager. Locators are to respond to tickets received through the Sunshine State One Call system. Locators locate water, sewer and reclaimed water lines owned by Pasco County. (\$346K to date)					
c.	TITLE AND LOCATION (City and State) Professional Engineering Services for Pressure-Force Main Inventory and Condition Assessment Hillsborough County, FL		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2009	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm			
Office Survey Manager. \$1M utility designation, as a sub, to perform inventory and condition assessment work on its pressurized piping system for water, wastewater, and ad reclaimed water. Approximately 20,000 assets needed to be assessed. (\$1M)					
d.	TITLE AND LOCATION (City and State) Line Modification for Circuits 66005 and 66012 (Tampa Electric), Tampa, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2012	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Survey/SUE Manager. Our team is contracted to survey right-of-ways of Channelside Drive, Adamo Drive, Penny Street and 19 th Street. Our team collected topography along said right-of-ways and performed vacuum excavation at the locations of proposed poles per Tampa Electric project engineer. (\$128K)					
e.	TITLE AND LOCATION (City and State) Broward County Locating Services, Broward County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES On Going	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Survey/SUE Manager. Our team is contracted to respond to tickets received through the Sunshine State One Call system. Our team responds to tickets for Broward County's Water/Wastewater Services, Broward County Traffic Engineering and Port Everglades. (\$520K to date)					

NAME TIM COMPOLI		ROLE IN THIS CONTRACT FIELD SUPERVISOR		YEARS EXPERIENCE	
				a. TOTAL 18	b. WITH CURRENT FIRM 2
FIRM NAME AND LOCATION (City and State) CALTROP CORPORATION , Miramar, FL					
EDUCATION (Degree and Specialization) Canastota High School Onondaga Community College			CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) OSHA Certified Plans Reading Certificate Estimating					
RELEVANT PROJECTS					
a.	TITLE AND LOCATION (City and State) Pasco County Utilities - Locating Services, Pasco County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2011	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Locator. Locate water and sewer lines owned by Pasco County, and respond to locate tickets requests within IRTNET and the Sunshine State One Call system. (\$250,000)			<input type="checkbox"/> Check if project performed with current firm		
b.	TITLE AND LOCATION (City and State) Pasco County Utilities - Locating Services, Pasco County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES On Going	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Lead Locator. Locators are to respond to tickets received through the Sunshine State One Call system. Locators locate water, sewer and reclaimed water lines owned by Pasco County. (\$346K to date)			<input checked="" type="checkbox"/> Check if project performed with current firm		
c.	TITLE AND LOCATION (City and State) County Line Road & US 19, Pasco County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2006	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Coordinator. 4 miles of Phase 3 SUE work, 300 soft digs locations, exposing communication lines, gas lines and water lines.			<input type="checkbox"/> Check if project performed with current firm		
d.	TITLE AND LOCATION (City and State) US 27, Haines City, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2007	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Coordinator. 8 miles of Phase 3 SUE work, locating facilities for Polk County, Verizon, Brighthouse, AT&T and Sprint.			<input type="checkbox"/> Check if project performed with current firm		
e.	TITLE AND LOCATION (City and State) Gulf Boulevard, Indian Rocks Beach, Pinellas County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2003	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Coordinator. 6 miles of utility locating of all communication lines owned by Verizon.			<input type="checkbox"/> Check if project performed with current firm		

NAME GERMAN CORONEL		ROLE IN THIS CONTRACT SURVEY/SUE CREW CHIEF		YEARS EXPERIENCE	
				a. TOTAL 10	b. WITH CURRENT FIRM 3
FIRM NAME AND LOCATION (City and State) CALTROP CORPORATION , Miramar, FL					
EDUCATION (Degree and Specialization) Instituto Argentino de Seguridad (IAS) – Técnico Superior de Seguridad e Higiene (Health & Safety Technician – 75 credits in Buenos Aires, Argentina)			CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					
Tampa Electric Company Substation Safety AutoCAD Basics Hillsborough County School Board Security Clearance Transportation Worker Identification Credential (TWIC)			Tampa Electric Company Power Plant Safety Port of Tampa Security Clearance Lee County School Board Security Clearance		
RELEVANT PROJECTS					
a.	TITLE AND LOCATION (City and State) Line Modification for Circuits 66005 and 66012 (Tampa Electric), Tampa, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2012	CONSTRUCTION (If Applicable) N/A	
	BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey/SUE Crew Chief. Our team is contracted to survey right-of-ways of Channelside Drive, Adamo Drive, Penny Street and 19 th Street. Our team collected topography along said right-of-ways and performed vacuum excavation investigation at the locations of proposed poles per Tampa Electric project engineer. (\$128K)		<input checked="" type="checkbox"/> Check if project performed with current firm		
b.	TITLE AND LOCATION (City and State) Pasco County Utilities - Locating Services, Pasco County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES On Going	CONSTRUCTION (If Applicable) N/A	
	BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Locator. Locators are to respond to tickets received through the Sunshine State One Call system. Locators locate water, sewer and reclaimed water lines owned by Pasco County. (\$346K to date)		<input checked="" type="checkbox"/> Check if project performed with current firm		
c.	TITLE AND LOCATION (City and State) Water Capital Improvement Projects – Utility Locating City of Tampa Water Department City of Tampa, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2011	CONSTRUCTION (If Applicable) N/A	
	BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey/SUE Crew Chief. The Utility Designation Task Order requiring locators to respond to utility locating "tickets" as dispatched via Sunshine State One Call of Florida system. Locators find and identify all water and reclaimed water facilities within the City limits to aid with construction and/or excavation operations. Where facilities have been difficult to locate, the task order provides for survey team to establish boundaries and right-of-ways, as well as our SUE vacuum excavation crews to excavate specific locations to find the facilities in question. Our survey team has been useful many times when contractors and the City need to agree on boundaries, and/or collect above ground evidence of utilities. (\$2M)		<input type="checkbox"/> Check if project performed with current firm		
d.	TITLE AND LOCATION (City and State) Hillsborough County Advanced Traffic Management System Hillsborough County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2010	CONSTRUCTION (If Applicable) N/A	
	BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey/SUE Crew Chief. Survey, utility designation and utility excavation in various sites across Hillsborough County for the installation of pole structures supporting the County's new advanced traffic management system. (\$75,000)		<input type="checkbox"/> Check if project performed with current firm		
e.	TITLE AND LOCATION (City and State) Interstate 275 Crossings (Tampa Electric), Tampa, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2006	CONSTRUCTION (If Applicable) N/A	
	BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey Crew Chief. Nine Tampa Electric transmission line circuits were redesigned and constructed to cross over Interstate 275 in response to its widening. Our team surveyed and established right-of-way lines for nine streets perpendicular to Interstate 275 (Manhattan Avenue, Dale Mabry Highway, Glenn Avenue, Lincoln Avenue, Hesperides Road, Armenia Avenue, Himes Avenue, Macdill Avenue and Willow Avenue) within the City of Tampa. Our team also collected topography and cross section information together with construction stakeout for the new structures. (\$85K)		<input type="checkbox"/> Check if project performed with current firm		

NAME COLIN EICHENMULLER		ROLE IN THIS CONTRACT LEAD UTILITY TECHNICIAN		YEARS EXPERIENCE	
				a. TOTAL 7	b. WITH CURRENT FIRM 1
FIRM NAME AND LOCATION (City and State) CALTROP CORPORATION, Miramar, FL					
EDUCATION (Degree and Specialization) Enrolled in Broward College (Civil Engineering Program) Chocticon High School Morganza, MD			CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Selected Marine Corps Service Medal – Fulfillment of designated service requirements. FDOT MOT Certification Global War on Terrorism Service Medal – Perform support duty of anti-terrorism operation. Iraq Campaign Medal – Perform duty within the borders of Iraq. Sea Service Deployment Ribbon – Perform consecutively seaward deployment. National Defense Service Medal – Served actively for the War on Terrorism. Armed Forces Reserve Medal – Reservist mobilized to an active duty status. Certificate of Appreciation – Significant contributions made on a mission.					
RELEVANT PROJECTS					
a.	TITLE AND LOCATION (City and State) City of Pompano Beach Location and Marking of Underground Facilities, City of Pompano Beach, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES On-going	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Lead Locator. Our team is contracted to mark underground utilities owned and maintained by the City of Pompano Beach, in response to marking requests to the Sunshine State One Call System. (\$60K to date)					
b.	TITLE AND LOCATION (City and State) City of Boca Raton Locate/Mark Underground Facilities City of Boca Raton, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES On Going	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Lead Locator. Our team is contracted to mark potable water, sewer and reclaimed water facilities owned and maintained by the City of Boca Raton, in response to marking requests to the Sunshine State One Call System. (\$6K to date)					
c.	TITLE AND LOCATION (City and State) Broward County Locate/Mark Underground Facilities Broward County, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES On-going	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm			
Locator. Our team is contracted to mark potable water, sewer and reclaimed water facilities owned and maintained by Broward County Water/Wastewater Department; communications and power lines owned and maintained by Broward County Traffic Engineering Department and facilities owned and maintained by Port Everglades. (\$600K to date)					
d.	TITLE AND LOCATION (City and State) Fort Lauderdale Street Car Project Ft. Lauderdale, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2013	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm			
Locator/Survey Crew Chief. Responsible for utility designation and "pot holing" along project corridor. Responsible for a survey crew collecting topography and mapped utilities along project route.					
e.	TITLE AND LOCATION (City and State) Miami Street Car Project Miami, Florida		YEAR COMPLETED		
			PROFESSIONAL SERVICES 2007	CONSTRUCTION (If Applicable) N/A	
BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input type="checkbox"/> Check if project performed with current firm			
Locator/Survey Crew Chief. Responsible for utility designation and "pot holing" along project corridor. Responsible for a survey crew collecting topography and mapped utilities along project route.					



Charles R. Schramm, PSM

Current Position
Project Manager

Years' Experience
27

Joined Cardno TBE
August 2002

Education
BS / Surveying and
Mapping / 1988 /
University of Florida

**Professional
Registrations**
PSM / FL / # 5366

Maintenance of Traffic

Affiliations
Florida Surveying and
Mapping Society

Summary of Experience

Mr. Schramm is responsible for the direct oversight of the daily operations for assigned projects. These responsibilities include estimating, negotiating, forecasting and tracking schedules and budgets. Mr. Schramm ensures clients receive accurate deliverables presented in desired and required formats on or before schedule. He completes weekly reviews of budgets and conducts internal meetings with Cardno TBE managers to guarantee project work is proceeding in a timely and efficient manner.

His key technical focus is on underground utility mapping operations for which he is solely responsible. To date, he has completed over 100 projects in which GPS-generated and conventionally surveyed locations played a role for completion.

Significant Projects

Hallandale Beach Blvd. from SW 58th Ave to Lake Shore Drive

Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to map the underground utilities throughout the project for proposed drainage system redesign. Cardno TBE also provided test holes (ASCE Quality Level A) on each of the utilities conflicting with proposed design. Mr. Schramm's responsibilities consisted of the supervision of field personnel, effective mapping of the designated utility lines, mapping of all test holes, quality control and submittal of final deliverables to the client to be included with the roadway design plans.

Ft. Lauderdale/Hollywood International Airport – Phase One, Ft. Lauderdale, FL

Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to update the airport's utility atlas. This utility designation information was mapped utilizing the airport's primary airport control (PAC) and secondary airport control (SAC), processed and placed in an electronic CAD file. The field procedures and supporting CAD file were required to follow FAA's advisory circular, AC150/5300-18B *General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*. Cardno TBE's extensive GIS experience enabled us to understand this new circular and successfully create compliant GIS and CAD files utilizing the FAA DMT (data migration tool) and tool we developed, SUE/GIS conversion tool. Submission of the created CAD/GIS files into the FAA Airport Surveying GIS Program website included multiple steps, all of which were successful on first attempt. In the future, the final uploaded CAD/GIS file will become part of the overall airport's enterprise GIS database.



Miami Streetcar Corridor – Phase One, Miami, FL

Cardno TBE provided designating (ASCE Quality Level B) and locating (ASCE Quality Level A) Subsurface Utility Engineering services to map the vertical and horizontal position of underground utilities within the proposed nine-mile route for a streetcar track between downtown Miami and the redeveloping areas of Wynwood / Edgewater, Midtown Miami, the Design District and the Buena Vista East Historical District.

AET Phase IV, Miami-Dade & Broward Counties, FL

Cardno TBE is providing miscellaneous, topographic and digital terrain model survey and subsurface utility engineering services. We are also completing right of way surveying and mapping.

Design Engineering Services for SR 874 (Don Shula Expressway) Roadway Modification, Miami-Dade County, FL

Cardno TBE provided designating (ASCE Quality Level B) and locating (ASCE Quality Level A) subsurface utility engineering services to map the vertical and horizontal position of underground utilities within project limits of the proposed expressway modification from Southwest 88th Streets (Kendall Drive) to South of State Road 826 (Palmetto Expressway)/ State Road 874 Interchange.

60" Force Main, Cutler Ridge, FL

Cardno TBE provided designating (ASCE Quality Level B) and locating (ASCE Quality Level A) subsurface utility engineering services to map the precise horizontal and vertical position of all underground utilities within the proposed design project limits of a 60" force main from the South Miami Heights Water Treatment plant to the South District Wastewater Plant Project.



Christopher R. Proulx, CSP

Current Position

Assistant Vice President

Years' Experience

19

Joined Cardno

March 1999

Education

MBA / Marketing/Finance /
2003 / University of South
Florida

BS / Earth Science / 1994
/ Pennsylvania State
University

Affiliations

GSA, EEGS, GPR

Summary of Experience

Mr. Proulx oversees Cardno TBE's 3D underground imaging and high-frequency concrete imaging projects as well as our geophysical program.

Mr. Proulx has extensive experience in the fields of geology and geophysics. He has experience in performing geophysical studies for purposes such as: grave site identification, utility locating, underground storage tank and drum locating, subsurface void and karst (sinkhole) investigations, concrete assessments (thickness, rebar spacing, etc), archaeological applications, profiling of sand/gravel deposits, bedrock fracture identification, profiling of bedrock surface, and mapping saltwater intrusion or groundwater table. He is responsible for project budgeting, personnel geophysical training, design and implementation of geophysical investigations, data analysis and interpretation, and coordination and supervision of fieldwork. Mr. Proulx has additional experience in the field of groundwater exploration for water supplies, both domestically and internationally. He is skilled in the acquisition and evaluation of many forms of geophysical data having performed numerous studies utilizing earth magnetic, electromagnetic, gradiometric, microgravimetric and ground penetrating radar equipment.

Mr Proulx holds the following certifications: OSHA 29CFR1910.120 Certified, 40-hour OSHA HAZWOPER and Certified Safety Professional.

Significant Projects

Redevelopment of Port of Miami, Miami-Dade County, FL

Under a multiple year contract, Cardno TBE provided designating (ASCE Standard B) subsurface utility engineering and supporting survey services for a major development program on 640-acre at the Port of Miami. Cardno TBE's services included designation of utilities by utilizing various geophysical methods, including ground penetrating radar. Information provided from this investigation included; the type, size and depth of the underground utilities and the creation of a digital survey database storing all of the information collected on the utility for future design and maintenance. We were also responsible for providing control, stakeout and as-built surveys on an on-going basis. The Port was working these projects on a fast-track schedule in order to meet a compressed production schedule. Because of Cardno TBE's national pool of resources, multiple crews were deployed to meet accelerated completion dates.

Williams Cemetery, Hardee County, FL

Cardno TBE utilized ground penetrating radar to locate the positions of possible unknown graves as part of an archeological study.



Teterboro Airport Runway Approach, Teterboro, NJ

Using 3D underground imaging (both 3D Radar and EMI), Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to horizontally mark conductive (metallic) and nonconductive (non-metallic), known and unknown, underground utilities within the project limits for the Port Authority of New York and New Jersey. After marking the utilities, Cardno TBE surveyed the field information and completed a two-dimensional file depicting the horizontal location of the utility designation, the deliverables also included client supplied as-built information.

Museum Park, City of Miami, FL

Using multi-sensor electromagnetic induction (EMI) in addition to traditional pipe and cable locators, Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to horizontally mark conductive (metallic) and nonconductive (non-metallic), known and unknown, underground utilities within the project limits. Following geophysical activities, Cardno TBE surveyed the field information and completed a two-dimensional file depicting the horizontal location of the utility designation. In addition to the standard CADD deliverable, Cardno TBE provided a color EMI contour map of the entire site depicting linear and nonlinear metallic subsurface features. The deliverables also included client supplied as-built information.

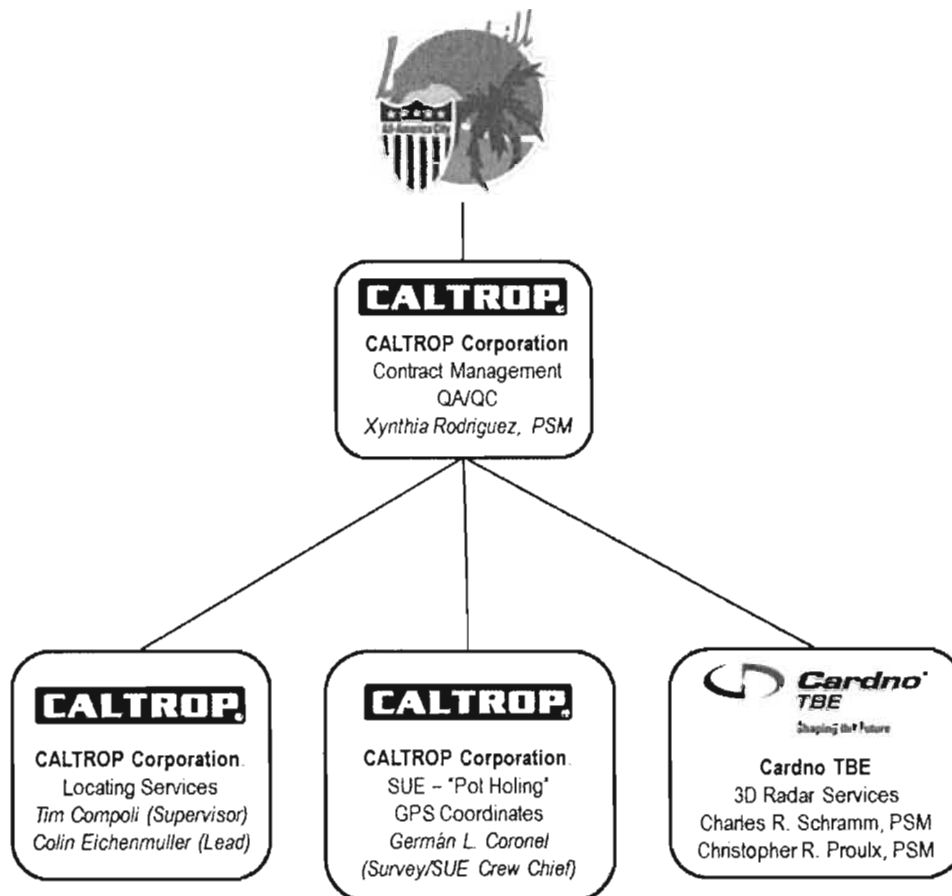
Watson Island Park Southwest, Miami, FL

Using multi-sensor electromagnetic induction (EMI) in addition to traditional pipe and cable locators, Cardno TBE provided designating (ASCE Quality Level B) subsurface utility engineering services to horizontally mark conductive (metallic) and nonconductive (non-metallic), known and unknown, underground utilities within the project limits for the City of Miami. After marking the utilities, Cardno TBE surveyed the field information and completed a two-dimensional file depicting the horizontal location of the utility designation. In addition to the standard CADD deliverable, Cardno TBE provided a color EMI contour map of the entire site depicting the locations of linear and nonlinear metallic subsurface features including underground storage tanks, unknown utilities and an undocumented buried concrete and metal anchoring system for dirigibles (blimps). The deliverables also included client-supplied as-built information.

Little Gypsy Unit 3, Baton Rouge, LA

Cardno TBE provided subsurface utility engineering services at the Entergy Little Gypsy power plant in Montz, Louisiana, to identify existing utilities and other subsurface structures throughout the 122-acre site, as part of a \$1 billion project to construct a new power generating unit at the Little Gypsy site. Using traditional pipe and cable locators and 3D underground imaging (both 3D Radar and EMI); Cardno TBE provided designating (ASCE Quality Level B) services to map the horizontal position of underground utilities within the project site. Once the designating was completed, Cardno TBE provided locating (ASCE Quality Level A) services to verify the precise horizontal and vertical position of utilities that were potentially in conflict with the design.

F. Organizational Chart



G. Summary

CALTROP is a multi-discipline engineering and management consulting firm specializing in managing large programs from inception through design, construction, operations and maintenance. Our presence expands throughout the United States, reaching Europe, Asia and the Middle East. Even though our projects span the globe, we treat our clients like each one is right next door. **No matter where you need us, CALTROP is there.**

Solving the hardest problems requires the most dedicated people. CALTROP assembles the best team from the industry with the right combination of experience. Our people exemplify the **CALTROP** culture of care, trust and respect for each other and our clients.

As an **industry leader**, we are distinguished by our **innovative approaches**. We have a solid reputation for managing and completing some of the world's largest and most complex projects, with a level of confidence, precision, quality, timeliness and success unmatched in the industry. **CALTROP** has been providing professional consulting engineering services for more than 20 years. Some of the services include: project and construction management, roadway and highway design, telecommunications, surveying and subsurface utility engineering (SUE).

CALTROP is looking for the opportunity to demonstrate the capabilities of its highly qualified team. **CALTROP's** approach to projects is a simple and effective one. We concentrate on each individual client's wants and needs. We don't believe in "one size fits all" approach. We don't assume that the requirements for a similar project for one client will be the same for other clients. We meet with each individual client and develop a list of requirements, quality metrics, tasks, etc., that will fulfill the needs and wants of each client. As such, we are confident that our expertise and commitment to our clients will allow us to partner with the City of Lauderhill on this contract and offer to fulfill its requirements exceeding expectations.

DOCUMENT 00310
BID PRICE SHEET
LOCATE / MARK UNDERGROUND UTILITIES
BID P2014-001

Item	Estimated Annual Quantity	Units	Description of Services	Unit Price	Item Total
1	5000.00	EA	Standard Locate and Mark All City Owned Facilities in the Area Specified in the SSCOF Ticket. See Attachment C	\$8.00	\$40,000
2	500.00	EA	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Attachment C	\$8.50	\$4,250
3	100.00	EA	Locate with Vacuum Digging (POT-HOLING) and Mark City Owned Facilities See Attachment C	\$200.00	\$20,000
4	100.00	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging See Attachment C	\$25.00	\$2,500
5	200	EA	The Taking of GPS coordinates utilizing sub meter equipment See Attachment C	\$20.00	\$4,000
6	10.00	EA	Emergency Standard Locate 5:00pm-5:00 AM Weekdays and all day Saturday and Sunday See Attachment C	\$18.00	\$180
7	5000.00	EA	Electronic Ticket Management Receipt and Delivery of Request to locate tickets from Sunshine State One Call See Attachment C	\$0.11	\$550
8	6750.00	EA	Screened and Cleared Tickets. Receive Request to Locate ticket from SSOCOF, screen and clear for "out of area" See Attachment C	\$4.00	\$27,000
9	1.00	EA	Perform Three Dimensional Radar Services for small surface areas at least 1000SF to a maximum of 5000 SF- Price Per SQ See Attachment C	\$1.96	\$1,960
10	1.00	EA	Perform Three Dimensional Radar		

			Services for medium surface areas at least 5001SF to a maximum of 25000 SF- Price Per SQ See Attachment C	\$0.63	\$3,150.63
11	1.00	EA	Perform Three Dimensional Radar Services for large surface areas at least 25001SF and greater- Price Per SQ See Attachment C	\$0.40	\$10,000.40

Grand Total:

\$113,591.03

Grand Total in words:

One Hundred Thirteen Thousand Five Hundred Ninety One Dollars
with Three Cents



Locate / Mark Underground Utilities
City of Lauderdale
Bid Number P2004-001

ATTACHMENT NO. 1

CALTROP Corporation is a Florida licensed surveying business as well as a Florida licensed engineering business. Our project manager is a Florida licensed surveyor and mapper.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPLA(435-7352) or (850) 488-2221

February 24, 2013

CALTROP CORPORATION
9337 MILLIKEN AVE
RANCHO CUCAMONGA, CA 91730-6002

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB7901

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2015.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB7901**

Expiration Date February 28, 2015

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

CALTROP CORPORATION
3400 LAKESIDE DRIVE SUITE 525
MIRAMAR, FL 33027

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

State of Florida

Board of Professional Engineers

Attests that

CALTROP Corporation

is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2015

Audit No: 228201504210

Certificate of Authorization

CA Lic. No:
29214



**Locate / Mark Underground Utilities
City of Lauderdale
Bid Number P2004-001**

ATTACHMENT NO. 2

CALTROP Corporation's team proposed to serve the City of Lauderdale is under contract with the following:

- Broward County Locate/Mark Underground Utilities (G0997313B1).
 - a. Owner: Broward County Traffic Engineering
\$527,068 in Purchase Orders to date
Project is on-going. Contract expires on 5/21/15
 - b. Owner: Broward County Water/Wastewater Department
\$211,731.50 in Purchase Orders to date
Project is on-going. Contract expires on 5/21/15
 - c. Owner: Port Everglades
\$49,180 in Purchase Orders to date
Project is on-going. Contract expires on 5/21/15
- City of Pompano Beach Locating and Marking Underground Facilities
 - a. Owner: City of Pompano Beach Utilities
\$35,000 in Purchase Orders to date
Project is on-going. Contract expires on 5/21/15
- City of Boca Raton Locate/Mark Underground Facilities
 - a. Owner: City of Boca Raton Utility Services Department
\$30,000 in Purchase Orders to date
Project is on-going. Contract expires on 5/21/15
- Pasco County Lines Locate Services
 - a. Owner: Pasco County Utilities
\$542,000 in Purchase Orders to date
Project is on-going. Contract expires on 9/30/2014

State of Florida

Board of Professional Engineers

Attests that
CALTROP Corporation



is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services



ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

DUTIES AND RESPONSIBILITIES OF CONTACTOR.

A. Provide sufficient qualified staff, office and field equipment (computer communications equipment) compatible with and capable of interfacing with the One Call Ticket Management System and Software

B. The Contractor shall in addition to the use of Owner provided hard copy prints; may utilize digital Facility plans (GIS), if available, as a source of information for their field technicians

C. Their field personnel shall be equipped with laptops or other suitable portable electronic equipment capable of managing information in digital format. Such equipment shall be capable of direct wireless access to ticket management and information systems and shall be capable of receiving immediate notification of "Emergency" locate requests. Such equipment shall further utilize wireless cellular modems and be capable of receiving direct email and / or dispatch from the Owner. The field personnel shall be capable of receiving and displaying electronic data in the form of CADD drawings, maps, atlases or GIS databases and shall utilize said information when and where possible for the purpose of conducting facility locations.

D. The contractor will store and safeguard all Owner provided location maps or records made available for locating purposes in a clean dry area in their facility. The Owner shall provide the contractor, if available or applicable, with computerized GIS application containing a database of all known Owner maintained facilities and underground structures (where and if applicable). To the extent permitted by law, such information shall not be disclosed or given to any person(s) not approved by the Owner. The contractor understands that the maps furnished by the Owner shall be the approximate general location of Owner's buried facilities and that accuracy is not guaranteed. In areas where Owner's maps/ GIS do not show underground systems and underground systems do exist, the Contractor / locator will not be held responsible. Where Owner's maps do show underground systems, the contractor will be responsible for locates as described in this contract. The contractor must use its equipment, knowledge and experience to locate all facilities on the ground at locate site.

E. The contractor will maintain records appropriate to support invoicing and recording requirements set forth in this contract. The contractor agrees to the records retention period also set forth in said contract.

F. The contractor will be responsible for making arrangements with all excavators for locate requests. All locate requests shall be processed within two business days, emergencies within two (2) hours and all excavators requiring a meeting shall be called as soon as possible. Meets are required only when the extent and location of an excavation is undeterminable from written or verbal communications, or when requested by the contract administrator.

G. Request to Locate: A request to locate ticket will include any and all facility locating up to 500 feet necessary to identify conflicts with proposed excavation. The actual locate of 500 feet shall be limited to a single street, center line of street or right of way line,

inclusive of both sides of the street and shall include any intersections, and up to fifty (50) feet in either direction of the intersections. When a Request to Locate is determined to be in excess of the 500-Foot limit, at the Locating contractor's discretion, The Excavation Site Contractor will be contacted in order for New Sunshine State One Call Ticket to be generated. Tickets will be billed in increments of 500 LF.

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

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

RECORD KEEPING, REPORTING, AND INVOICING

- A. The Contractor shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. Contractor must provide Owner with access to the ticket management system for the purpose of evaluating Contractor performance.
- B. The Contractor agrees to maintain records to support all work performed and all items billed to the Owner and shall retain all such records for a period of three years.
- C. The Contractor must retain all Digital files, or other written messages for Locate requests for three (3) years. Any verbal requests for Locates or other items of work not followed by a Teletype message will be recorded and retained also.

- D. The Owner may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.
- E. The Contractor shall prepare a written report of all investigations of incidents or damages concerning accuracy of the Locate or Locates including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after reported marking error.

RECORD KEEPING, REPORTING, AND INVOICING

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

DEFINITIONS

- 1. **"Business Day":**
Any day other than Saturday, Sunday or any legal federal, state or local holiday
- 2. **"Excavation":**
Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the origin anal 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 Unlocatable":**
An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in Attachment A). Alternate methods such as GPR or Vacuum Excavation must be used to obtain the accurate position of the facility. GPS readings will be taken to provide future reference of the facility location.
8. **"Locatable Underground Facility":**
An Underground Facility which can be field marked with Reasonable Accuracy (as defined in Attachment A) by using devices capable of identifying and locating underground facilities within the required range of accuracy, or by use of Owner provided Maps, Records, and GIS.
9. **"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.
- 9A. **"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.
- 9B. **Standard Locates Needs to be Met by One or More of the Following Conditions:**
 - Facility made of conductive material.
 - Facility is non conductive material but includes a toneable tracer wire.
 - Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence.

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

- Forcemains
- Sanitary sewers
- Potable water pipe

- Hydrants
- Valves and manholes

10. **“Locates with Ground Penetrating Radar (GPR)”:**

GPR technology allows location of underground utilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground utilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates. As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.

11. **“Locate with Vacuum Digging”**

When Standard Locates techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error, soft digging until the Facility is exposed. Soft Digging can also be used when the invert elevation of a Facility is required.

12. **“Locate with Three-Dimensional Radar Technologies”**

A subset of patented technologies recognized as “GPiR” Systems, Ground Penetrating *Imaging* Radar capable of providing detailed three-dimensional subsurface images. GPiR technologies have been tested and utilized for more than ten-years in surveys in major cities of the US and Europe. These systems utilize a highly-efficient GPR array which can be towed or pushed by a vehicle or similar equipment at speeds of 1 to 3km/h.

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

3D GPiR images clearly show the shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. GPiR images also contain information about the material composition of buried structures (metal vs. plastic), approximate size, and soil conditions. Special patented image processing software is used to extract and highlight utility lines and conduits.

13. **“Locate Request”:**

Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

14. **“Marking”:**

The use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line in accordance with current marking standards of the American Public Works Association to show the field locations of Underground Facilities with Reasonable Accuracy (as defined in Attachment A).

15. **“Sunshine State One Call of Florida SSOCOF or Sunshine 811”**

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

16. **“Reasonable Accuracy”:**
Locating the approximate horizontal location of an Underground Facility (as defined in Attachment A) to the specifications required by applicable law.
17. **“Underground Facility”:**
Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water electronic communications.
18. **“Reasonable Accuracy”:**
By definition A Tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides an Underground Facility.

CITY OF LAUDERHILL



LOCATE / MARK UNDERGROUND UTILITIES CITY OF LAUDERHILL

BID NUMBER P2014-001

CONTRACT DOCUMENTS

March 2014

City of Lauderdale
LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER P2014-001

TABLE OF CONTENTS

SERIES BIDDING REQUIREMENTS AND CONTRACT FORMS

00020 Notice Request for Bidders
00030 Scope of Work
00100 Instructions to Bidders
00101 Bid Checklist
00300 Bid Form
00310 Bid Price Sheet
00401 Bid Bond
00402 Public Entity Crimes Affidavit
00403 Trench Safety Form
00420 Bidders Qualification Form
00421 Subcontractor List
00450 Litigation History Form
00480 Non-Collusion Affidavit
00490 Debarment Certification
00495 Certified Resolution
00500 Contract
00650 Acknowledgment of Conformance with O.S.H.A. Standards

Attachment "A" Specifications and Requirements
Attachment "B" At-Fault Damage History
Attachment "C" Bid Item Description
Attachment "D" Drug Free Workplace Certification
Attachment "E" Client Reference Form

DOCUMENT 00020

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the CITY OF LAUDERHILL is seeking sealed bids for the following work as specified.

LOCATE / MARK UNDERGROUND UTILITIES

BID NUMBER: P2014 - 001

CITY OF LAUDERHILL, FLORIDA

The City of Lauderhill will be accepting sealed bids until **2:45 P.M.** on **March 31, 2014** to be opened at 3:00 P.M. in Room 135, City Hall, 5581 West Oakland Park Blvd., Lauderhill, Florida 33311. ***Bids received after 2:45 P.M. EST will not be considered and will be returned unopened.***

The bid shall be based on providing all materials, equipment and labor for the performance of **Locate & Mark Underground Utilities**. The Contractor shall be responsible for providing all materials, equipment and labor necessary for locating & marking underground utilities as necessary to complete the project per the specifications and instructions. Bids will be based on A GRAND TOTAL BASIS OF UNIT PRICE ITEMS. ***Bids based on a portion of the work will not be considered.***

Bid documents may be examined and obtained on and after **March 7, 2014** on Demand Star, City's website and the Finance Department, 5581 West Oakland Park Blvd., Room 231, Lauderhill, Florida 33313, Responsible questions regarding this offering may be directed to purchasing@lauderhill-fl.gov, The last date to obtain the contract documents or ask questions is 7 days prior to the due date or **March 24, 2014**. Questions after this date will not be answered

An original, four (4) copies and one (1) electronic copy in PDF format, of the bid must be submitted no later than 2:45 P.M. on **March 31 2014** in the City Clerk's Office, City of Lauderhill, 5581 West Oakland Park Boulevard, Suite , 421 Lauderhill, Florida 33313. Responses must be in sealed envelope bearing the words **Locate/Mark Underground Utilities BID#P2014-001**. **E-mailed and faxed bids will not be accepted.**

Bid security in the form of a Bid Bond or certified check made payable to the "City of Lauderhill", in an amount equal to five percent (5%) of the bid, will be required. Bid must use Bond form provided. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

All BIDDERS must register online with the City of Lauderhill. The direct link is: www.colvendor.com

The Public Entity Crimes Affidavit and Trench Safety Form must be completed in its entirety and submitted as part of the bid.

The City Commission of the City of Lauderhill reserves the right to reject any and all bids, to waive any and all informalities or irregularities and to accept or reject all or any part of any bid as they may deem to be in the best interest of the citizens of the City of Lauderhill. **The winning participant is required to enter into a contract with the City of Lauderhill.**

CITY OF LAUDERHILL

A handwritten signature in black ink, appearing to read 'Yolán Todd', with a long horizontal stroke extending to the right.

Yolan Todd
Purchasing Agent

Advertising dates: March 07, 2014 and March 14, 2014

DOCUMENT 00030

**LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER P2014-001**

1. SCOPE:

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

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

The City Commission may renew this Contract for up to three (3) consecutive two-year periods, based on funding availability and the sole discretion of the City.

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

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

Bids shall be submitted in accordance to **Document 0020 -Notice to Bidders**. All Bids shall be complete, with all requested information, data and attachments.

2. SPECIFICATIONS AND REQUIREMENTS:

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

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

3. SUBMITTAL FORMAT

The City is committed to a fair, open process for interested parties to receive information about the Project and for the competitive procurement process that the City is proposing to utilize for selection of a Contractor and award of a Contract. The Bidder shall provide information in accordance with the format requirements set forth in this Section.

Narrative pages shall be 8-1/2 inches by 11 inches, printed on one side only, include separation tabs and shall be bound. A clear and concise presentation of information is encouraged. Sales brochures are not desired unless directly related to the Bid and referenced in the text. Audiovisual materials will not be accepted.

Bid information shall be separated by tabs in the following order:

Section 1: Qualifications

Section 2: Technical/Financial

Section 3: Forms

Section 1: Qualifications

Bidder's Team:

Include a letter with the description of the Bidder's organizational chart, i.e., the form of business structure (corporation, partnership, joint venture, consortia, etc.) and identification of any other entity and their respective roles to which the Bidder intends to assign material responsibilities under the Contract. This section shall include copy of business registrations and licenses. In addition, the Bid shall include a proposed organizational chart with the key personnel involved in the construction.

Similar Past Experience

Bidder must submit a list of minimum three (3) directly relevant projects (Water and/or force main construction and valve installation) completed by the firm within the past five (5) years. This information shall provide references contact information from owner of the project.

Company References

Bidder shall include a list of references of similar work experience with other government entities. The list should include the following: Owners name, phone number, name and description of the project and final cost of the project's construction.

Section 2: Technical/Financial

Financial

Bidder must also provide detailed information concerning all direct and indirect fixed or contingent liabilities undertaken by the Bidder, its parents, affiliates, and subsidiaries in connection with other projects, whether by way of financial or performance commitments, open letters of credit, guarantees, or otherwise that may limit its financial exposure for this project. In addition, the Bidder shall disclose any outstanding litigation of the Bidder's team that could potentially impact its financial condition if judgment is brought against the Bidder's team.

Project Guarantees

The Bidder shall provide evidence of its ability to satisfy the bonding requirements through the submission of a letter-of-intent to provide bonding from a bonding agency of a letter of credit from a financial institution. The Bidder shall provide a description of how it will obtain the insurance coverage required under the Contract, including evidence from all insurance carriers with respect to their commitment to provide required insurance coverage, and evidence of the Best's rating of each insurance carrier.

Section 4: Forms and Price Bid

The Bidder shall include all Forms included in the Bid Checklist and clearly and accurately complete the Bid Sheet Section 00300A.

4. LICENSING REQUIREMENTS:

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

State of Florida Certified Land Surveyor

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

State of Florida Registered Professional Engineer

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

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

5. LOCAL BUSINESS TAX REQUIREMENTS:

A local business tax receipt is required pursuant to Chapter 205.065 Florida Statutes.

6. BID GUARANTY:

All bids shall be accompanied by either an original bid bond executed by a surety company meeting the qualifications for surety companies as specified in Instructions to Bidders, Sections 12, 13, 14 and 20, or by cash, money order, certified check, cashier's check, original irrevocable letter of credit, (Attachment "B") treasurer's check or bank draft of any national or state bank (United States), in an amount equal to 5 percent of the total bid price, payable to the Owner and conditioned upon the successful Bidder executing the Contract and providing the Performance and Payment Guaranty and evidence of insurance within 5 calendar days after notification of intent to award of the Contract. A personal check or a company check of a Bidder shall not be deemed a valid bid guaranty. Guaranty of the successful Bidder shall be forfeited to the Owner not as a penalty, but as liquidated damages for the cost and expense incurred should said Bidder fail to provide the required Performance and Payment Guaranty or Certificate of Insurance or fail to comply with any other requirements set forth herein. Bid Guaranties of the unsuccessful Bidders will be returned after award of Contract.

7. PAYMENT:

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

- 7.1 Partial Payments shall only be made upon approval of the CONTRACTOR'S Application for Payment showing work performed and completed:
- 7.2 Payments shall be based on the unit quantities completed within the billing period (Unit Quantity X Unit Price = Item Total, the sum of all item totals will equate to the payment amount due for the billing cycle).
- 7.3 Less and repair and/or replacement of faulty or defective Work.
- 7.4 The OWNER is satisfied all payrolls, bills for materials and equipment and other indebtedness connected with the work for which the OWNER might in any way be responsible have been paid or otherwise satisfied to the extent and in such form as may be designated by the OWNER.
- 7.5 Back-up documentation of quantities billed to Owner, either in printed form or electronic media.

8. SUBCONTRACTING:

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

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

9. CODE REQUIREMENTS:

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

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

10. CONTRACTOR RESPONSIBILITIES:

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

11. DRUG-FREE WORKPLACE CERTIFICATION:

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

12. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

END OF DOCUMENT

**DOCUMENT 00100
INSTRUCTIONS TO BIDDERS**

1. SUBMITTAL

- 1.1 Sealed bids will be received until the time and date specified in the **Notice to Bidders**, Document 00020
- 1.2 Each bid shall be submitted one original unbound, four (4) duplicates and one (1) electronic copy in PDF format in a sealed envelope plainly marked:

To: City Clerk
City of Lauderhill
5581 W. Oakland Park Boulevard
Lauderhill, FL 33313

Bid for: **LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER: P2014 – 001
City of Lauderhill, Florida**

Submitted By:

Company Name

Street Address

City, State, Zip Code

- 1.3 If said bid is forwarded by mail, it shall be enclosed in another envelope addressed to the City Clerk, City of Lauderhill, 5581 W. Oakland Park Boulevard, Lauderhill, Florida, 33313. Bids will be received at the office of the City Clerk until the time and date specified in the **Notice to Bidders**, Document 00020. Bids received after the time and date specified will not be considered.

2. BIDS

- 2.1 It is understood by the Bidder that the quantities in the bid are for Bid comparison only. Certain portions of the Bid or the entire bid document may be deleted from the awarded contract.
- 2.2 Bids shall be made upon forms provided for that purpose in DOCUMENTS 00100, 00300, 00310, 00401, 00402, 00403, 00420 and 00421, 00450, 00480, 00490, 00495, 00650. Erasures or other changes in a Bid shall be explained or noted over the signature of the Bidder. Each Bidder shall submit one original plus two copies of the bid and its accompanying Bid forms. The forms must be submitted in good order and with all blanks filled in.

3. IRREGULAR BIDS

- 3.1 Bids which are incomplete, conditional or which contain additions not called for, alterations or irregularities of any kind may be rejected.

4. SIGNATURES ON BIDS

- 4.1 Each Bidder shall sign his bid with his full name, company name and address. In cases where a firm or corporation submits a bid, the bid shall be signed with the full name of each member of the firm, or by the name of the officer or officers authorized by its by-laws, in addition to the firm or corporation signature with its official seal affixed hereto.

5. EXAMINATION OF CONTRACT DOCUMENTS

- 5.1 Bidders are notified that they must thoroughly examine the Contract Documents and Specifications which include the Notice to Bidders, Instructions to Bidders, ALL Bid Forms, General Conditions, Supplementary Conditions, Technical Specifications, Figures, Drawings, Maps, and any addenda issued prior to the opening of Bids.
- 5.2 Purchase of the Bid Documents must be made not later than seven (7) days prior to the closing date specified in the **Notice to Bidders**, Document 00020. Upon receipt of the required payment, the Bidder's name and contact information shall be entered in the "Plan Holders List" and will become eligible to submit a bid.

6. EXAMINATION OF SITE

- 6.1 Each Bidder shall visit the site of the proposed work before submitting his bid and shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of work under the Contract. By submission of a bid, the Bidder affirms that he (the Bidder) has investigated and is satisfied as to the conditions of work to be performed and materials to be furnished and shall base his bid on his own opinion of the conditions likely to be encountered, and for the bid prices must assume all risk of variance, by whomsoever made, in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents. (If applicable)
- 6.2 Each Bidder shall thoroughly examine and be familiar with the contract documents and requirements. The failure of any Bidder to examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with existing conditions there, shall in no way relieve any Bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this document.
- 6.3 No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of Contract Documents, nor will they be accepted as a basis in any claim whatsoever for extra compensation or for an extension of time.

7. DISCREPANCIES

- 7.1 Should a Bidder find discrepancies or ambiguities in, or omissions from, the Drawings and Specifications, or should he be in doubt as to their meaning; Bidder shall at once notify the Owner and/or Engineer.

8. INTERPRETATION OF PLANS

- 8.1 On all drawings the figured dimensions shall govern in case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Drawings or of any discrepancy between the Drawings and Specifications. The Engineer shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Drawings and Specifications as construed by the Engineer and the Engineer's decision shall be final. (If Applicable)

9. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO OPENING OF BIDS

- 9.1 If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Drawings, Specifications, or other proposed Contract Documents, they may submit to the Owner and/or Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda duly issued and copies of such addenda will be faxed and/or emailed to each person receiving a set of such documents. Request for interpretations or clarification of the Contract Documents must be made not later than seven (7) days prior to time of Bid opening as specified in the Notice to Bidders, Document 00020. The Owner will not be responsible for any other explanation or interpretation of the documents.

10. TIME OF COMPLETION

- 10.1 All work for this project shall be completed within the number of calendar days as indicated in the Bid of the successful Bidder. Refer to Document 00300.
- 10.2 Completion of the project shall imply complete possession by the Owner and all Contractual obligations met by the Contractor.

11. LABOR REGULATIONS

- 11.1 The Contractor shall fully comply with all laws and regulations concerning labor, work hours, wage rates, labor conditions and related matters.

12. BID SECURITY

- 12.1 A certified check, bank draft, cashiers check, money order or bid bond, in the amount of not less than five percent (5%) of the Bid, shall be paid into the funds of the Owner as liquidated damages, if the Bidder fails to execute the written agreement and furnish the required contract security bond within fifteen (15) calendar days following written notice of award of the contract. The bid bond shall be countersigned by an agent of the Surety Company licensed to operate in the State of Florida.

13. RETURN OF BID SECURITY

- 13.1 Certified checks and Bid Bonds of the unsuccessful Bidders will be returned to the parties submitting same not later than fifteen (15) days after the execution of the contract. In the event that all Bids are rejected, the checks will be returned to all Bidders within fifteen (15) calendar days after date of rejection.

14. CONTRACT BONDS

- 14.1 The Successful Bidder shall furnish a Performance Bond in an amount of at least equal to one hundred percent (100%) of the current Contract Price as security for the faithful performance of this Contract and Payment Bond in the amount of at least one hundred percent (100%) of the current

Contract Price for payment of all persons performing labor on the project under this Contract. The Surety on such bonds shall be by a duly authorized Surety Company satisfactory to the Owner.

15. (A) QUALIFICATION OF BIDDER

- 15.1 A Bidder will be required to show to the complete satisfaction of the Owner that he has the necessary license(s), facilities, equipment, ability, manpower and financial resources to perform the work in a satisfactory manner within the time specified. No contract will be awarded except to responsible Contractors and businesses capable of performing the class of work contemplated. The Bidder shall submit the Qualification Form (DOCUMENT 00420) with his Bid.
- 15.2 The issuance of this Document is the City's process to award a Contract for construction of the Project. Although subject to modification, the City expects the following remaining milestones in the procurement process:
- Hold Pre-Bid Meeting.
 - Receive Bids.
 - Bid opening
 - Evaluation and Ranking of Bid prior to selecting the "lowest responsible, responsive and eligible Bidder".
 - Recommend Selected Bidder to City for award of Contract.
 - Award of Contract.
- 15.3 Bids received in response to this Document will be evaluated using the evaluation criteria described in Section 30 of this document.
- 15.4 After the identification of the Highest-Ranked Bidder, the final Contract will be prepared, incorporating applicable portions of its Bid. If for any reason, the Highest-Ranked Bidder and the Selection Committee are unable to execute the Contract, the City may execute the Contract with the next Highest-Ranked Bidder, and so on until the Contract is awarded or the procurement is terminated.
- 15.5 The City is committed to a fair, open process for interested parties to receive information about the Project and for the competitive procurement process that the City is proposing to utilize for selection and award of this Contract. Bidders are encouraged to submit written comments or questions concerning this Document as early as possible, but in no event, later than seven (7) days prior to the closing date specified in the **Notice to Bidders**, Document 00020. Interested parties are required to submit all questions or requests for information in writing, by email or fax to: omb@lauderdale-fl.gov and copy purchasing@lauderdale-fl.gov.

(B) CONTRACTOR MINIMUM QUALIFICATIONS:

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

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

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

16. DISQUALIFICATION OF BIDDERS

- 16.1 Any or all bids will be rejected if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future bids to the extent allowable by law.
- 16.2 Failure to completely and truthfully fill out all forms given in the bid package shall constitute grounds for disqualification of the bid.

17. WITHDRAWAL OF BIDS

- 17.1 A Bidder may withdraw his bid provided that request is made in writing and delivered either in person or by special delivery mail to the Owner not less than one hour prior to the time set for opening Bids. No bid may be withdrawn after the scheduled closing time for the receipt of Bids for a period of ninety (90) days.

18. OWNER'S RIGHTS RESERVED

- 18.1 The Owner reserves the right to accept any bid, which in his opinion is the lowest responsive bid that best serves the interest of the Owner. The Owner also reserves the right to reject any and all bids.
- 18.2 This Document constitutes an invitation to Bidders to submit Bid to the City. By responding to this Document, Bidders acknowledge and consent to the following conditions relative to the procurement process and the selection of a Bidder. Without limitation and in addition to other rights reserved by the City in this BID, the City reserves and holds, at its sole discretion, the following rights and options:
- To receive questions concerning this BID from Bidders and to provide such questions, and the City's responses, to all Bidders.
 - To supplement, amend, or otherwise modify the BID through the issuance of Addenda to all Bidders, and to supplement the BID with information items, prior to the date of submission of the Bids. Addenda issued to this BID may expand or cancel any portion or all Work described in this BID.
 - To reject any or all bids if there is any reason for believing that collusion exists among the Bidders, and participants in such collusion will not be considered in future bids to the extent allowable by law.
 - To reject any or all Bid Bids, to waive any technicalities, immaterial irregularities, or minor informalities in the Bid Bids, to request clarifications or modifications during Bid evaluation and to select the Bidder whose Bid, in the City's judgment, best serves the interests of the City.
 - To seek additional information from any and all Bidders to supplement or clarify the Bid Bids submitted.
 - To eliminate any Bidder that submits an incomplete or inadequate Bid or is not responsive to the requirements of this BID.
 - To discontinue discussions with the Highest-Ranked Bidder and commence discussions with the next Highest-ranked Bidder, and so on until the Contract is awarded or the procurement terminated.
 - To visit and examine any of the references included in the Bid and others

facilities designed or built by the Bidder.

- To cancel this BID in whole or in part, with or without substitution of another BID, if such cancellation is determined to be in the best interest of the City.
- To take any action affecting the BID process or the Project that would be in the best interests of the City.

19. OWNER REPRESENTATIVE AND CONSULTANT

- 19.1 The Agent for the Owner, the City of Lauderhill, in all matters pertaining to the work on this project shall be the Capital Projects Manager.

20. QUALIFICATION OF SURETY

- 20.1 The Contractor may provide a cash bond, an irrevocable letter of credit drawn on a Florida Bank acceptable to the City or a Surety Bond executed by a corporate surety company authorized to do business in the State of Florida, holding a certificate of authority from the Secretary of the Treasury of the United States as acceptable sureties on Federal Bonds and executed and issued by a resident agent licensed and having an office in the State of Florida, and resident agent in Broward County representing such corporate surety. Said Surety Bond or its equivalent shall be in effect prior to the issuance of any work permits and shall remain in effect until the provisions of the agreement to transfer ownership of any improvements have been fulfilled.

21. SUBCONTRACTORS

- 21.1 The Contractor shall furnish concurrently with Bid submission, a list of the names of the subcontractors proposed for all parts of the work. Subcontractors shall be listed in Document 00421.
- 21.2 Upon the Engineer's request, submit the name, address, phone number and occupational license number. Indicate at least three references and three projects of similar nature.
- 21.3 The Owner shall promptly notify the Contractor in writing if, after due investigation, has reasonable objections to any subcontractor on such list and does not accept him. Failure of the Owner to make objection to any subcontractor on the list by the date given on the Notice to Proceed shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without written approval of the Owner.

22. INSURANCE

- 22.1 The Bidder's attention is directed to the insurance requirements set out in the Supplementary Conditions herein. Each Bidder will be required to furnish updated certificate(s) of insurance upon submittal of bid documents. The awarded contractor will cause to be issued by the insurance carrier, an endorsement naming the Owner and its Agents as the named insured under such contract of insurance.

23. POWER OF ATTORNEY

- 23.1 Attorneys-in-fact who sign contract bonds must file with each bond a certified copy of their Power of Attorney dated the same or subsequent to the Contract.

24. AWARD OF CONTRACT

- 24.1 The Contract, if awarded, will be awarded to the lowest responsible, responsive and eligible Bidder. Such a Bidder shall possess the skill, ability and integrity necessary for the faithful performance of

the work. The term "lowest responsible, responsive and eligible Bidder" as used herein shall mean the Bidder whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary to the faithful performance of the work.

- 24.2 The Owner may reject all Bids at the Owner's sole option and re-bid either all or part of the work proposed by this Bid offering.

AWARD CRITERIA:

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

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

25. ACCEPTANCE PERIOD

- 25.1 The Bidder shall hold his Bid good for acceptance by the Owner for a period of not less than ninety (90) calendar days following the date of the Bid opening. The Bid guarantee required herein above shall be effective for this period.

26. AWARD PROTESTS

- 26.1 The City of Lauderhill has a written bid protest procedure to address all disputes regarding award recommendations, disqualification of Bidders and interpretation of Bidder-submitted information. Bidders must follow this procedure in order to perfect any protests against the award. This procedure is available from the Purchasing Department.

27. EQUAL OPPORTUNITY REQUIREMENTS

- 27.1 If awarded the Contract, the Bidder agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap or marital status. The Bidder shall take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, handicap or marital status. Such action shall include, but not be limited to, the following: employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

28. PERMITS AND FEES

- 28.1 The winning Bidder, after award of a contract, shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. Permit fees by the City of Lauderhill shall be waived, all other fees shall be included as part of the Bid price.

29. SALES TAX

- 29.1 The Contractor shall familiarize himself with the requirements and procedures as applicable in the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the Owner.
- 29.2 Under the approved procedures, the original contract between the political subdivision and the Contractor includes the costs associated with the work to be performed plus the materials to be incorporated into the work. After the work commences, the Contractor forwards a Purchase Requisition Form for the needed materials to the Owner. The Owner prepares a Purchase Order which includes the Owner's exemption certificate, and transmits it back to the Contractor. The materials are delivered to the Contractor who is responsible for ensuring that the correct quantities of materials are delivered, at the correct price. The Owner then sends the Contractor a Notice of Reduction of the contract price, and draws a check payable directly to the vendor.
- 29.3 Under this Contract, the City of Lauderhill may incorporate the Sales Tax Exemption Program for certain items. The Owner retains legal and equitable title to all directly purchased materials. A requirement for utilizing the approved procedures is that neither the Contractor nor any subcontractor may be the vendor of any of the materials purchased as a part of this program. The City reserves the right to alter the selections in this paragraph prior to award of the Contract.
- 29.4 Under the approved procedures, the Contractor still assumes responsibility for ordering, receipt and handling of the construction materials. The Contractor coordinates the purchases, ensures that the appropriate material warranties or guarantees are obtained, inspects and assesses the materials at the time of delivery, and assumes liability for loss or damage to the materials following acceptance, if such loss or damage is due to the negligence of the Contractor. The Contractor remains responsible for all damages resulting from the incorporation of defective or nonconforming construction materials. The Owner retains legal and equitable title to all directly purchased materials, and maintains builder's risk insurance for these materials. A requirement for utilizing the approved procedures is that neither the Contractor nor any subcontractor may be the vendor of any of the materials purchased.
- 29.5 Pursuant to TAA 95(A)-046, these procedures ensure the tax-exempt status of the materials purchased for a public works contract.

30. EVALUATION OF BID

- 30.1 During the Bid Opening, Bid Bids will be individually evaluated for "conformance". Any Bid determined to be incomplete in any material respect may be deemed "non-responsive" and may be rejected in its entirety at that time. Materially responsive Bid Bids will include the following:
- Delivery Bid Bids to the correct address by the specified time.
 - Bid Bond for 5% of the contract value.
 - Price shall be submitted using Bid Price Sheet 00310
 - Completed, signed and where applicable, notarized Bid Forms and Attachments
 - Bidder has provided proof of commitment for required insurance, payment bond and performance bond requirements.
 - No exceptions taken to the draft Contract as part of the Bid.

- 30.2 Award of contract will be in accordance with City of Lauderhill Code of Ordinance Chapter 2, Article III, Section 2-139 (f).

END OF DOCUMENT

**DOCUMENT 00101
BIF CHECKLIST**

BID No: **P2014-001** BID Title: **LOCATE/MARK UNDERGROUND UTILITIES**

COMPANY NAME: _____

PHONE: _____ FAX: _____

BEFORE SUBMITTING YOUR BID PLEASE ENSURE THE FOLLOWING:

A check mark indicates your compliance.

- _____ 1. The Bid Package was read in its entirety
- _____ 2. Instruction to Bidders 00100
- _____ 3. Bid Form 00300 was completed
- _____ 4. Price Bid Sheet 00310 was completed
- _____ 5. Bid Bond was obtained and sheet 00401 was completed
- _____ 6. Public Entity Crimes Affidavit Sheet 00402 was completed and notarized
- _____ 7. Trench Safety Form 00403
- _____ 8. Bidders Qualification Form 00420 was completed. Evidence of Insurance and copies of applicable licenses are attached.
- _____ 9. Sub Contractor List 00421 was completed.
- _____ 10. Litigation History 00450 was completed.
- _____ 11. Non collusive affidavit 00480 was completed
- _____ 12. Debarment certification 00490 was completed
- _____ 13. Certified Resolution 00495 was completed
- _____ 14. Acknowledgement of Conformance With O.S.H.A Standards 00650.
- _____ 15. Include any Addendum issued
- _____ 16. Attachment D – Drug-Free Workplace Certification
- _____ 15. Attachment E – Client Reference Form
- _____ 17. One (1) original and four (4) copies of the Bid, and one (1) electronic copy in PDF format, are being submitted with the **Bid Number and Bid Name clearly marked on the envelope** in which the Bid is being submitted. BID is being submitted **prior to the deadline**.

FAILURE TO PROVIDE THE REQUESTED DOCUMENTS MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

DOCUMENT 00300

BID FORM

**LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER P 2014-001**

Date: _____

BID TO: Honorable Mayor & City Commission
City of Lauderhill

SUBMITTED BY:

Company Name

Street Address

City, State, Zip Code

The undersigned, as Bidder, hereby declares that he is acquainted with the site of the construction as shown on the drawings and specifications and has fully acquainted himself with the work to be done; that he has thoroughly examined the Drawings, Specifications and all Contract Documents pertaining thereto; and has read any related documents; all as designated under the **City's BID P2014-001**.

The Bidder proposes and agrees, if this bid is accepted, to furnish all necessary materials, tools, construction equipment, all necessary transportation, labor and supervision to complete the construction as shown, detailed and described in the Specifications and on the drawings.

It is understood by the Bidder that the quantities in the following quotation form are given for the purpose of bid comparison only.

It is understood by the Bidder that all bid item amounts shall be submitted. In the event any item is not included, the Owner may reject the bid.

It is further understood that certain portions of the bid document may be deleted from the awarded contract at the Owner's discretion.

The Bidder acknowledges that included in the various items of the bid and the total bid price are costs for complying with the Florida Trench Safety Act of 1990.

The Bidder agrees that, if Awarded the Contract, he will completely ratify the Contract Documents within 15-calendar days of the Notice of Award and shall be fully complete within **90 days** for total contract from the date of the Notice to Proceed.

IF BIDDER IS AN INDIVIDUAL

By: _____ (SEAL)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

IF BIDDER IS A PARTNERSHIP

By: _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

IF BIDDER IS A JOINT VENTURE

By: _____

(Name)

(Address)

By: _____

(Name)

(Address)

(Each joint venture partner must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

IF BIDDER IS A CORPORATION

By: _____

(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Title)

Phone No.: _____

(Corporate Seal)

Attest: _____
(Secretary)

Business address: _____

Phone No.: _____

END OF DOCUMENT

DOCUMENT 00310
BID PRICE SHEET
LOCATE / MARK UNDERGROUND UTILITIES
BID P2014-001

Item	Estimated Annual Quantity	Units	Description of Services	Unit Price	Item Total
1	5000.00	EA	Standard Locate and Mark All City Owned Facilities in the Area Specified in the SSCOF Ticket. See Attachment C		
2	500.00	EA	Locates with Ground Penetrating Radar (GPR) and Mark City Owned Facilities. See Attachment C		
3	100.00	EA	Locate with Vacuum Digging (POT-HOLING) and Mark City Owned Facilities See Attachment C		
4	100.00	EA	Placement of Electronic Markers after a line has been exposed through Vacuum Digging See Attachment C		
5	200	EA	The Taking of GPS coordinates utilizing sub meter equipment See Attachment C		
6	10.00	EA	Emergency Standard Locate 5:00pm-5:00 AM Weekdays and all day Saturday and Sunday See Attachment C		
7	5000.00	EA	Electronic Ticket Management Receipt and Delivery of Request to locate tickets from Sunshine State One Call See Attachment C		
8	6750.00	EA	Screened and Cleared Tickets. Receive Request to Locate ticket from SSOCOF, screen and clear for "out of area" See Attachment C		
9	1.00	EA	Perform Three Dimensional Radar Services for small surface areas at least 1000SF to a maximum of 5000 SF- Price Per SQ See Attachment C		
10	1.00	EA	Perform Three Dimensional Radar		

			Services for medium surface areas at least 5001SF to a maximum of 25000 SF- Price Per SQ See Attachment C		
11	1.00	EA	Perform Three Dimensional Radar Services for large surface areas at least 25001SF and greater- Price Per SQ See Attachment C		

Grand Total:

Grand Total in words:

DOCUMENT 00401

CITY OF LAUDERHILL
BID BOND

BIDDER: *(Name and Address):*

SURETY: *(Name and Address of Principal Place of Business):*

OWNER: *(Name and Address):*

CITY OF LAUDERHILL
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313

BID: BID DUE DATE: **March 31, 2014**

PROJECT TITLE:

**LOCATE/MARK UNDERGROUND UTILITIES
BID NUMBER: P2014-001**

BOND: BOND NUMBER: _____

DATE: *(Not later than Bid Due Date):* _____

PENAL SUM: _____ 5% of Bid Amount _____

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:
 - 1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by Owner, or
 - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or Bid as applicable.

END OF DOCUMENT

DOCUMENT 00402

**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 CITY OF LAUDERHILL, FLORIDA
[print name of the public entity]

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 misrepresentation.

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 no lo contender.

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. 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 relation 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 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, nor any 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, nor any 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 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 (ONE) 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)

END OF DOCUMENT

**DOCUMENT 00403
TRENCH SAFETY FORM**

This form must be completed and signed by the Bidder. Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder, by signing and submitting the bid, assures that the Bidder will perform trench excavations in accordance with applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance

Amount: Total \$ _____

Bidder acknowledges that this amount is included in the applicable items of the Bid and in the Grand Total Bid Price. Failure to complete the above will result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review and assess all safety precautions, programs and costs, and the means, methods, techniques or technique adequacy, reasonableness of cost, sequences and procedures of any safety precaution, including, but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, responsible to determine any safety or safety related standards that apply to the project.

Witness Signature

Bidder Signature

Witness Printed Name

Printed Name

Witness Address

Title

Date

Date

END OF DOCUMENT

**DOCUMENT 00420
BIDDERS QUALIFICATION FORM**

**LOCATE / MARK UNDERGROUND UTILITIES
BID No: P2014-001**

Please answer all questions as completely as possible, using attachments as necessary or required.

1. How many years has your organization been in business as a Contractor? Please attach all certifications, licenses, endorsements etc. (Attachment No. 1 to this Document)

2. Describe the last project of this nature you have completed?

3. Have you ever failed to complete work awarded to you: If so, where and why?

4. Name three individuals or corporations for which you have performed work and that will attest to your company's performance (list contact person(s) and phone nos.):

5. List the following information concerning all contracts on hand as of the date of submission of this Bid. (In case of co-venture, list the information for all co-ventures).

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>TOTAL CONTRACT VALUE</u>	<u>CONTRACTED DATE OF COMPLETION</u>	<u>% COMPLETION TO DATE</u>
--------------------------------	--------------	-------------------------------------	--	-------------------------------------

(Continue list on inset sheet if necessary)
(Attachment No. 2 to this Document)

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

7. Will you sublet any part of this work? If so, please list subcontractors in Document 00421.

8. What equipment do you own that is available for the work?

9. What equipment will you purchase for the proposed work?

10. What equipment will you rent for the proposed work?

11. Attach the Financial Statement of the undersigned to this document and furnish the name and telephone number of the individual who can best answer questions regarding this statement:

(Attachment No. 3 to this Document)

12. State the true, exact, correct, and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the name of all the partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

- (a) The business is a (Sole Proprietorship, Partnership, Corporation)

- (b) The address of principal place of business is

- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

13. State your current insurance Experience Risk Modifier (ERM)

14. State your current bonding capacity

15. State your current bonding obligations

16. State your current bonding rate (%)

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

Signature of Bidder

END OF DOCUMENT

**DOCUMENT 00421
SUBCONTRACTORS LIST**

**LOCATE/MARK UNDERGROUND UTILITIES
BID NUMBER: P2014-001**

LIST THE COMPANY NAME ALONG WITH THE TRADE AND THE APPROXIMATE VALUE OF THEIR INVOLVEMENT IN THE PROJECT. ADDITIONAL INFORMATION MAY BE REQUIRED UPON SUBMISSION OF THE BID AS DESCRIBED IN DOCUMENT 00100.

1.

2.

3.

4.

5.

END OF DOCUMENT

**DOCUMENT 00450
LITIGATION HISTORY FORM
LOCATE/MARK UNDERGROUND UTILITIES
BID NUMBER P2014-001**

Please answer all questions as completely as possible, using attachments as necessary or required.

1. How many years has your organization been in business as a Contractor?
2. List all litigation in which your organization has been a plaintiff or defendant within the last ten (10) years. Bidders should be aware that prior litigation history can disqualify your bid. Attach additional pages if necessary.

PLAINTIFF

DEFENDANT

1. _____

Brief Description: _____

2. _____

Brief Description: _____

3. _____

Brief Description: _____

4. _____

Brief Description: _____

5. _____

Brief Description: _____

6. _____

Brief Description: _____

7. _____

Brief Description: _____

8. _____

Brief Description: _____

9. _____

Brief Description: _____

10. _____

Brief Description: _____

Signature of Bidder

END OF DOCUMENT

**NON-COLLUSIVE AFFIDAVIT
LOCATE / MARK UNDERGROUND UTILITIES
BID NUMBER: P2014-001**

STATE OF _____)
COUNTY OF _____) ss.

_____ being first duly sworn,
deposes and says that:

- (1) He/She is the _____ of,
(Owner, Partner, Officer, Representative or Agent)
_____ the Bidder that has submitted the
attached bid:
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid
and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder,
firm, or person to submit a collusive or sham Bid in connection with the Work for which
the attached Bid has been submitted; or to refrain from bidding in connection with such
Work; or have in any manner, directly or indirectly, sought by agreement or collusion,
or communication, or conference with any Bidder, firm, or person to fix the price or
prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost
elements of the Bid price or the Bid price of any other Bidder, or to secure through any
collusion, conspiracy, connivance, or unlawful agreement any advantage against
(Recipient), or any person interested in the proposed Work:
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted
by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Bidder or any other of its agents, representatives, owners, employees or parties in
interest, including this affidavit.

BY:

ITS:

Subscribed and sworn to before me this _____ day of _____ 20____.

My commission expires _____

END OF DOCUMENT

DOCUMENT 00490

DEBARMENT CERTIFICATION
49 CFR Part 29- Appendix B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, bid, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this bid is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this bid that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9,

subpart 9.4, suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

END OF DOCUMENT

**DOCUMENT 00495
CERTIFIED RESOLUTION**

I, _____, the duly elected Secretary
(person's name)

of _____, a corporation organized and
(Business Name)

existing under the laws of the State of _____,

do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

“IT IS HEREBY RESOLVED THAT _____”
(Person's name)

The duly elected _____ of _____
(Title of Officer) (Business Name)

is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Lauderhill and such other instruments in writing as may be necessary of behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Lauderhill shall be duly protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised revoked or rescinded.

I further certify that the following are the name, titles, and official signatures of those persons authorized to act by the foregoing resolution:

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation

this _____ day of _____, 2014.

By: _____
Secretary

(SEAL)

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Lauderhill that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so, on its behalf.

END OF DOCUMENT

DOCUMENT 00500
CONTRACT

THIS CONTRACT ("Contract"), effective as of the date of the last party to sign below, is between the City of Lauderhill ("Owner"), having an address at 5581 W. Oakland Park Blvd., Lauderhill, FL 33313 and _____ ("Contractor")

having an address
at _____.

WHEREAS, the Contractor submitted a written response to City of Lauderhill **BID P2014-001**;

and WHEREAS, on _____ the Lauderhill City Commission accepted the bid by approving Resolution NO. _____ and

WHEREAS, the bid submitted to the City of Lauderhill by Contractor is attached to this agreement as Exhibit A and made a part hereof.

For valuable consideration the parties hereby agree as follows:

1. SCOPE OF WORK: In general, the work includes Locate and Mark Underground Utilities in the City of Lauderhill, to include labor, equipment, material and incidentals required to complete the project.

Contractor shall furnish all labor, materials, equipment and supervision to perform all work necessary to fulfill the terms of **BID P2014-001** all in full and complete accordance to the following Contract Documents, which are attached hereto and incorporated by reference as a part of this contract:

- A. This Agreement- Document 00500
- B. BID – Document 00030
- C. Instructions to Bidders- Document 00100
- D. Bid Form- Document 00300
- E. Price Bid Sheet – Document 00310
- F. Public Entity Crimes Statement – Document 00402
- G. Trench Safety Form – Document 00403
- H. Bidder's Qualification Form – Document 00420
- I. Subcontractor List – Document 00421
- J. Litigation History – Document 00450
- K. Non-collusive affidavit – Document 00480
- L. Debarment Certification – Document 00490
- M. Certified Resolution – Document 00495
- N. OSHA Conformance – Document 00650
- O. Specifications and Requirements – Attachment "A"

- P. At-Fault Damage History – Attachment “B”
- Q. Bid Item Description – Attachment “C”
- R. Drug Free Workplace Certification – “D”
- S. Client Reference Form – Attachment “E”
- T. Supporting Documents

2. WORK SITE: The project shall be constructed on public right of way and/or property of the Owner in various locations as described in the Scope of Work.

3. TIME OF COMPLETION: The Contractor shall commence the Work proposed under this Agreement on a date to be specified in a written Notice to Proceed by the Owner and shall fully complete all work within the time stipulated in the Bid/Bid. Contractor shall commence the work to be performed under this Contract on or before _____ and shall substantially complete the work on or before _____. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.

4. LIQUIDATED DAMAGES: Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Projects are not completed within the times specified in this agreement. The Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Project is not completed on time. Accordingly, instead of requiring such proof,

Owner and contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each day that expires after the completion date stated in paragraph 2 above.

5. MATERIALS: Contractor must produce samples of all materials to be used for the Project to the Owner and receive the Owner’s written approval for use of the specific materials prior to utilization of any such materials in the project.

6. INTERRUPTION/SECURING JOB SITE: Contractor will take whatever steps necessary to adequately and safely secure the Job Site. However, contractor understands that the project is to be performed with minimal interruption to the existing everyday activities. In the event of an interruption of activities, such interruption shall not exceed eight (8) hours duration and Contractor shall provide Owner with no less than forty-eight (48) hours notice prior to commencing any such interruptions.

7. PERMITS: Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government. Permit fees by the City of Lauderhill shall be waived, all other fees shall be included as part of the Project price.

8. INSURANCE: Contractor shall maintain general liability, workers compensation, builder’s risk insurance and all other forms of insurance and/or bonds as specifically required in **BID 2014-001**. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five days after the receipt of notice from such form and amount with such surety or sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such

new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

9. SURVEY AND TITLE: If the Project is near the Owner's property boundary, Owner will point out property lines to the Contractor. If the Owner or Contractor has any doubt about the location of the property lines, Owner shall provide Contractor with boundary stakes through a licensed surveyor. In addition, Owner shall provide Contractor documentation that Owner has title to the Work Site and shall provide Contractor copies of any covenants, conditions, or restrictions that affect the Work Site,

10. CHANGES TO SCOPE OF WORK: The Owner shall not accept any change orders from the Contractor for the Project. By executing this agreement, Contractor specifically acknowledges that Contractor has performed due diligence and will perform the work for the price stated in Contractor's bid that was accepted by the City of Lauderhill City Commission by resolution Number _____ on _____.

11. CONTRACT PRICE: Owner agrees to pay Contractor the sum of _____ for performing the services set forth in the scope of the work and **BID 2014-001**. Contractor shall be paid based upon Applications for Payment submitted to the owner by the Contractor. The Owner shall make progress payments on account of the Contract Sum to the Contractor as follows:

- A. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- B. Each Application for Payment shall be accompanied with a written statement signed by the Contractor or City Engineer (select one and cross out the other) certifying satisfactory completion of the required percentage of the Project.
- C. Owner shall pay within thirty (30) calendar days of receipt of Contractor's proper invoice.
- D. Owner shall retain Ten Percent (10%) of the total Project until the Project is completed pursuant to this agreement.
- E. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- F. Owner shall make final payment to Contractor, including retained funds, after the project has been completed to the satisfaction of the owner and all appropriate releases and waivers of lien have been provided to the Owner.
- G. Payment Bond(s) and Performance Bond(s) must be provided to Owner upon execution of this contract, which is deemed to be incorporated herein, and which must remain in full force and effect during the entire term of the Project.

12. ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

13. TERMINATION FOR CAUSE

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - I. Contractor's persistent failure to perform the work in accordance with the contract documents (including, but not limited to, failure to supply sufficient

skilled workers or suitable materials or equipment or failure to adhere to the progress schedule;

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's disregard of the authority of Capital Projects Manager or designee; or
4. Contractor's violation in any substantial way of any provisions of the contract documents.

- B. If one or more of the events identified in paragraph 11 occur, Owner may, after giving Contractor (and the surety, if any) seven days written notice, terminate the services of Contractor, exclude Contractor from the site, and take possession of the work and of all Contractor's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by the Capital Projects Manager or designee as to their reasonableness and, when so approved by the Capital Projects Manager or designee, incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.
- C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14. TERMINATION FOR CONVENIENCE

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Contract. In such case, Contractor shall be paid (without duplication of any items):
1. for completed and acceptable work executed in accordance with contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with subcontractors, suppliers, and others; and
 4. for reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15. INTERPRETATION:

A. Entire Agreement. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties.

B. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

16. ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

17. PERFORMANCE:

A. Contractor may, at its discretion, engage licensed subcontractors to perform work pursuant to this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

B. All work shall be completed in a workman-like manner and in compliance with all specifications and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

C. Contractor agrees to remove all debris and leave the premises in clean condition appropriate to the usage of said premises.

D. The rate of wages for all laborers, mechanics, and apprentices employed by the Contractor or any Subcontractor on the work covered by this Contract shall not be less than the prevailing rates of wages for similar skills or classifications.

E. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner.

F. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for the period and in the manner described in the General Terms and Conditions and shall immediately correct any defects which may appear during this period upon notification by the Owner or the Engineer.

18. INDEMNITY. For the additional consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the execution of this Agreement, Contractor hereby covenants and agrees to defend fully, protect, indemnify and hold harmless the City from and against each and every claim, demand or cause of action and any and all liability, cost, expense (including but not limited to reasonable attorneys' fees, costs and expenses incurred in defense of the City, even if incident to appellate, post-judgment or bankruptcy proceedings), damage or loss in connection therewith which may be made or asserted by Contractor's employees or agents, or any third parties (including but not limited to the City) on account of personal injury, death, damage or property damage caused by, arising out of or in any way incidental to or in connection with its performance hereunder. At the election of the City, Contractor shall contest and defend the City against any such claims of liability against the City. The City shall in any event, have the right, through counsel of its choice, to control the defense or response to any such claim to the extent it could affect the City financially. This indemnification shall also include any claim or liability arising from or in any way related to actual or threatened damage to the environment, agency costs by investigation, personal injury or death, or damage to property, due to a release, alleged release, or improper handling by Contractor regardless of the merits of the claim. The term "City" shall be deemed to include the City Commission and its agents, employees and affiliates. For purposes of this indemnification, "claims" shall mean and include all obligations, actual and consequential damages and cost reasonably incurred in the defense of any claim against the City, including but not limited to, reasonable accountants', attorneys' and expert fees, cost of investigation and proof of facts, court costs, other litigation expenses. The City shall have the right to defend any such claim against it in such manner as the City deems appropriate or desirable in its sole discretion. This indemnity shall continue in force and effect subsequent to and notwithstanding the expiration or termination of this agreement.

19. RECORDS AND AUDIT

19.1 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

19.2 CONTRACTOR agrees that it shall keep and maintain accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of this Agreement are the

property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with the terms of any Agreement between the parties.

19.3 The public shall be provided access to records regarding the services provided under the terms of this Agreement in the same manner that the CITY fulfills all public records requests. CONTRACTOR shall not disclose any public records that are exempt or confidential and exempt from public records disclosure requirements except as authorized in writing by CITY and authorized by law.

19.4 CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours notice by the CITY. Contractor shall retain all public records and transfer, at no cost, to the CITY all records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

In Witness Whereof, the parties have made and executed this agreement as authorized by the City of Lauderhill through Resolution NO. _____

CITY OF LAUDERHILL, a municipal corporation

By _____
Charles Faranda, City Manager

____ day of _____ 2014

Approved as to form by:

W. Earl Hall
City Attorney, City of Lauderhill

_____, a Florida Corporation

By _____

Title _____

____ day of _____ 2014

DOCUMENT 00650

ACKNOWLEDGEMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS

TO: THE CITY OF LAUDERHILL

We _____, hereby acknowledge and agree
that as

contractors for the **LOCATE / MARK UNDERGROUND UTILITIES, BID NUMBER: P2014-001**, that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, along with all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the City of Lauderhill and its consultants, against any and all legal liability or loss the City or the Engineer may incur due to our failure to comply with such act.

ATTEST

CONTRACTOR

ATTEST

By: _____

Title: _____

DATE _____

END OF DOCUMENT

ATTACHMENT "A"

SPECIFICATIONS AND REQUIREMENTS

DUTIES AND RESPONSIBILITIES OF CONTACTOR.

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

inclusive of both sides of the street and shall include any intersections, and up to fifty (50) feet in either direction of the intersections. When a Request to Locate is determined to be in excess of the 500-Foot limit, at the Locating contractor's discretion, The Excavation Site Contractor will be contacted in order for New Sunshine State One Call Ticket to be generated. Tickets will be billed in increments of 500 LF.

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

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

RECORD KEEPING, REPORTING, AND INVOICING

- A. The Contractor shall be required to provide computerized application integration to the online One Call Ticket Management and Map Screening application. Contractor must provide Owner with access to the ticket management system for the purpose of evaluating Contractor performance.
- B. The Contractor agrees to maintain records to support all work performed and all items billed to the Owner and shall retain all such records for a period of three years.
- C. The Contractor must retain all Digital files, or other written messages for Locate requests for three (3) years. Any verbal requests for Locates or other items of work not followed by a Teletype message will be recorded and retained also.

- D. The Owner may request from the Contractor, at no additional cost, all or randomly selected Locate requests received for each billing period.
- E. The Contractor shall prepare a written report of all investigations of incidents or damages concerning accuracy of the Locate or Locates including names, measurements, addresses, methods, pictures, or other pertinent information relative to the incident. Reports shall be furnished to the Contract Administrator within five (5) working days after reported marking error.

RECORD KEEPING, REPORTING, AND INVOICING

- F. Ordinarily emergency locate request shall be forwarded via e-mail, but may be verbally transmitted, followed by a written confirmation such as a facsimile unless otherwise dictated due to circumstances beyond the control of the Owner.
- G. Invoicing by the 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.
- H. The monthly report to accompany and support the invoice will include and itemized tabulation which shows the following information with respect to each locate request the Contractor received:
 - 1. Ticket Number.
 - 2. Locate Date.
 - 3. Type of Request.
 - 4. Disposition of Request
 - 5. Equipment / Methodology used to perform locate, i.e., GPR, EM, Vacuum Excavation
- I. In the event of a locate assignment which is not completed, the Owner shall not pay for the relocate.

DEFINITIONS

- 1. **"Business Day":**
Any day other than Saturday, Sunday or any legal federal, state or local holiday
- 2. **"Excavation":**
Any operation in which earth, rock or other material on or below the surface of the ground is moved or otherwise displaced by any means (except the tilling of soil less than twelve (12) inches in depth for agricultural purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line).
- 3. **"Excavation Site":**
The area where an Excavator intends to perform or actually performs Excavation.
- 4. **"Excavator":**

Any person who engages directly in Excavation and/or the designee of Excavation, and who requests the location of Underground Facilities.

5. **“Excavator Notification”:**
Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.
6. **“Facility Owner”:**
The owner of a specific Underground Facility.
7. **“Identified, But Unlocatable”:**
An Underground Facility, the presence of which is known but which cannot be field marked with Reasonable Accuracy (as defined in Attachment A). Alternate methods such as GPR or Vacuum Excavation must be used to obtain the accurate position of the facility. GPS readings will be taken to provide future reference of the facility location.
8. **“Locatable Underground Facility”:**
An Underground Facility which can be field marked with Reasonable Accuracy (as defined in Attachment A) by using devices capable of identifying and locating underground facilities within the required range of accuracy, or by use of Owner provided Maps, Records, and GIS.
9. **“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.
- 9A. **“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.
- 9B. **Standard Locates Needs to be Met by One or More of the Following Conditions:**
 - Facility made of conductive material.
 - Facility is non conductive material but includes a toneable tracer wire.
 - Accurate facility system information is available and sufficient superficial facility components are present, to produce and locate with an acceptable degree of confidence.

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

- Forcemains
- Sanitary sewers
- Potable water pipe

- Hydrants
- Valves and manholes

10. **“Locates with Ground Penetrating Radar (GPR)”:**

GPR technology allows location of underground utilities made of non-conductive materials such as concrete, clay, PVC and others. It can be used as a second option to locate underground utilities. GPR requires expensive equipment and a highly trained specialist to operate it. It also requires significantly more time than Standard Locates. As with all technology, it has its limitation. In some cases factors such as depth of the Facility, water content of the soil, water table and type of soil, may limit the ability of the equipment to effectively locate the underground Facility.

11. **“Locate with Vacuum Digging”**

When Standard Locates techniques and GPR fails, the alternative is to locate the underground Facility with a process of trial and error, soft digging until the Facility is exposed. Soft Digging can also be used when the invert elevation of a Facility is required.

12. **“Locate with Three-Dimensional Radar Technologies”**

A subset of patented technologies recognized as “GPiR” Systems, Ground Penetrating *Imaging* Radar capable of providing detailed three-dimensional subsurface images. GPiR technologies have been tested and utilized for more than ten-years in surveys in major cities of the US and Europe. These systems utilize a highly-efficient GPR array which can be towed or pushed by a vehicle or similar equipment at speeds of 1 to 3km/h.

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

3D GPiR images clearly show the shape and depth of buried pipes and other underground structures, such as trench walls or concrete footings. GPiR images also contain information about the material composition of buried structures (metal vs. plastic), approximate size, and soil conditions. Special patented image processing software is used to extract and highlight utility lines and conduits.

13. **“Locate Request”:**

Notice of proposed Excavation made by an Excavator to the One-Call Locator Service Center.

14. **“Marking”:**

The use of flags or paint strips of a minimum of two (2) inches by twelve (12) inches, or other clearly identifiable materials at distances of every fifteen (15) feet, and at each divergence from a straight line in accordance with current marking standards of the American Public Works Association to show the field locations of Underground Facilities with Reasonable Accuracy (as defined in Attachment A).

15. **“Sunshine State One Call of Florida SSOCOF or Sunshine 811”**

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

16. **“Reasonable Accuracy”:**
Locating the approximate horizontal location of an Underground Facility (as defined in Attachment A) to the specifications required by applicable law.
17. **“Underground Facility”:**
Any item buried or placed below the surface of the ground for use in connection with the storage or conveyance of potable water, sewage, raw water, reuses water electronic communications.
18. **“Reasonable Accuracy”:**
By definition A Tolerance zone shall exist encapsulating an area within twenty-four (24) inches of the outside dimensions of both sides an Underground Facility.

ATTACHMENT "B"
AT-FAULT DAMAGE HISTORY

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

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

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

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

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

BID ITEM DESCRIPTION

1. Standard Locate:

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

2. Locate with GPR

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

3. Locate with Vacuum Excavation

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

- ix. Collect GPS Coordinate location of test hole in accordance with bid item 5.
- x. Vacuum Locate consists of locating the Owner's facility or facilities within a specified area. One unit quantity for Vacuum Excavation will be paid for each test hole location performed.
- xi. For each test hole location performed, the contract shall record the GPS coordinate in State Plane Coordinates (NAD83) and will be paid one unit quantity for each GPS Coordinate taken. (See bid item 5).

4. Placement of Electronic Markers

- i. When the Owner desires a lasting means of locating a facility in the future, a passive electronic marker shall be placed through means of vacuum excavation.
- ii. The passive electronic marker shall consist of a MetroTech Metro Mark series MM-16X, or approved equal. The Contractor will furnish and provide the passive electronic markers.
- iii. The passive electronic markers shall be of the proper frequency for the facility located and shall be tested to ensure detectability.
- iv. Placement of Electronic Markers consists of placement of one electronic marker for each utility excavated by means of vacuum excavation. The contractor will be paid one unit quantity for each marker placed.

5. Taking and Recording GPS Coordinates

- i. In order to improve the quality of recorded subsurface utility data and when the Owner desires to ensure future locateability of the Owner's facilities, the taking of GPS coordinates shall be utilized.
- ii. The Contractor will collect one GPS Coordinate, in State Plane format (NAD83), for each vacuum excavation performed and/or for each facility located by means of vacuum excavation.
- iii. GPS Coordinates shall be in the sub-meter accuracy range.
- iv. 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.
- v. 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.
- vi. Taking and Recording of GPS Coordinates consists of collection and permanent recording of sub-meter GPS Coordinates for each facility located or requested. The Contractor will be paid one unit quantity for each GPS Coordinate taken and recorded. The Contractor will be required to deliver GPS coordinates to the Owner in printed and electronic format (raw ASCII format), no less than twice per calendar year, or at intervals mandated by the Owner.

6. Emergency Standard Locate

- i. Emergency Standard Locates are performed outside normal business hours, on holidays or weekends. Standard business hours are Monday through Friday from 8:00 AM until 5:00 PM.
- ii. Responses requested outside of normal business hours shall be considered Emergency Standard Locates.
- iii. The Contractor shall respond to Emergency Standard Locates within two (2) hours of receiving notification.
- iv. The Contractor shall perform Standard Locates on Owner facilities within the designated area detailed in the Emergency Request. Normal rates will apply in the event GPR is required during an Emergency Locate.
- v. Emergency Standard Locate consists of all Owner facilities with a 500 LF area, irrespective of width or number of facilities. Contractor will be paid one Emergency Standard Locate Unit Fee for every 500 LF increment, or portion thereof, located in accordance with the SSOCOF Emergency Request to Locate Ticket, outside of normal business hours.

7. Electronic Ticket Management

- i. In order to ensure compliance with SSOCOF codes, requests, responses and FS 556, the Contractor shall utilize an Electronic Ticket Management System. The

Electronic Ticket Management System shall be Digtrack, as deployed by Bytronics, Inc or approved equal.

- ii. The Electronic Ticket Management System shall be capable of receiving Request to Locate Tickets from SSOCOF and routing said tickets to the specific locator(s) responsible for the Owner's service area. The system shall be capable of displaying the Request to Locate Ticket on the locator's portable computer, providing the full ticket information including the ticket requestor and all legally required information from SSOCOF.
- iii. The system shall be capable of recording or attaching digital photos / images taken of the locate markings and associating said images directly to the locate ticket for future retrieval or reference. Such attachment shall be permanent and shall be provided as attachments to the year-end CD-ROM accumulation of tickets.
- iv. The system shall be capable of recording the precise time of ticket receipt, process, progress and close-out as well as providing the ability for the locator to electronically respond and close the request utilizing the codes for response established by SSOCOF.
- v. The system shall generate the necessary Positive Response to the One Call Center and transmit the proper close codes as mandated by SSOCOF and FS 556.
- vi. The system shall be capable of remote access by the Owner, for screening, review and searching of tickets received within the Owner's service area.
- vii. The system shall be capable of providing, at least once per calendar year, a CD-ROM containing all Request to Locate tickets, responses and dispositions for each ticket received within the Owner's service area. The CD-ROM will be provided to the Owner by the end of the first quarter of each calendar year.
- viii. Payment for Electronic Ticket Management shall be made at the rate of one unit quantity for each ticket received for the Owners SSOCOF Member Service Code. The Owner shall be directly responsible to SSOCOF for any fees charged by SSOCOF for ticket receipt, dispatch and handling.
- ix. The Owner shall receive with each invoice for payment, a report containing a listing of all 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.

8. Screened and Cleared Tickets

- i. Since the SSOCOF is an imperfect system, the Owner may receive Request to Locate tickets that are technically outside the Owner's Member Service Area, or outside the Owner's legal responsibility to provide services such as; private or commercial property outside of the public rights-of-way.
- ii. And, since all tickets received by the Owner or his designate are required to receive a response, there shall be a means by which the Contractor can screen, review and respond to such requests.
- iii. Request to Locate tickets received by the Contractor and determined to be outside the Owner's Member Service Area, or determined to be outside the legal response requirements, shall be closed and noted as screened and cleared by utilizing the SSOCOF applicable close code.
- iv. Such a response by the Contractor is less costly in that in most cases, no physical presence at the site was necessary and the ticket can generally be immediately cleared. For these cases, a reduced rate of charge is in order.
- v. Payment for this item shall be made at one unit quantity for each SSOCOF screened and cleared without need of physical response to the site.

9. Three-Dimensional Radar Services (GPiR) General Notes:

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

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

End Attachment "C"

ATTACHMENT "D"
DRUG FREE WORKPLACE CERTIFICATION

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

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

(Vendor Signature)

(Print Vendor Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,

by _____

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

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

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

NOTARY PUBLIC:

(Signature)

Print Name)

My commission expires: _____

Attachment "E"
Client Reference Form

Client: _____

Contact Name: _____

Contact Address: _____

Contact Phone: _____ Contact Fax: _____

Contact Email Address: _____

Specific Work Performed: _____

Period of Performance: From: _____ To: _____

Contract Value: _____

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

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

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

Exhibit B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Caltrop Risk and Insurance Services
9337 Milliken Ave.
Lic. #0F37595
Rancho Cucamonga CA 91730

CONTACT NAME: James Bukowski

PHONE (A/C No. Ext.): (909) 931-9331

FAX (A/C No.): (909) 931-0061

E-MAIL ADDRESS: jbukowski@caltrop.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Starr Indemnity & Liab. A: XIV 38318

INSURER B: RSUI Indemnity Company A+: XIV 22314

INSURER C: Starr Surplus Lines Ins. A: XV 13604

INSURER D:

INSURER E:

INSURER F:

INSURED
CALTROP Corporation
9337 Milliken Avenue

53559

Rancho Cucamonga CA 91730

COVERAGES

CERTIFICATE NUMBER: CALTROP Corp. 10/6/2014

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X X	1000025226141	10/6/2014	10/6/2015	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$10,000 deductible					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab. & XCU					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/PROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					Per Project Aggregate \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> Excess policy					\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	\$10M Excess of GL/EL			EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	\$5M Excess of AL			AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X X	WHA236338	10/6/2014	10/6/2015	Follow Form \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$
C	Professional Liability					E.L. DISEASE - EA EMPLOYEE \$
	retro date: 3/19/1993	X	BSLPRO-262115-14	10/6/2014	10/6/2015	E.L. DISEASE - POLICY LIMIT \$
						Per claim \$10,000,000
						Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Pompano Beach, FL and all other parties required by written agreement are included as additional insureds for ongoing and completed operations on a primary and non-contributory basis for general liability and auto liability. Excess liability follows form over general liability, automobile liability and employer's liability. A waiver of subrogation applies to all policies in favor of the additional insured. 30 days notice of cancellation, except for non-pay then 10 days.

CERTIFICATE HOLDER

(954) 786-4028

City of Pompano Beach
Public Works Administration
1201 NE 5 Avenue
Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Bukowski/JIM

ACORD 25 (2010/05)

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INS025 (09/09/01)

The ACORD name and logo are registered marks of ACORD

Exhibit B

53559



CALTCOR-01

SSTONE

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 8/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0D28764
 Orion Risk Management Insurance Services, Inc.
 1800 Quail Street, Suite 110
 Newport Beach, CA 92660

CONTACT NAME: Suzanne Stone
 PHONE (A/C, No, Ext): (949) 263-8860 FAX (A/C, No): (949) 263-8860
 E-MAIL ADDRESS: sstone@orionrisk.com

INSURED

Caltrop Corporation
 9337 Milliken Ave.
 Rancho Cucamonga, CA 91730

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Employers Insurance Company of Wausau	21458
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	WCCZ9144444025	03/14/2015 03/14/2016 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

APPROVED
 RISK MANAGEMENT
 DATE: 8/14/15
 BY: Lawrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation applies when required by written contract, as per attached endorsement

All states coverage applies per form WC 00 00 00 B/WC 99 50 01 (attached) as part of the policy. Current states listed are: CA, FL, NV, NM, TX, HI.

Other states include states other than ND, OH, WA, WY (Monopolistic).

David Saber, Vice President, and Alex Hashtrudi, Secretary are excluded.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
 1205 NE 5th Ave.
 Pompano Beach, FL 33067

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Suzanne Stone

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a service of Seabury & Smith, Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-320-9393	FAX (A/C, No): 515-365-0895
INSURED CALTROP CORPORATION 9337 Milliken Avenue Rancho Cucamonga, CA 91730	E-MAIL ADDRESS: riskmanagement@marshpm.com	
	Vendor ID: 31459	
	INSURER(B) AFFORDING COVERAGE	
	INSURER A: Old Republic Insurance Company	
	NAIC # 24147	
	INSURER B:	
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X X	L103757-15	03/01/2015	03/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		DATE: 8/14/15 BY: Lawrence		PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 2FL4

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

City of Pompano Beach
Public Works Administration
1201 NE 5 Avenue
Pompano Beach, FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PART THREE – OTHER STATES INSURANCE

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

PART FOUR – YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.
4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
5. Do nothing after an injury occurs that would interfere with our right to recover from others.
6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE – PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Where required by contract or
Written agreement prior to loss and
Allowed by law.

Job Description

All Operations of the Named Insured

Issued by Co C - Employers Insurance Company of Wausau

For attachment to Policy No. WCC-Z91-444444-025 Effective Date 03/14/2015

Premium \$

Issued to Calltrop Cororation