

# ISSUING DEPARTMENT INPUT DOCUMENT

## CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New   
 OTR   
 Sole Source   
 Bid Waiver   
 Emergency   
 Previous Contract/Project No. None

Re-Bid   
 Other – Access of Other Entity Contract   
 LIVING WAGE APPLIES:  YES  NO

Requisition No./Project No.: 0000244608   
 TERM OF CONTRACT 6m YEAR(S) WITH  YEAR(S) OTR

Requisition /Project Title: Locator Services

Description: Supplier shall accurately locate WASD’s underground facilities for safeguarding in the vicinity of the excavation area, as defined in and pursuant to Florida Statute, Chapter 556. WASD facilities must be clearly marked and/or protected as may be required.

Issuing Department: WASD   
 Contact Person: Fred Taylor   
 Phone: 786-552-8950

Estimate Cost: \$250,000

Funding Source: GENERAL   
FEDERAL   
OTHER Proprietary

### ANALYSIS

**Commodity Codes:**

Contract/Project History of previous purchases three (3) years  
Check here  if this is a new contract/purchase with no previous history.

	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
<b>Contractor:</b>			
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>			
<b>Comments:</b> <span style="border: 1px solid black; padding: 5px;"></span>			
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO			

### RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
<b>SBE</b>				
<b>Basis of Recommendation:</b> <span style="border: 1px solid black; padding: 5px;"></span>				
<b>Signed:</b> <span style="border: 1px solid black; padding: 2px;"></span>	Date sent to SBD: <span style="border: 1px solid black; padding: 2px;"></span>			
	Date returned to SPD: <span style="border: 1px solid black; padding: 2px;"></span>			

# UNDERGROUND FACILITIES LINE LOCATING SERVICES

## DETAILED SCOPE OF WORK & REQUIREMENTS

1. **SUMMARY OF WORK**. The work to be performed under these requirements and specifications consists of responding to excavation notices received on behalf of Miami-Dade Water and Sewer Department (WASD) from Sunshine State One-Call of Florida, Inc.(SSOCOF)
  - A. Supplier shall accurately locate WASD's underground facilities for safeguarding in the vicinity of the excavation area, as defined in and pursuant to Florida Statute, Chapter 556. WASD facilities must be clearly marked and/or protected as may be required. Such facilities include, but are not limited to, Ductile Iron, PCCP, asbestos/cement pipe, PVC pipe, copper tubing, and high-density polyethylene pipe and tubing.
  - B. The work to be provided by Supplier shall include, but not be limited to, the furnishing of all qualified labor and supervision, office, field, and communication equipment, tools, supplies, and transportation as required to perform underground facilities locating and marking services in a thorough workmanlike manner, and administrative duties such as, but not limited to, receiving, processing, dispatching, and closing out excavation notices, and maintaining records to support subsequent invoicing and reporting for the same.
  - C. The Supplier will comply with all applicable federal, state, county, and local laws, ordinances, and regulations, and will be responsible for obtaining all licenses, permits, inspections, and other authorizations required.
  - D. Other work may include, but not be limited to, site surveillance and maintenance of marks and stakes, public liaison as may relate to facility protection, and land owner visits as may be required to promote the safety of facilities on private rights-of-way. Such additional services shall be specifically requested and approved by WASD prior to commencement of the work.
  - E. All items implied, usually included, or required for detecting underground facilities and properly marking the ground surface to identify the existence and location of underground facilities or underground plant, shall be a part of this work, whether or not specified herein.
  - F. WASD reserves the right to screen all location requests and issue only those excavation notices as determined necessary. WASD reserves the right to conduct facility locations with WASD's personnel as needed.

2. **PROOF OF INSURANCE.** Supplier must provide proof of acceptable coverage and maintain that coverage for the duration of the Contract in accordance with the Contract Documents. WASD must be provided with copies of current Miami-Dade Occupational Licenses. Suppliers must agree to and comply with all conditions outlined in the WASD's General Conditions for contracts.
  
3. **FACILITY LOCATION.** The underground facilities to be located are limited to:  
**(SSOCOF Code MDWS)** - Water transmission and distribution mains, water service lines, sewer transmission, forcemains, including gravity lines and laterals owned, managed or controlled by WASD. Water services are defined as services tapped to the water main.
  - A. The Supplier shall be responsible for sorting all locate requests issued by Sunshine State One-Call Florida, Inc. and determining if there is a need for actual field locates.
  - B. A facility "locate" shall be considered as any and all location work done at any worksite as defined by Florida Statute Chapter 556, to include all Articles there within and the SSOCOF system, including all intersections in between plus an additional fifty feet (50') beyond the terminus of the locate request.
  - C. Facility locations shall be performed utilizing inductive instruments with capabilities consistent with the latest generation of pipe locating equipment. Nonmetallic pipe and tubing shall be located in the manner best calculated to promote accurate facility location of the carrier pipe consistent with safety of life and property and to the satisfaction of Miami-Dade Water and Sewer Department. The Supplier shall be responsible for gaining access to underground facilities if such access becomes necessary.
  - D. The Supplier shall assure that personnel be provided with paging devices or cellular telephones to facilitate communication when they are away from their vehicles.

- E. All facility location markings for a) water transmission and distribution mains, water service lines sewer transmission, forcemain including gravity lines and sewer laterals shall be centerline markings and shall include a description of pipe size.

The markings shall be in the form of paint stripes no smaller than twelve inches (12") long by two inches (2") wide at distances of every ten feet (10'), and at each divergence from a straight line, in conjunction with clearly identifiable flags, in the event that the paint markings are removed.

No markings shall be made that are aesthetically objectionable or unsightly. Chalk based paint may be used on all concrete and paved areas and in all downtown area locates. Care shall be taken to avoid defacing special architectural treatments such as color-coordinated pavement and curbing, brinks, etc. All marking shall be made to facilitate rapid dissipation or easy removal.

The location lines or markings shall be accurate to within two feet (2') of the true facility location. Any facility location marking found to be more than two feet (2') away from the nearest outside dimension of the located underground facility shall be considered a location error. Such marking is not considered reasonable accuracy.

4. **TIME TO COMPLETE**. Facility locations shall be performed with 48 hours of ticket notification. All site work shall be performed during regular working hours unless specific arrangements are made with WASD.
5. **PENALTIES**. WASD will assess a penalty of 10% if Supplier does not meet the requirements for time completion as stated above "TIME TO COMPLETE". The penalty will be assessed as discount on the most current invoice due.
6. **INSPECTION OF WORK**. Representatives and personnel of the WASD, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the work at any time for their observation, inspecting, and testing. The Supplier shall provide them proper and safe conditions for such access and advise them of the applicable site safety procedures so that they may comply.
7. **NOTIFICATION**. If the presence of any identifiable but unlocatable WASD facility is encountered, the Supplier shall notify the excavator of the same and caution the excavator that any location information supplied may not be within the definition of reasonable accuracy. Appropriate WASD personnel shall be made aware of such conditions within the 48-hour window, in order to determine if the facilities should be

opened for accurate locates.

WASD shall be notified by the Supplier of any discrepancies or omissions in the records or other information provided.

8. **DEFECTIVE WORK.** The Supplier shall be held responsible for and expected to correct any and all work that is unsatisfactory, faulty, or deficient
9. **INCIDENTS OF DAMAGE.** In the event of a dig-in or damage to WASD's buried facilities which have been located and marked by the Supplier, or for which a locate request was made and not acted upon by the Supplier, WASD will notify the Supplier as quickly as possible of such damage.

The Supplier shall investigate incidents of damage for accuracy of the locate, date of locate and party liable for damage, and submit a written report of the investigation to WASD within two (2) weeks of the date of the damage. The report shall be detailed complete with sketches and photographs of the damage. The Supplier will maintain a copy of the written report for a period of six (6) years.

If damage is the result of the Supplier's failure to locate facilities with reasonable accuracy, the Supplier shall be responsible for the cost of the damage and all associated resulting damages encumbered as a result of this failure to locate. The Supplier shall be responsible for any damage caused by an error or omission or any negligent, willful, wanton, reckless, or intentional acts on its part, or on the part of any of its agents, officers, directors, employees, or others acting on behalf of or through the Supplier.

The Supplier agrees to make its personnel available to WASD for litigation concerning damage to WASD's facilities. WASD and the Supplier shall designate a person or persons to communicate on all damage claims.

10. **MAPS AND RECORDS.** The Supplier shall be provided with facilities maps in ESRI Shape file and Auto CAD formats. The data shall be updated on a monthly basis at minimum, and shall either be made available through an FTP site or delivered on CD. The Supplier shall be responsible for ensuring that the most readily available data is distributed to its field personnel. PCs must have a Windows operating system compatible with the latest viewing software. The Supplier shall be responsible for receiving and maintaining as-built maps for jobs in progress.

Neither the maps nor the records are to be disclosed to or made available to any person without the express approval of WASD.

The Supplier shall maintain and retain appropriate records to support all invoicing and reporting requirements for a period of six (6) years.

11. **SUPPLIERS RESPONSIBILITIES.** The Supplier shall supervise, inspect, and direct all work performed pursuant to the Contract Documents competently and efficiently, devoting the attention, skills, and expertise necessary to perform all work completely. The Supplier shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized to accomplish the work. Unless otherwise specified, the Supplier shall furnish and assume full responsibility for all materials, equipment, labor, transportation, tools and incidentals necessary for the performance of the work

hereunder. Supplier shall maintain a local presence with qualified personnel and equipped with e-mail capabilities. Suppliers are expected to have no less than two years of facility location experience.

The Supplier shall provide sufficient, competent, suitable qualified locator personnel to accomplish the work in a timely. Locator personnel shall be able to read and understand WASD's drawings and symbols, and they shall be able to recognize all of WASD's facilities in the field. They shall also be trained in public relations. Before locators may be permitted to do unsupervised locates for WASD, they shall have received at least five (5) working days of field locating training on WASD's projects under the supervision of a knowledgeable locator.

The Supplier shall immediately assist WASD in the investigation of damage caused by a dig-in. If the Supplier receives notice of a dig-in that has caused damage or has been reported to cause damage to WASD's facilities, the Supplier shall immediately notify WASD of the following to the best of its knowledge on the same day:

- A. Time the actual dig-in occurred.
- B. Time the actual dig-in was reported.
- C. Location of the reported dig-in.
- D. All known circumstances regarding the dig-in.
- E. Name of the firm and/or individual reporting the damage.
- F. The Supplier's estimated time of arrival to begin damage investigation.
- G. Party responsible for damage.

12. **WASD'S RESPONSIBILITIES.** WASD shall issue all communications to the Supplier, including the locate documents for each facility locate. WASD shall make payments to the Supplier promptly when they are due. WASD shall not supervise, direct, or have control or authority over, nor be responsible for the Supplier's means, methods, techniques, sequences, or procedures of operation or the safety precautions and programs incident thereto, or for any failure of the Supplier to comply with laws and regulations applicable to the furnishing or performance of the work.

If WASD receives notice of a dig-in that has caused damage, or has been reported to cause damage to WASD's facilities, WASD will notify the Supplier of the following to the best of its knowledge within 24 hours, if possible:

- A. Time the actual dig-in occurred.
- B. Time the actual dig-in was reported.
- C. Location of the reported dig-in.
- D. All known circumstances regarding the dig-in.
- E. Name of the firm and/or individual reporting damage.
- F. WASD's estimated time of arrival to begin damage investigation

13. **EMERGENCIES.** In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Supplier, without special instruction or authorization from WASD shall be obligated to act to prevent threatened damage, injury, or loss.
14. **INVOICING AND REPORTING.** Invoices shall be completed and given to WASD on a monthly basis, accompanied by a monthly report supporting the charges with an itemized tabulation. The itemized tabulation of locates shall be delivered in an electronic format, preferably compatible with MS Excel. The data can be delivered via e-mail.

Each invoice shall include:

- A. The name of the company requesting the locates.
- B. The period during which the services were performed.
- C. The total number of requests received.
- D. The total number and nature of all additional services performed.
- E. The total charges for the billing period.
- F. Purchase order number must be on the invoice
- G. The Supplier shall provide to WASD the GPS-Global Positioning System coordinates in either state plane or latitude/longitude formatting and that is compatible with mapping software such as Google Earth, Microsoft Maps, or GIS.

Each invoice shall be accompanied by a report supporting each invoice with an itemized tabulation including the request number, locate date, locations of proposed excavation and type of request. WASD will notify the Supplier of any questionable items within ten (10) days of receipt. WASD and the Supplier will make every effort to resolve all items within twenty (20) days of receipt.

Location payments will be made by WASD within thirty (30) days of receipt of the invoice unless questionable items remain unresolved. Final payment will be made after all are received and accepted by WASD. Amount not questioned by WASD shall be paid to the Supplier in accordance with payment procedures.

15. **STOP WORK PROVISIONS.** WASD may order the Supplier to stop all work if the Supplier failed to supply suitable materials, equipment, or sufficient skilled workers, if the work is defective, or if the work is performed in such a way that the completed work will not conform to the Contract Documents.

