

ISSUING DEPARTMENT INPUT DOCUMENT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New OTR Sole Source Bid Waiver Emergency Previous Contract/Project No. FB-00445

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

Requisition No./Project No.: RQID2100017 / FB-01761 TERM OF CONTRACT: 5 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: LOCATION OF UNDERGROUND UTILITIES

Description:

The purpose of this solicitation is to establish a contract for the purchase of locating and marking services for underground utilities, in conjunction with the County's needs.

Issuing Department: ISD, PROCUREMENT Contact Person: MARTHA GAROFOLO Phone: 305-375-4265

Estimate Cost: \$2,500,000

Funding Source: GENERAL FEDERAL OTHER
MDT OPERA

ANALYSIS

Commodity Codes:	<u>962-91</u>			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments:				

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: <u>MARTHA GAROFOLO</u>	Date sent to SBD: <u>11/3/20</u>
	Date returned to SPD: <u></u>

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of locating and marking services for underground utilities, in conjunction with the County's needs.

2.2 DEFINITIONS

1. **Standard Work Days**: Standard work days consist of Monday through Friday from 8:00 A.M to 5:00 p.m. with exception of County observed Holidays.
2. **Excavator**: Any person that engages directly in excavation and/or its design, and who requests the location of the County's Underground Facilities
3. **Identified but Untraceable**: An Underground Facility, the presence of which is known, but which cannot be marked with reasonable accuracy.
4. **Sunshine State One-Call of Florida, Inc.**: A service through which an entity can notify utility companies of proposed Excavation and request field marking of Underground Facilities, hereafter referred to as Call-Sunshine.
5. **Marking**: The use of flags, stakes, paint strips or other clearly identifiable material at distances of every (10) ten feet, and at each divergence from a straight line in accordance with the current marking standards of the Sunshine State One-Call of Florida, Inc., Professional Excavator's Guide to show the field locations of Underground Utility with reasonable accuracy.
6. **Reasonable Accuracy**: Locating within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility or Underground Plant.
7. **Request to Locate**: A request to locate ticket will include any and all facility locating within a maximum distance of five hundred (500) feet. The five hundred (500) feet distance shall be limited to a single street, from the center line of the street to right-of-way line, inclusive of both sides of the street and any intersections and up to fifty (50) feet in either direction from the intersection (again inclusive of both sides of the street).
8. **Work in Progress**: A request to locate ticket for immediate response, received during normal work hours from one of the following utility companies; Gas, Electric, Telephone or Water.
9. **Mobilization**: work preparatory and mobilizing for beginning work on the project, including those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

2.3 CONTRACT TERM

This contract shall commence on the first calendar day of the month succeeding approval of this contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Division Department of Procurement Management. This contemplated contract is contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixty (60) month contract term.

If the Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

2.4 METHOD OF AWARD

Award of this contract will be made to the lowest responsive, responsible bidder who meets the qualifications listed on the solicitation. The Bidder shall furnish all labor, equipment and necessary supervision at a monthly fee to supply location of underground utilities.

2.5 QUALIFICATIONS

2.5.1 References to demonstrate that the Bidder is regularly engaged in the business of providing location of underground utilities. Bidders must provide three (3) references that have utilized location of underground utilities for at least one (1) year within the last 5 (five) years. The references must include the customer's name, contact person's name, title, telephone number, Email Address include the project's start and end dates. County shall ascertain from these references to its satisfaction that the bidder has sufficient experience and expertise providing location of underground utilities.

2.5.2 Bidder(s) shall have an office in the South Florida area, which shall be defined as Miami-Dade, Broward, Palm Beach and Monroe Counties. The bidder shall submit copy of its Local Business Tax Receipt for one of these Counties.

2.6 PRICES

Prices proposed by the Bidder shall be fixed with adjustments allowed that are mutually agreed upon by the Bidder and the County. Initial contract prices as a result of this solicitation shall prevail for no less than one (1) year period from the contract's initial effective date. The County may consider an adjustment after the first year, to be effective each anniversary date of the contract. Pricing adjustment shall not be in excess of the increase reflected on the latest **Consumer Price Index, All Urban Consumers, All Items, in the Miami-Fort Lauderdale Area**.

It is the Bidder's responsibility to request any price adjustment under this provision. For any adjustment to be effective it must be submitted ninety (90) days prior to the expiration of the then current anniversary date/year. Any adjustment received after ninety (90) days from the expiration of the then current date/year may not be considered. If no adjustment request is received, the County will assume that the Bidder has agreed that the next year term will be without any price adjustment. The County reserves the right to reject any price adjustments submitted by the Bidder, to negotiate lower pricing during the contract period based on market conditions or other factors that influence price or to terminate the contract with the Bidder based on such price adjustments. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

2.7 DEFICIENCIES

The bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the bidder by the County's project administrator, who may confirm all such verbal reports in writing. The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice.

If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services of another bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.8 PURCHASE OF OTHER SERVICES

While the County has listed required services within this Solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this Contract. Under these circumstances, a County representative may contact the Bidder to obtain a price quote for the similar items. County reserves the right to award these similar items to the Bidder, another Contract Bidder based on the lowest price quoted, or to acquire the items through another means.

2.9 COMPLIANCE WITH FEDERAL STANDARDS

All services under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA), the 2016 Edition of the Florida Department of Transportation's Standard Specifications for road and bridge construction, federal, state, county and local laws, ordinances and regulations and the guidelines as established by the Sunshine State One-Call of Florida, Inc. It shall be the responsibility of the Bidder to be regularly informed and conform to any changes in standards issued by any of the regulatory agencies that govern the commodities in this solicitation during the term of the Contract.

2.10 MONTHLY RATE

Monthly rate quoted shall be deemed to provide full compensation to the Bidder for all labor, equipment use, travel time, and any other element of cost. The monthly rate shall be a flat fee covering all tickets received from Sunshine 811.

2.11 MIAMI-DADE COUNTY LIVING WAGES

If the total contract value, **per year**, exceeds \$100,000 the provisions of Section 2-8.9 (Living Wages) of the Code of Miami-Dade County (Code) as amended by Ordinance [Governing Legislation], will apply. A copy of this Code Section may be obtained online at www.miamidade.gov. A copy of the Administrative Order may be obtained online at <http://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/AO3-30.pdf>.

SECTION 3

TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

Miami-Dade County will identify the site where a locate is required, the County will then contact Sunshine 811 to issue a locate ticket. The bidder will receive and screen the work location request sent from Sunshine 811. Within forty-eight (48) hours the bidder shall notify the excavator or mark the location of the County(s) utilities in the field in a manner that easily enables heavy equipment operators to identify any buried utilities within the site. The bidder shall furnish all supervision, labor, materials, tools, equipment, supplies and transportation required to perform locating and marking services of underground utilities for the County at a monthly charge inclusive of all services listed in section 3.

3.2 SERVICES TO BE PROVIDED

After receiving a request to locate a ticket from Sunshine 811, the bidder shall have two full business days (excluding weekends and holidays) to identify and respond to the locate ticket issued by Sunshine 811. Marking status will then be entered into the Positive Response System. Use of the Marked and Unmarked positive response codes, as described in the Damage Prevention Guide, published by Sunshine 811, updated for use on or after February 4, 2014 (or as updated), is strongly encouraged and is to be used to perform the services under this contract.

If the bidder needs to mark but cannot locate and mark by the statutory marking due date, then the bidder must contact the excavator directly to determine a new, mutually agreeable time. This agreement must be made via an electronic document such as an e-mail, scan or fax.

When a "Request to Locate" exceeds the five hundred (500) feet limit, it must be approved by the County Engineer prior to performing the work

3.3 TICKET TYPES

- A. Ticket A: Is when no mobilization is required.
- B. Ticket B: Is applicable when mobilization is required.
- C. Ticket C: work in progress or emergency location rates apply only to immediate response to a request from a gas, electric, telephone or water company
- D. Ticket D: is applicable when the location was previously located ("B" or "C" Tickets) and the excavator(s) are requesting the location to be re-marked within fifteen (15) work days.

3.4 UNIFORM COLOR CODE

All such marking shall be in accordance with the following American Public Works Association-Utility Location Coordination Council (APWA-ULCC) code:

- A. White: Proposed Excavation
- B. Pink: Temporary Survey Markings
- C. Red: Electric Power Lines, Cables, Conduit and Lightning Cables
- D. Yellow: Gas, Oil, Steam, Petroleum or Gaseous Materials

- E. Orange: Communication, Alarm or Signal Lines, Cables or Conduit
- F. Blue: Portable Water
- G. Purple: Reclaimed Water, Irrigation and Slurry Lines
- H. Green: Sewer Drain Lines

Bidder shall use stakes, flags, paint, or other materials suitable for the surface where the markings will be done. Markings applied must clearly identify the route of the utility.

3.5 RECORD KEEPING:

Maintain appropriate records to support the invoicing and reporting requirements in the form of a Weekly Report. The awarded Bidder must retain these records for a period of no less than three (3) years following location request of tickets. The weekly report shall accompany and support the invoice and shall include an itemized tabulation which shows the following information with respect to each locate request the awarded bidder received:

1. Ticket Number
 2. Locate Date
 3. Locations of Proposed Excavation
 4. Type of Request Ticket A, B, C, D
 5. Identify all requests ticket D for re-mark
- A)** Retain and safeguard any County location maps and records, which may be supplied to the Awarded Bidder. Records shall not be disclosed to made available to any person not previously approved by the County. The awarded Bidder will be provided a print out of the County system's location, this print out will be updated two (2) times per year.
- B)** Notify the County of any discrepancies or omissions in the records, or other information provided to it by the County to the extent such discrepancies and omissions can be determined by the awarded Bidder.
- C)** The awarded bidder will investigate incidents of damage for accuracy of the locate job, and submit to the County a written report. The awarded bidder must maintain a copy of these written reports for a minimum of six (6) years. If requested, the awarded bidder will provide testimonial support in cases deemed necessary by the County, at no additional cost.

3.6 DEFICIENCIES IN WORK

Property, public or private, if damaged during prosecution of the work, shall be repaired or replaced at the expense of the awarded bidder to the full satisfaction of the County r, prior to the final acceptance of the work. The awarded bidder is responsible for damage caused by others due to incorrect utility location. Awarded bidder shall begin repair work within twenty-four (24) hours of notification. In the event of a conflict as to the cause of the damage.

Reference Section	Minimum Requirements	Initial as completed
Section 2, Paragraph: 5	Reference #1	
2.5.1	<p>References to demonstrate that the Bidder is regularly engaged in the business of providing location of underground utilities. Bidders must provide three (3) references that have utilized location of underground utilities for at least one (1) year within the last 5 (five) years. The references must include the customer's name, contact person's name, title, telephone number, Email Address include the project's start and end dates. County shall ascertain from these references to its satisfaction that the bidder has sufficient experience and expertise providing location of underground utilities.</p> <p>Company Name:</p> <p>Contact Name: _____ Title: _____</p> <p>Telephone Number: _____</p> <p>Email Address: _____</p> <p>Project name: _____</p> <p>Project Start and End Dates: _____</p>	_____
	Reference #2	
	<p>Company Name:</p> <p>Contact Name: _____ Title: _____</p> <p>Telephone Number: _____</p> <p>Email Address: _____</p> <p>Project name: _____</p> <p>Project Start and End Dates: _____</p>	_____
	Reference #3	
2.5.2	<p>Company Name:</p> <p>Contact Name: _____ Title: _____</p> <p>Telephone Number: _____</p> <p>Email Address: _____</p> <p>Project name: _____</p> <p>Project Start and End Dates: _____</p> <p>Bidder(s) shall have an office in the South Florida area, which shall be defined as Miami-Dade, Broward, Palm Beach and Monroe Counties. The bidder shall submit copy of its Local Business Tax Receipt for one of these Counties.</p>	_____

Note: All bidders are requested to submit with their bid submission, documents as evidence of compliance with the minimum qualification requirements; however, Miami-Dade County may, at its sole discretion, allow the bidder to complete or supplement the qualification requirements information/documents during the bid evaluation period.

Section 4 Bid Submittal

PRICING

Estimated Quantities	Unit of Measure	DESCRIPTION	MONTHLY PRICE
12	Months	Monthly Lump Sum: Shall be inclusive of all labor, equipment use, travel time, and any other element of cost. Monthly charge shall be a flat fee covering all tickets received from Sunshine 811.	\$ -