

RESOLUTION NO. 11-948

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AWARD THE CONTRACT TO HIGH TECH ENGINEERING INC., D/B/A HIGH TECH LOCATING FOR UNDERGROUND UTILITY LOCATION SERVICES FOR FISCAL YEAR 2011-2012, IN AN AMOUNT NOT TO EXCEED \$16,021.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Florida Statutes Chapter 556 requires all utility owners to identify underground utilities before excavations; and

WHEREAS, on September 14, 2011, the Town of Miami Lakes (the "Town") issued an Invitation to Bid ("ITB") for underground utility location services; and

WHEREAS, the ITB Bidders must have a minimum of seven (7) years experience in underground utility location service; and

WHEREAS, \$18,000.00 is allocated from the General Fund for said services; and

WHEREAS, the lowest responsive and most responsible bidder was High Tech Engineering Inc., d/b/a High Tech Locating ("High Tech"); and

WHEREAS, High Tech will be responsible for furnishing all labor, supplies, transportation and equipment necessary for completing the underground utility location service; and

WHEREAS, the low bid prices reflect a significant reduction in costs to the Town from prior rates; and

WHEREAS, the Town Council approves the recommendations to award the contract to High Tech Engineering Inc., d/b/a High Tech Locating (“High Tech”), the lowest responsive and most responsible Bidder for Underground Utility Location Services, in an amount not to exceed \$16,021.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Contract. The Town Council hereby approves the award of the contract for Underground Utility Location Services to High Tech Engineering Inc., d/b/a High Tech Locating (“High Tech”).

Section 3. Authorization of Town Manager. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract.

Section 4. Execution of the Contract. The Town Manager is authorized to execute a contract with High Tech Engineering Inc., D/B/A High Tech Locating (“High Tech”), for Underground Utility Location Services, in an amount not to exceed \$16,021.00, subject to the approval as to form and legality by the Town Attorney.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Contracts.

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Resolution No. 11- 948

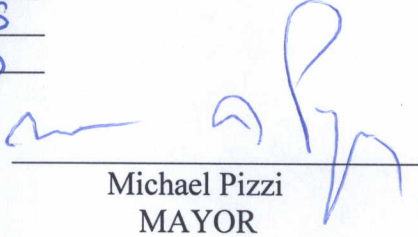
Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 8th day of November, 2011.

Motion to adopt by Mayor Pizzi, second by Councilman Perdomo

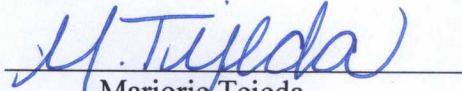
FINAL VOTE AT ADOPTION

Mayor Michael Pizzi	<u>YES</u>
Vice Mayor Nick Perdomo	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Tim Daubert	<u>yes</u>
Councilmember Nelson Hernandez	<u>yes</u>
Councilmember Ceasar Mestre	<u>yes</u>
Councilmember Richard Pulido	<u>yes</u>



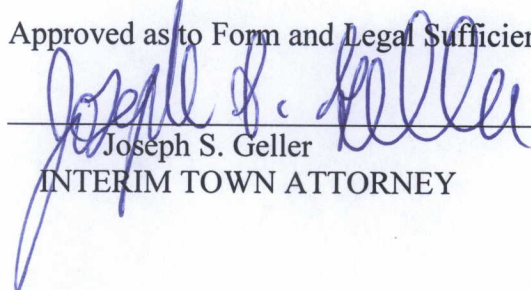
Michael Pizzi
MAYOR

Attest:



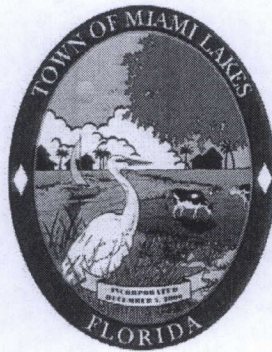
Marjorie Tejada
TOWN CLERK

Approved as to Form and Legal Sufficiency



Joseph S. Geller
INTERIM TOWN ATTORNEY

INVITATION TO BID
UNDERGROUND UTILITY LOCATION SERVICES
ITB No. 2011-022
CONTRACT No.2011-22



The Town of Miami Lakes Council:

Mayor Michael Pizzi
Vice Mayor Nick Perdomo
Councilmember Mary Collins
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Ceasar Mestre
Councilmember Richard Pulido

Alex Rey, Town Manager
The Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

Underground Utility Location Services

Contract 2011-22

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SECTION 1
NOTICE TO BIDDERS
TOWN OF MIAMI LAKES
UNDERGROUND UTILITY LOCATION SERVICES
ITB 2011-022

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Underground Utility Location Services ("Services") for Work to be performed on an as needed basis. Bidders are to submit three (3) Bids, with original signatures together with a copy of the Bid on a CD-ROM. **Sealed Bids, including the CD-ROM must be received by the Town of Miami Lakes, Town Clerk at 15150 NW 79th Court, Miami Lakes, Florida by 2:00 P.M. on October 13, 2011.**

Scope of Work:

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services on an as needed basis necessary to perform locating and marking services of underground utilities, and other similar Work.

Minimum Qualification Requirements:

Prospective Bidder must also possess a minimum of seven (7) year's experience in providing underground utility location services within the State of Florida and have office facilities located in Miami-Dade, Broward, or Palm Beach Counties. Bidder must also be capable of receiving location requests from Sunshine State One-Call of Florida, Inc. or the Town by e-mail and facsimile on a twenty-four (24) hour a day basis. The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida. No Work will be permitted in the performance of the Work.

Bid Documents may be obtained by visiting the Town's website at www.miamilakes-fl.gov and selecting "Contractual Opportunities". Any further inquiries regarding the Project may be directed to Gary Fabrikant, Procurement Manager, at fabrikantg@miamilakes-fl.gov.

All Bids shall be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase.

SECTION 2
INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

After Hours means a request to locate ticket received after the normal eight (8) hour workday.

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.

Bid Form means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.

Bidder means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.

Business Day means any day other than Saturday, Sunday, or any legal federal, state, or local holiday as established under Florida Statute §556.102, between the hours of 7:00 am and 5:00 pm.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, any and plans, specification, bonds, addendum, clarifications, directives, Work Orders, Work Order Proposals, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Emergency Locate means a request for respond to a Request To Locate, during normal working hours, within two hours of receipt of the request a ticket received.

Excavation means any operation in which earth, rock, or other materials on or below the ground is moved or otherwise displaced by any means, except the tilling of soil less than 12 inches in depth for agriculture purposes, or road and ditch maintenance that does not change the original road grade or ditch flow line.

Excavation Notification means notification given to the excavator that underground facilities are not present at the excavation site.

Excavation Site means the area where an excavator intends to do or does excavating.

Excavator means any person that engages directly in excavation and/or its design, and who requests the location of Underground Facilities.

Identified But Unlocatable means an Underground Facility, the presence of which is known, but which cannot be marked with reasonable accuracy.

Locate Service means the process of determining the presence of underground facilities, their conflict with proposed excavations, and the marking and staking of the proper places or routes of such facilities within reasonably accurate limits, as herein defined.

Locatable Underground Facility or Plant mean an Underground Facility or Plant which can be field marked with Reasonable Accuracy by using devices capable of identifying and locating the Underground Facilities with the required range of accuracy.

Marking means the use of flags, stakes, paint strips or other clearly identifiable material at distances of every 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.

Materials mean goods or equipment used or consumed in the performance of the Work.

Positive Response means the communications among member operators, excavators, and the system concerning the status of locating an underground facility.

Project Manager means the individual assigned by the Town Manager to manage a Project issued through a Work Order under the Contract.

Reasonable Accuracy means locating within twenty-four (24) inches of the outside dimensions of both sides of an Underground Facility or Underground Plant.

Request to Locate means a request to locate ticket which includes any and all facility locating within a maximum distance of five hundred (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 to right of way line, inclusive of both sides of the street and shall include any intersections up to fifty (50) feet in either direction from the intersection, inclusive of both sides of the street.

Sunshine State One-Call of Florida, Inc. or One-Call means the not-for-profit corporation established by Florida Statute 556, which is responsible for administering the provisions of Florida Statute 556.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, if applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Underground Facility or Underground Plant means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, telephone or telegraph communications, cablevision, electric energy, petroleum products, gas, gaseous vapors, hazardous liquids, or other substance; and including but not limited to, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.

Work as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Contract Documents for the Contractor to provide the Services under the Contract Documents.

Work in Progress means a request to locate ticket for immediate response, received during normal working hours from a gas, electric, or telephone company.

Work Order means a request to locate ticket from Services from One-Call or the Town.

2.2 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, and submitted in accordance with the requirements of Section 1. All bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on the Submittal or any required documents must be initialed by the signatory of the Bid. Bidders shall not be allowed to modify their bids after the opening time and date.

2.3 PREPARATION OF BID

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents. Should the Bid Form contains multiple line items and the Bidder must provide prices for all line items. Failure to include pricing on all line items shall result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. Failure to utilize the Town's forms, or fully complete said forms will result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

2.4 BID PREPARATION RELATED COSTS

All cost involved with the preparation and submission of Bid to the Town or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s). No payment shall be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

2.5 PRE-BID CONFERENCE

A pre-bid conference will not be held for this ITB.

2.6 PERFORMANCE OF THE WORK

Bidder must be capable of self-performing all of the Work under this Contract. By submitting a Bid the Bidder certifies that it will meet this requirement. As part of the Bid the Bidder are to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. Where the Contractor is deemed to not meeting this requirement during the performance of the Work the Contractor shall be in default of the Contract Documents.

2.7 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of all conflicts, errors or discrepancies.

- Take into account federal, state and local (Town and Miami-Dade County) including, without limitation the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.

The submission of a Bid in response to this solicitation shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2.8 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB shall be directed in writing by e-mail to Gary Fabrikant, Procurement Manager, at 15150 NW 79th Court; Miami Lakes, FL 33016, at fabrikantg@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of addendum. All addenda will be posted on the Town's website, www.miamilakes-fl.gov and it is the sole responsibility of the Bidder to obtain all addenda. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.9 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days notice prior to the Bid opening date, of any such postponement to prospective Bidders.

2.10 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids or any portion of a Bid, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after Bid opening date.

2.11 WITHDRAWAL OF BID

A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract by the Town Council or Town Manager, applicable. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

2.12 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the ITB. Late Bids will not be opened. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening. The lowest Bid identified at the Bid

opening does not establish or determine the lowest responsive and responsible Bidder who may be awarded the Contract.

2.13 AWARD OF CONTRACT(S)

The Town anticipates awarding a Contract to the Bidder who is determined to be the lowest responsive and responsible Bidder. However, the Town may, in its sole discretion makes an award(s) that are determined to be in the best interest of the Town. Should the Town elect to award more than one Contract the lowest responsive and responsible bidder will be designated as the Primary Contractor.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place(s) of business, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidders are qualified to perform the Work.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsive.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder to whom a Contract is proposed to be awarded forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest responsive and responsible Bidder or reject all Bids or re-advertise the ITB.

2.14 COLLUSION

Bidder, by submitting a Bid, certifies that its Bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Bid under this ITB, or with any Town department. Bids submitted by Bidders who are related through familial relationship, ownership, sharing of offices or employees, or similar evidence shall be presumed to be collusive. ITB responses found to be collusive shall be rejected. The Town may, at its sole discretion, investigate all situations where collusion may have occurred to determine if a Bid(s) deemed collusive should be accepted.

The Proposer shall include in its Response, in the applicable section of its Response, the Non-Collusive Affidavit, included in this RFQ as Form RFQ-NCA. Failure by the Proposer to submit

this affidavit may result in the Response being deemed non-responsive. Should the Proposer fail to include the affidavit with its Response the Town may, at its sole discretion, allow a Proposer a specified period of time to submit the affidavit to the Town, after which time the Response will be deemed non-responsive.

2.15 BIDDER IN ARREARS OR DEFAULT

The Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition the Bidder warrants that the Bidder has not been declared “not responsible” or “disqualified” by or debarred from doing business with any state or local government entity in the State of Florida, the federal government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder’s responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

2.16 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

END OF SECTION

SECTION 3

GENERAL TERMS AND CONDITIONS

3.1 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

The date and period of time set forth in the Notice to Proceed for the commencement, commencement and completion of the Work was included because of its importance to the Town.

3.2 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016
(305)-364-6100
reya@miamilakes-fl.gov

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016
(305)-364-6100
fabrikantg@miamilakes-fl.gov

For Contractor:

Mr. Manuel Calvo
President
High Tech Engineering, Inc.
7630 NW 25th Street, Unit 2-A

Miami, Florida 33122
(305) 412-0891
(305) 412-0590 (facsimile)
ovidal@HTlocating.com

During the Work the Contractor shall maintain continuing communications with designated Town representative (s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

3.3 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 the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over a ITB

3.4 INDEMNIFICATION-

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

3.5 **INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated B as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law" and all applicable Federal laws.
- b. **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- c. **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. **The Town must be show as an additional insured with respect to this coverage.**
- d. **Owner's Protective Liability Insurance.** Issued in the name of the Town as the sole named insured, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. This policy must be endorsed to show that any premium, whether deposit or final, will be the sole obligation of the Contractor.
- e. **Certificate of Insurance:** Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. . Each policy and certificate shall indicate that not less than thirty (30) calendar days' written

notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

3.6 GENERAL REQUIREMENTS

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

3.7 RULES AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provision of Services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws and all rules, regulations, and guidelines established by O-One-Call that affect the Work.

3.8 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor shall protect public and private property, from injury or loss arising in connection with the Services, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, irrigation, walks, drives, structures or utilities).

3.9 MAINTENANCE OF TRAFFIC

Any Work performed in the public right-of-way shall comply with the requirements of the public agencies having jurisdiction, including, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT.

3.10 SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

3.11 SUPERVISION OF THE WORK

Contractor shall have competent English speaking supervisor who shall represent Contractor and all directions given to the supervisor shall be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor shall give efficient supervision to the Work, using its best skill and attention.

3.12 SUBCONTRACTORS

Subcontracting of Work is not permitted under this Contract

3.13 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Services, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

All interpretations and recommendations of the Project Manager shall be consistent with the intent of the Contract Documents.

The Project Manager will not be responsible for the acts or omissions of the Contractor, or any of their agents or employees, or any other persons performing any of the Services.

3.14 TAXES

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

3.15 CHANGE ORDERS

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town. Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

3.16 EXTENSION OF TIME

Extensions of time to perform the Services will only be granted for Excusable Delays under this Contract.

3.17 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor shall be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in the Contract.

Failure of Contractor to comply with the requirements of the Contract, as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

3.18 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

3.19 CONTRACTOR DEFAULT

a. Event of Default

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occur under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

3.20 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the date specified in the notice (“the Effective Date”);
- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town’s liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever of any non-cancelable material(s) and equipment than cannot be used elsewhere by the Contractor in the performance of its work.
- In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor.
- Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.21 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.22 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.23 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.24. INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.25. THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

3.26 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.27 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or

modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

3.28 DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.29 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

3.30 ACCESS TO AND REVIEW OF RECORDS

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.31 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination by the Town.

3.32 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

3.33 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

3.34 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.35 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

3.36 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.37 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 GENERAL

All Services shall be performed in accordance with Florida Statute 556. Where a conflict exist between the ITB and Florida Statute 556 then the Florida Statute shall take precedence.

4.2 CONTRACT TERM/ESTIMATED EXPENDITURE

This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town or until the Contract value has been expended.

4.3 OPTION(S) TO RENEW

Prior to or upon completion of the initial term of the Contract or the expenditure of available dollar capacity under the Contract the Town, at its sole discretion, shall have an option to renew this Contract upon the same terms and conditions for two (2) additional one (1) year extensions (the "Option"). The Town may at its sole discretion, exercise the Option to renew when the total value of the Contract for the initial term or Option year has been fully expended. Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor.

4.4 COMPENSATION

Contractor shall provide the Town with one invoice within thirty (30) days of the date services were rendered. At a minimum the invoice must contain the following information: Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts.

- Name and address of the Contractor
- Contract number
- Date of invoice
- Invoice number (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Breakdown of the cost per ticket and applicable costs
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed. If there is a dispute with regard to an invoice, the Town shall pay the amount not in dispute.

4.5 RESTORATION OF PROPERTY

Unground Facilities and Plants that are damaged by the Excavator due to incorrect or lack of Markings or incorrect utility location on the part of the Contractor, the Town or the Excavator, or utility owner shall have the damages repaired and the Contractor shall be liable and responsible for the costs incurred in performing the repair work. In the event of a conflict as to the cause of the damage, the Town or utility owner shall make or cause to be made the required repairs. The Town will then make a determination as to the cause of the damage and hold the party responsible for all related costs to the restoration of the property.

4.6 MONTHLY REPORTS

Contractor shall submit a monthly report with its invoice which shall include an itemized tabulation showing the following information with respect to each Request To Locate received by the Contractor in the preceding month.

- Ticket Number
- Date of Request To Locate
- Location of proposed Excavation
- Ticket Classification

END OF SECTION

SECTION 5

SCOPE OF SERVICES

4.1 SCOPE OF SERVICES

The Contractor shall furnish all supervision, labor, materials, tools, equipment, supplies and transportation required to perform locating and marking services of Underground Facilities and Plants for the Town. In the performance of such Services, the Contractor must comply with applicable federal, state, county and local laws, ordinances and regulations and the guidelines as established by the Sunshine State One-Call of Florida, Inc.

4.2 LOCATION OF UNDERGROUND FACILITIES AND PLANTS

Contractor shall within forty-eight (48) hours of receiving a Request to Locate or Work Order provide the required Locate Services and provide Markings of the location of the with Reasonable Accuracy that easily enables the Excavator to identify the location of buried Underground Facilities or Plants within the site. All such marking shall be in accordance with the following American Public Works Association-Utility Location Coordination Council (APWA-ULCC) code:

Color-Red	Symbol-TC (Traffic Control)
	DC-E (Street Light Cables)

The Contractor shall use stakes, flags, paint, or other materials suitable for the surface material. Markings applied must clearly identify the route of the utility.

4.3 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

- a. All Work Orders/Requests To Locate received shall be recorded no later than the next business day.
- b. Within two business days, an Excavator an Excavator Notification when a Locate Service finds there to be no conflict with Underground Facilities or Plants.
- c. Within two Business Days, send a Positive Response to the One-Call System indicating the status of the Request To Locate.
- b. Notify the Excavator of the presence of any Identifiable But Unlocatable Utility Facilities & Plant, and inform the Excavator that location information may not be within the definition of Reasonable Accuracy.
- c. Provide additional services such as surveillance and maintenance of marks and stakes if specifically requested to do so by the Project Manager. Such additional services must be specifically approved by the Project Manager, in writing, prior to commencing the Work. The costs for these Services will be paid at the prices specified for Site Surveillance/Testimony. Where such Services are required after normal business hours Contractor shall be paid 1.5 times the stated hourly rate.
- d. Investigate incidents of damage for accuracy of the locate(s), and submit to the Project Manager a written report. The Contractor must maintain a copy of these written reports for a minimum of five (5) years. If requested, the Contractor will provide testimonial support in cases deemed necessary by the Town. The costs for these

Services will be paid at the price specified for damage investigation. However, if the damage caused was a result of the Contractor's failure to locate a Locatable Underground Facility or Plant with Reasonable Accuracy, the Contractor will not be reimbursed for these charges and shall be liable for the cost of any repairs resulting from such failure.

4.4 Additional Services

The Project Manager may request the contractor to provide additional services on an as needed basis. These services include, but are not limited to Global Positioning System (GPS), Ground Penetrating Radar (GPR), and Vacuum Excavation. GPS and GPR will be paid at the rates stated in the Contract. Vacuum Excavation shall be obtain on a quote by request basis.

SECTION 6

BID FORM

Bid submittal of High Tech Engineering, Inc. (DBA) High Tech Locating
(Name of Bidder)

7630 NW 25th Street, Unit 2-A, Miami, Florida 33122
(Address)

Submitted on: 10/13/2011
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

Underground Utility Location Services

Bid No: 2011-22

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
15150 NW 79th Court
Miami Lakes, Florida 33016

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials,

equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond,

BID FORM: (Page 2 of 5)

Our **Total Bid Amount** includes the all costs to perform the Services to be performed under this ITB, including all direct and indirect costs such as supervision, mobilization, overhead, profit, etc. in accordance with the Contract Documents.

Bidders are bidding on a lump sum basis for the purpose of determining the lowest responsive and responsible Bidders. However, Contractors will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed.

if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

Category	Estimated Quantity	Cost Per Request	Extended Price
Request To Locate	1200 per year	\$11.88	\$14,256.00
Emergency Request To Locate	120 per year	\$13.88	\$ 1,665.60
Incident Investigation	2	\$50.00	\$ 100.00
Total Bid Amount			\$16,021.60
Additional Services		Per Hour	
Global Positioning System (GPS)	N/A	\$45.00	
Ground Penetrating Radar	N/A	\$45.00	

Firm's Name: High Tech Engineering, Inc.

Printed Name/Title: Manuel Calvo, President

Town/State/Zip: Miami, Florida 33122

Telephone No.: (305) 412-0891

Facsimile No.: (305) 412-0590 E-Mail Address: ovidal@HTlocating.com

Social Security No. or Federal I.D.No.: 650680742

Dun and Bradstreet No.: 966865209

END OF SECTION


ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this ITB

Firm's Name: HIGH TECH ENGINEERING, INC

Signature: 

Printed Name/Title: MANUEL CACHO, PRESIDENT

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of High Tech Engineering Inc, a corporation organized and existing under the laws of the State of FLORIDA, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) MANUEL CALVO as (Title) PRESIDENT of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of October 20 11.

Secretary: _____

Print: MANUEL CALVO

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ___ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

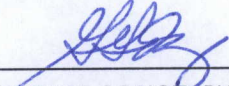
NOTARIZATION

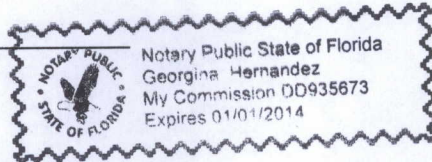
STATE OF Florida)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20 day of OCTOBER, 2011, by MAUVEL CALVO, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.


SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



GEORGINA HERNANDEZ
PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

Section 7

Attachments

QUESTIONNAIRE

This Completed Form Must Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit Additional Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Shall Result In The Rejection Of The Bid As Non-Responsive. Additional Pages May Be Used Following The Same Format And Numbering. Some Information May Not Be Applicable Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder certifies the truth and accuracy of all information contained herein

A. Business Information

1. Years has your company been in business under its current name and ownership? 15

a. Professional Licenses/Certifications (include name and number)* Issuance Date

Certified General Contractor C-6060538 06/24/10

Miami-Dade SBE 11/17/10

MDX Local Business 01/25/11

(*include active certifications of small or disadvantaged business & name of certifying entity)

Florida Minority, Women & Service Disabled Veterans 5/17/10

b. Date company licensed by the State of Florida or Miami-Dade County: 02/12/1996

c. State and Date of Incorporation: 02/11/1996 / Florida

c. What is your primary business? Underground Utility Locating Services
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:

Manuel Calvo C-6060538, President

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

None

2. Name and Licenses of any prior companies

Name of Company License No. Issuance Date

None

3. Type of Company:

Corporation "S" Corporation LLC Sole Proprietorship Other: _____

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
Manuel Calvo	President	50%
Maribel Calvo	VP	50%

b. Is any owner identified above an owner in another company? Yes No

If yes, identify the name of the owner, other company names, and % ownership

Please see list attached

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Manuel Calvo	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maribel Calvo	VP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

5. Employee Information

Total No. of Employees: 24 Number of Managerial/Admin. Employees: 9

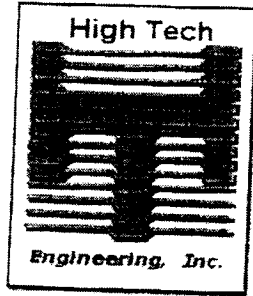
Number of personnel per classification:

(Apprentices, trainees, interns, etc. must be listed separately for each classification)

Apprentices = 0

Trainees = 0

Interns = 0



7630 NW 25th St., Unit 2-A
MIAMI, FL. 33122

Phone: (305) 412-0891

Fax: (305) 412-0590

Web page: www.hitech-eng.com

Dear Sirs

Below you will find a table that shows all, the companies/corporations that Manuel & Maribel Calvo have interests in:


Company Name	Percentage of Ownership	Active / Inactive	Type of Business	Tax Returns
Cuntum Solar America, LLC.	45% Manuel Calvo	Inactive	Photovoltaic Solar Panels Manufacturer	Yes 2009 & 2010. Company was dissolved in March 17, 2011
Ole! Restaurant, Inc.	50% Manuel Calvo & 50% Maribel Calvo	Inactive	Restaurant	No, it was closed in 09/2006
Rumbameru Enterprises, Inc.	100% Manuel Calvo	Active	Real Estate Holder / Management	Yes
Avant Garde Associates Tech, Inc.	50% Manuel Calvo	Inactive	Franchisor & Business Development	No. This corporation was created to save the name for future projects. No income ever earned. Company was dissolved in March 21, 2011
Sunland Enterprising, Inc.	50% Manuel Calvo & 50% Maribel Calvo	Active	Real Estate Holder / Management	Yes

High Tech Engineering, Inc.	50% Manuel Calvo & 50% Maribel Calvo	Active	Underground Locating Services	Yes
High Tech Underground, Corp.	50% Manuel Calvo	Inactive	Underground Contractor	No. This corporation was created to save the name for future projects. No income ever earned.
Ole! Ole! Spanish Food Inc.	50% Manuel Calvo & 50% Maribel Calvo	Inactive	Food Distribution	No, never opened no activity
Daga Trading, LLC	50% Manuel Calvo & 50% Maribel Calvo	Active	Kitchenware Distributor	Yes, only for 2010. This company was created in 2009, no income earned neither reported for 2009
Acting Solar, Inc.	100% Maribel Calvo	Active	Energy Solutions and Solar Systems	Yes
Rianxo Enterprises, Inc.	100% Maribel Calvo	Active	Real Estate Holder / Management	Yes

Also the following entities are condominium associations:

Kendall Oaks Property Owners Association, Inc.	Manuel Calvo, Secretary	Active	Only a board member. Not receiving any income.
Kendall Oaks Professional Center III Condominium Association, Inc.	Manuel Calvo, President	Active	Only a board member. Not receiving any income.

No other companies or corporations belong in part or full to neither Manuel Calvo nor Maribel Calvo



 Manuel Calvo



 Maribel Calvo



6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:
NO
7. Insurance & Bond Information
- a. Insurance Carrier name & address: Brown & Brown of Florida Inc
1201 W Cypress Creek Rd. # 130 Ft Lauderdale FL 33309
- b. Insurance Contact Name, telephone, & e-mail: Shawn Burton
954 331-1364 sburton@bbftland.com
- c. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: 0
- e. Bond Carrier name & address: Same as Insurance
- f. Bond Carrier Contact Name, telephone, & e-mail: Same as Insurance
- g. Number of Bond Claims paid out in last 5 years & value: 0
8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.
NO
9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:
NO
10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No (If yes, provide an attachment that provides an explanation of the project and an explanation.
11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, Yes No
12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work None

B. Project Management

1. Project Manager for this Contract:

a. Name: Octavio Vidal

b. Years with Company: 13

c. Licenses/Certifications: none

d. Last 3 projects with the company including role, scope of work, & value of project:

Miami Dade Public Works Hydroground Utility Locating Services \$200,000

Seminole County Hydroground Utility Locating Services \$372,000

Town of Palm Lakes Hydroground Utility Locating Services \$15,000

C. Current and Prior Experience:

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.
2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid solicitation. Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

D. Bidder's References

Bidders are to include a minimum of five (5) references from contracts or projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.



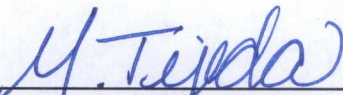
SECTION 8
CONTRACT EXECUTION FORM

This Contract 2011-22 made this 8 day of **November** in the year **2011** in the an amount not to exceed **\$16,021.60** by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

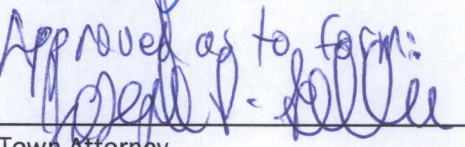
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

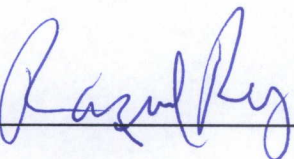
By: 
Marjorie Tejada, Town Clerk

By: 
Alex Rey, Town Manager

By: 
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

By: 

High Tech Engineering, Inc. DBA High Tech Locating

By: 

Name: MANUEL CALVO

Title: PRESIDENT

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, HIGH TECH ENGINEERING, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the MANUEL CALVO,
(type title of officer)

PRESIDENT, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 20 day of OCTOBER, 2011.



Corporate Secretary

(Corporate Seal)