



City of Pembroke Pines

**THIRD AMENDMENT TO AGREEMENT FOR OPERATION,
MAINTENANCE, AND MANAGEMENT OF CITY PARK FACILITIES
BETWEEN THE CITY OF PEMBROKE PINES
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

THIS AMENDMENT ("Third Amendment"), dated this 15th day of July, **2021**, is by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

CALVIN, GIORDANO & ASSOCIATES, INC., a **Florida Profit Corporation** as listed with the Florida Division of Corporations, and with a business address of **1800 Eller Dr., Suite 600, Fort Lauderdale, FL 33316**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 12th, 2016**, pursuant to Request for Qualifications PSPW-13-11, the CITY and CONTRACTOR entered into the Agreement for Operation, Maintenance, Management of City Park Facilities ("Original Agreement"), for an initial **five (5) year period**, which expired on **May 31st, 2021**; and,

WHEREAS, on **October 18th, 2018**, the Parties executed the First Amendment to the Original Agreement to increase the scope of work, revise the terms contained therein, and to align the anniversary date of the Original Agreement, as amended, with the start of the CITY's fiscal year, which extended the natural expiration date to **September 30th, 2021**; and,

WHEREAS, on **March 17th, 2021**, the Parties executed the Second Amendment to the Original Agreement to supplement the terms contained in the Original Agreement, as amended, and to renew the term for an additional five (5) year period, which naturally expires on **September 30th, 2026**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to supplement the terms contained therein with the required provisions for Federal awards per 2 C.F.R. Part 200, to be applied for services for which the CITY seeks Federal reimbursement, as set forth in this Third Amendment to Original Agreement.



City of Pembroke Pines

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Third Amendment, or any subsequent amendment hereafter, which is in ~~striketrough type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby revised to include Article 34, entitled, "Federal Requirements", as set forth below:

"ARTICLE 34 **FEDERAL REQUIREMENTS**

Notwithstanding anything to the contrary set forth herein, for the services provided by CONTRACTOR for which the CITY shall seek Federal reimbursement, CONTRACTOR shall comply with the following standard provisions in accordance with 2 C.F.R. Sec. 200.326 and 2 C.F.R. Part 200. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

34.1 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

34.1.1 Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

34.1.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (34.4.1) of this section the



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CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (34.4.1) of this section, in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (34.4.1) of this section.

34.1.3 Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (34.4.2) of this section.

34.1.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (34.4.1) through (34.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (34.4.1) through (34.4.4) of this section.

34.2 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

34.2.1 Clean Air Act.

34.2.1.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

34.2.1.2 CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

34.2.1.3 CONTRACTOR agrees to include these requirements in each



City of Pembroke Pines

subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

34.2.2 Federal Water Pollution Control Act.

34.2.2.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

34.2.2.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

34.2.2.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

34.3 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

34.3.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

34.3.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

34.4 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352). CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal



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funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

34.5 Compliance with State Energy Policy and Conservation Act. CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

34.6 Procurement of Recovered Materials. The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year exceeded ten thousand dollars (\$10,000); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

34.7 Reporting. Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both Parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

34.8 No Obligation by the Federal Government.

34.8.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

34.8.2 CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

34.9 DHS Seal, Logo, and Flags. CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

34.10 Compliance with Federal Law, Regulations, and Executive Orders. This is an



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acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

34.11 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Ch. 38 applies to CONTRACTOR's actions pertaining to this Agreement."

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section.

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor



City of Pembroke Pines

shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

SECTION 6. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 7. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 8. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

SECTION 9. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this



City of Pembroke Pines

Agreement.

SECTION 10. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.


ATTEST:

CITY:


CITY OF PEMBROKE PINES

DocuSigned by:
 July 15, 2021
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MARLENE D. GRAHAM,
CITY CLERK

DocuSigned by:
 BY:  Aner Gonzalez for:
 BA47CF81CF57443... July 15, 2021
 CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

DocuSigned by:
 July 15, 2021
 013E807C191D4FF...

Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed By: 

Print Name: Chris Giordano

Title: President



City of Pembroke Pines

**SECOND AMENDMENT TO AGREEMENT FOR OPERATION,
MAINTENANCE, AND MANAGEMENT OF CITY PARK FACILITIES
BETWEEN THE CITY OF PEMBROKE PINES
AND CALVIN, GIORDANO & ASSOCIATES, INC.**

THIS AMENDMENT ("Second Amendment"), dated this 17th day of March, **2021**, is by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

CALVIN, GIORDANO & ASSOCIATES, INC., a Florida Profit Corporation as listed with the Florida Division of Corporations, and with a business address of **1800 Eller Dr., Suite 600, Fort Lauderdale, FL 33316**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 12th, 2016**, pursuant to Request for Qualifications PSPW-13-11, the CITY and CONTRACTOR entered into the Agreement for Operation, Maintenance, Management of City Park Facilities ("Original Agreement"), for an initial **five (5) year period**, commencing on **June 1st, 2016** and naturally expiring on **May 31st, 2021**; and,

WHEREAS, on **October 18th, 2018**, the Parties executed the First Amendment to the Original Agreement to increase the scope of work, revise and supplement the terms contained therein and to align the anniversary date of the Original Agreement, as amended, with the start of the City's fiscal year, extending the natural expiration date to **September 30th, 2021**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for **one (1) additional five (5) year term**, subject to mutual consent and the execution of a written amendment to the Original Agreement; and,

WHEREAS, the CITY has modified the scope of work to add a new park, Raintree Park located at SW 114th Ave., and Washington St., Pembroke Pines, FL 33025; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended and desire to renew the term of Original Agreement, as amended for a **five (5) year period** commencing on **October 1st, 2021** and naturally expiring on **September 30, 2026** and to supplement the terms contained therein as set forth in this Second Amendment to Original Agreement.



City of Pembroke Pines

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Any language contained in this Second Amendment, or any subsequent amendment hereafter, which is in ~~strike through type~~ shall be deletions from the terms of the Original Agreement and language in underlined type shall be additions to the terms of the Original Agreement.

SECTION 3. The Original Agreement, as amended, is hereby renewed for **five (5) years**, commencing on **October 1st, 2021** and naturally expiring on **September 30th, 2026**.

SECTION 4. Section 6.1 of the Original Agreement, as amended, is hereby deleted in its entirety and replaced as set forth below:

6.1 The Annual Fee for Services for the period starting on the Effective Date set forth in this Amendment and ending one year later (Agreement Year) shall be **Six Million Two Hundred and Fifty Thousand One Hundred and Twenty Seven Dollars (\$6,250,127)**. The anniversary date of the Agreement shall be October 1 of each year the agreement is in effect.

SECTION 5. Exhibit "A" to the First Amendment entitled "CITY OF PEMBROKE PINES FACILITIES AND PARKS" is hereby repealed and replaced with Exhibit "A2" of this Second Amendment.

SECTION 6. Section 7.2 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

7.2 CITY shall process all submitted invoices from the CONTRACTOR on a bi-weekly basis. CONTRACTOR shall be paid the Annual Fee as established in Section 6.1, in twenty-six (26) equal bi-weekly installments. The CITY shall pay the CONTRACTOR for all approved invoices, in a manner consistent with the Florida Local Government Prompt Payment Act, Chapter 218, and Florida Statutes.

SECTION 7. Section 17.6 of the Original Agreement, as amended, is hereby deleted and replaced with the language set forth below:

17.6 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY



City of Pembroke Pines

may terminate the Agreement in accordance with the terms herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 8. The Original Agreement, as amended, is hereby revised and amended by the addition of Article 35, entitled "Uncontrollable Forces", as set forth below:

ARTICLE 35
UNCONTROLLABLE FORCES

35.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

35.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.



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SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment and this Second Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 12 Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 13. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

DocuSigned by:

Marlene D. Graham

E858EE604EE4F3...
MARLENE D. GRAHAM,
CITY CLERK

DocuSigned by:

Charles F. Dodge

BY: 47B966ECEDAD4AC...
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

DocuSigned by:

Danielle Schwabe

013E807C191D4FF...
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed By: *[Signature]*

Print Name: Chris Giordano

Title: President

CITY OF PEMBROKE PINES FACILITIES AND PARKS

<p>Alhambra Park 100 SW 198th Terr. Pembroke Pines, FL 33029</p> <p>Ben Fiorendino Park 10201 Taft St. Pembroke Pines, FL 33026</p> <p>Chapel Trail Park 19531 Taft Street Pembroke Pines, FL 33029</p> <p>Chapel Trail Nature Preserve 19800 Sheridan St Pembroke Pines, FL 33029</p> <p>Cinnamon Place Park Pembroke Rd & SW 86th Ave Pembroke Pines, FL 33025</p> <p>Craig Rupp K-9 Dog Park 9751 Johnson St. Pembroke Pines, FL 33026</p> <p>Flamingo Park 1900 NW 122nd Terrace Pembroke Pines FL 33026</p> <p>Fletcher Art & Culture 954-986-5027 7960 Johnson St. Pembroke Pines FL 33024</p> <p>Fletcher Park 7900 Johnson St. Pembroke Pines FL 33024</p>	<p>Holly Lakes Park 21451 Johnson St Pembroke Pines 33029</p> <p>Linear Park Johnson Street & 98th Ave Pembroke Pines FL 33026</p> <p>Memorial Park Washington St. & City Center Way Pembroke Pines, FL 33025</p> <p>Pasadena Park 8815 Pasadena Blvd Pembroke Pines FL 33024</p> <p>Paul J. Maxwell Park 1200 SW 72nd Ave Pembroke Pines FL 33023</p> <p>Pembroke Fall Aquatic Center / YMCA 954-727-9622 1361 N.W. 12th Avenue Pembroke Pines, FL 33028</p> <p>Pembroke Lakes Golf & Tennis Center 954-431-4144 Tennis 10500 Taft St. Pembroke Pines FL 33026</p> <p>Pembroke Road Boat & RV Storage Lot 10801 Pembroke Road Pembroke Pines, FL 33025</p>	<p>Pembroke Shores Park / YMCA of Pembroke Pines 954-727-9622 501 SW 172nd Ave Pembroke Pines FL 33029</p> <p>Pines Recreation Center 954-986-5022 7400 Pines Blvd. Pembroke Pines FL 33024</p> <p>Rainbow Lakes Park NW 92nd Ave & NW 19th St. Pembroke Pines, FL 33026</p> <p>Raintree Park SW 114th Ave & Washington St. Pembroke Pines, FL 33025</p> <p>River of Grass ArtsPark 954-322-2597 17195 Sheridan St. Pembroke Pines, FL 33331</p> <p>Rose G. Price Park 954-437-1140 901 NW 208th Ave Pembroke Pines FL 33029</p> <p>Silver Lakes North Park 2300 N.W. 172nd Avenue Pembroke Pines FL 33029</p> <p>Silver Lakes South Park 17601 SW 2nd St. Pembroke Pines FL 33029</p> <p>Spring Valley Park 1700 NW 160th Ave Pembroke Pines, FL 33028</p>	<p>Steven L. Josias Equestrian & Dog Park 5836 SW 193rd Way Pembroke Pines 33029</p> <p>Studio 18 954-961-6067 1101 Poinciana Drive Pembroke Pines FL 33025</p> <p>Tanglewood Park 9500 SW 1st Street Pembroke Pines, FL 33026</p> <p>Towngate Park 954-450-6895 901 NW 155th Ave Pembroke Pines FL 33028</p> <p>Walden Lakes Park 20460 SW 1st St. Pembroke Pines, FL 33029</p> <p>Walnut Creek Park 7701 Taft St. Pembroke Pines FL 33024</p> <p>Walter C. Young Gymnasium 754-323-4515 901 NW 129th Ave Pembroke Pines FL 33028</p> <p>West Pines Soccer Park & Nature Preserve 954-538-3696 350 SW 196th Ave Pembroke Pines FL 33029</p>	<p>William B. Armstrong Dream Park 1700 NW 160th Ave Pembroke Pines, FL 33028</p> <p><u>Kiddie Parks:</u></p> <p>Ashley Hale Park NW 106th Terr. & NW 118th Pl. Pembroke Pines, FL 33026</p> <p>John S. Fahey Park NW 98th Ave & Johnson St. Pembroke Pines, FL 33026</p> <p>108th Kiddie Park NW 108th Ave. & 19th St. Pembroke Pines, FL 33026</p> <p>111th Kiddie Park NW 111th Ave. & 18th Pl. Pembroke Pines, FL 33026</p> <p><u>Pines Charter Schools containing Artificial Turf:</u> Academic Village 17189 Sheridan St. Pembroke Pines FL 33331</p> <p>East Campus 954-443-4800 10801 Pembroke Road Pembroke Pines, FL 33025</p> <p>Central Campus 954-322-3300 12350 Sheridan Street Pembroke Pines, FL 33026</p> <p>West Campus 954-443-4847 18500 Pembroke Road Pembroke Pines, FL 33029</p>
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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 2.

File ID: 21-0096

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/08/2021

Short Title: Second Amendment - CGA for Parks Maintenance Services

Final Action: 03/17/2021

Title: MOTION TO APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES FOR PARKS MAINTENANCE SERVICES TO PROVIDE FOR ADDITIONAL SCOPE OF WORK AND A RENEWAL OF THE AGREEMENT FOR AN ADDITIONAL FIVE YEARS EFFECTIVE OCTOBER 1, 2021 FOR A TOTAL ANNUAL AMOUNT NOT TO EXCEED \$6,845,127

***Agenda Date:** 03/17/2021

Agenda Number: 2.

Internal Notes:

Attachments: 1. Proposed Second Amendment to O M Park Facilities Agreement - Calvin Giordano Associates Inc, 2. Parks Maintenance Function Sourcing Analysis, 3. Progression of Contract Cost for Parks Maintenance Services, 4. Executed First Amendment to O M Park Facilities Agreement - Calvin Giordano Associates Inc, 5. Executed Original Agreement to O M Park Facilities Agreement - Calvin Giordano Associates Inc

1 City Commission 03/17/2021 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr.,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines a Request for Qualifications as "A written solicitation for competitive sealed offers with the title, date and hour of the public opening designated. A request for qualifications shall include, but is not limited to, general information, functional or general specifications, statement of work, instructions for offer and

evaluation criteria. All requests for qualifications shall state the relative importance of the evaluation criteria. The city may engage in competitive negotiations with responsible offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and conformance to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of offers, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offer."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 20, 2016 the City Commission approved an agreement with Calvin Giordano & Associates (CGA) for an Annual Fee of \$5,438,550 to provide Park Maintenance services to the Recreation and Cultural Arts Department. The contract also includes a \$100,000 contingency and a \$60,000 landscape allowance for a total annual cost of \$5,598,550. The contract effective date was June 1, 2016 and was approved for a five year term expiring on May 31, 2021.

2. The Parks Maintenance Agreement includes the following:

Contractor Responsibilities:

(A) Personnel and Management: CGA provides the labor, management, and oversight needed to efficiently operate and maintain the City's Parks.

(B) Operating Supplies: CGA procures and administers the acquisition of all tools, materials, chemicals, and other supplies needed to operate and maintain City Parks. This includes providing all necessary personnel with a vehicle, uniform, fuel, and tools needed to effectively

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complete the job.

(C) Equipment: CGA provides all necessary equipment to perform parks maintenance services

City Responsibilities:

(A) Oversight of the contract and Administrative support

(B) Capital improvements. Each year CGA assists City Administration in identifying the capital needs of the Park's System. The City is responsible for budgeting and procuring those capital improvements approved by Administration and the Commission

(C) Facility Maintenance. Repairs that involve electrical, plumbing, masonry, carpentry, or other facility type work is provided by the CITY.

(D) City provides office space for CGA management.

(E) City provides utilities to the facilities such as electricity, phone lines, internet access, and emergency power.

3. On October 3, 2018, the City Commission approved the First Amendment to the parks maintenance agreement. The amendment memorialized changes to the scope of work that had taken place since the original effective date and adjusted the anniversary date of the agreement to be in-line with the City's fiscal year. The additional scope and the extension of the agreement by four months increased the annual fee by \$225,509. The amendment also included \$435,000 in additional allowances to provide flexibility to the Recreation and Cultural Arts Department's administration of the parks.

4. The current agreement allows for one five year renewal. The renewal date of the agreement is September 30, 2021. Section 5.0(A) of the City's Management Policy on Concessions, Leases, and Interlocal Agreements requires a feasibility review of all function sourcing contracts every time the contract expires or is set to renew. This analysis is to determine the financial effectiveness of continuing to function source the parks maintenance service. The complete report titled "Parks Maintenance Function Sourcing Analysis" is attached to this agenda item as Exhibit #2

5. The Recreation and Cultural Arts Director completed the function sourcing analysis utilizing information in the budget module, information provided by the contractor, and information from surrounding municipalities. After completing the analysis of the personnel, operating costs, and capital expenditures, the Director determined that if the City were to transition back to providing parks maintenance with City staff, the department expenses would increase by an estimated \$2.5 million dollars on an annual basis than if it were to continue using CGA as the parks maintenance contractor. Note this annual cost range excludes the initial transition costs such as hiring new staff and purchasing capital equipment. The final cost analysis assumes a six-month time frame for the transition. Factoring the transition costs and the six-month transition period where the City is hiring staff and paying for contract operations, the total Year One costs could

Agenda Request Form Continued (21-0096)

be as high as \$15,398,020 which is an increase of \$8,552,893 versus current costs.

6. The Second Amendment establishes an annual fee of \$6,250,127. This fee was determined by taking the current fee of \$6,145,440 plus a 1.043% CPI increase which equated to \$64,097 and adding \$40,590 for the increased scope of work for adding the new Raintree Park. Details on the progression of the Annual Fee since the contract start date are provided in Exhibit #3.

7. The total annual contract amount also includes the previously established contingency amounts and allowances. The contingency and allowance amounts do not change from year to year. The total annual contract amount for October 1, 2021 is \$6,845,127. The summary is provided below.

Annual Fee \$6,250,127 (Increases each year by CPI)
 Contingency \$100,000 (Established by Original Agreement)
 Landscape \$60,000 (Established by Original Agreement)
 Tree Trimming \$95,000 (Established by First Amendment)
 Turf Renovations \$300,000 (Established by First Amendment)
 Irrigation Pump Repairs \$40,000 (Established by First Amendment)

Total \$6,845,127

8. The Recreation and Cultural Arts Department has been satisfied with the performance of the parks maintenance agreement to date. The Director is recommending the approval of the Second Amendment to the agreement.

9. Request Commission approve the Second Amendment to the Parks Maintenance Agreement between the City of Pembroke Pines and Calvin Giordano & Associates to provide for additional scope of work and a five year renewal of the agreement for an annual amount not to exceed \$6,845,127.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$6,845,127 for October 1, 2021 through September 30, 2022 to include the Annual Fee, Contingency and all Allowances.

b) Amount budgeted for this item in Account No: The effective date of the Second Amendment is October 1, 2021 which is next fiscal year. If approved the amount of \$6,845,127 will be included in the proposed budget for FY2022 in account 001-572-7001-534984

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5 year projection of the operational cost of the project: Future operational costs are based on a 3% increase in the Annual Fee only. Contingency and Allowances are not increased by the CPI.

	FY2021-22	Year 2 FY 22-23	Year 3 FY 23-24	Year 4 FY 24-25	Year 5 FY 25-26
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$6,845,127	\$7,032,631	\$7,225,760	\$7,424,682	\$7,629,573

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Net Cost	\$6,845,127	\$7,032,631	\$7,225,760	\$7,424,682	\$7,629,573
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e) Detail of additional staff requirements: None



**FIRST AMENDMENT TO AGREEMENT FOR OPERATION, MAINTENANCE, AND
MANAGEMENT OF CITY PARKS FACILITIES BETWEEN THE CITY OF PEMBROKE
PINES AND CALVIN GIORDANO & ASSOCIATES, INC.**

THIS AGREEMENT, dated this 18th day of October 2018, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

CALVIN GIORDANO & ASSOCIATES, INC., a Florida corporation authorized to do business in the State of Florida, with a business address of **1800 Eller Drive, Suite #600, Fort Lauderdale, FL 33316**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, On April 17, 2013, the City advertised its Request for Qualifications # PSPW-13-11 "Operation, Maintenance and Management of the City Park Facilities" for the purpose of hiring a firm to provide Operation, Maintenance, and Management Services for the City's park facilities; and,

WHEREAS, on April 20, 2016 the CITY and CONTRACTOR entered into the Original Agreement to provide operation, maintenance, and management services for the City's Park Facilities, for an initial period commencing on June 1, 2016 and remaining in effect through May 31, 2021; and,

WHEREAS, the Parties want to align the anniversary date of the agreement with the start of the City's fiscal year for ease of reconciling the purchase orders and allowances permitted under the Agreement, and;

WHEREAS, the CITY has added two new parks, Memorial Park and the Josias Dog Park which have increased the scope of work, and;

WHEREAS, the CITY wants to include additional allowances to streamline the process of field renovations, tree trimming, and irrigation pump repairs, and;

WHEREAS, the CITY has increased the number of special events and therefore must increase the number of special event hours called for in the agreement and;

WHEREAS, the CITY would like to increase the amount of mulch that is being put in the parks on an annual basis and;

WHEREAS, currently the CITY is responsible for certain irrigation repairs and the CITY



would like to have the CONTRACTOR take over this scope of work and;

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to amend the terms of their contractual relationship as set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 4.1.3 "Special Events" is hereby deleted in its entirety and replaced as follows:

4.1.3 Special Events - CONTRACTOR shall provide no less than six thousand five hundred (6,500) hours of personnel time, as required for special events. Work shall include but not be limited to setting up and breakdown of miscellaneous items needed for special program, site preparation and cleanup, transportation and set up of metal stage and portable stage-mobile, and parking attendants. For each event, the CITY's Representative and the CONTRACTOR's Supervisor will agree on the number of hours required prior to the commencement of the special event. Personnel hours in excess of 6,500 that are requested and authorized by the CITY's representative shall be compensated as part of the Owner's Contingency as provided in Section 6.2 of this Agreement. The cost for the additional work shall be presented and approved by the CITY's Representative prior to the special event.

SECTION 3. Section 4.1.24 "Shrubs, Trees and Palm Maintenance" is hereby deleted in its entirety and replaced as follows:

4.1.24 Shrubs, Trees and Palm Maintenance - All ficus hedges, green buttonwood and arboricola hedges shall be pruned quarterly; all other shrubs and ground cover material shall be pruned monthly to insure the best shape, health and character of the individual plant- (up to a height of ten (10) feet). The entire top of ficus hedges must be trimmed and this may require the use of a scissor lift or bucket truck. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that contains shrubs, trees, and palm maintenance.

Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem so that the



healing can readily start under normal conditions. On trees known to be diseased, disinfect tools after each cut and between trees. Prune only at the time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant. Removal of dead limbs, branches and fronds from all trees shall be ongoing (up to a height of 10 feet). No pruning should be performed to live wood that would affect the fullness or intended character of the planting. Remove all sucker growth from the base of trees on an as needed basis. Remove any limbs, which pose a threat to public safety (up to a height of 10 feet). There must be at least one employee on site during all tree trimming who possesses a Class B Tree Trimmer's license or better as required by Broward County. The City has established an annual Tree Trimming Allowance as outlined in Article 6. The CITY may direct the CONTRACTOR to perform tree trimming work that is not included in the scope of work for this agreement. Tree trimming work performed under the Allowance shall require authorization by the CITY's representative prior to commencement.

SECTION 4. Section 4.1.26 "Pest and Disease Management" is hereby deleted in its entirety and replaced as follows:

4.1.26 Pest and Disease Management - The CONTRACTOR shall control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, fire ants and other pests including white fly (except on trees) by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY's representative. The CONTRACTOR shall be fully licensed to spray pesticides, and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. CONTRACTOR must possess a restricted use pesticide applicators license with Turf and ornamental classification. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that requires pest and disease management. CONTRACTOR shall also provide flea and tick treatments at all City operated dog parks.

SECTION 5. Section 4.1.30 "Turf Renovations" is hereby deleted in its entirety and replaced as follows:

4.1.30 Turf Renovations - Turf renovations may be required if conditions warrant such a procedure. Conditions which may warrant renovation include areas thinned out or damaged turf from natural burnout, heavy traffic, or any area which has become noticeably depressed below the average grade of the other turf or if the area becomes unsightly. The CONTRACTOR is responsible for daily repairs and maintenance of the turf. The CONTRACTOR is also responsible for any turf renovations that are required as a result of poor maintenance. For all other turf renovation work, the CITY has established an annual Turf Renovation Allowance as outlined in Article 6. Each year the CONTRACTOR and CITY will develop a turf renovation schedule for all facilities. Turf Renovation work performed by the CONTRACTOR as part of the Turf Renovation Allowance shall require



authorization by the CITY's representative prior to commencement. For all turf renovation work completed by the CONTRACTOR, the CONTRACTOR shall be responsible for proper watering, fertilization and pest management after acceptance of the renovation. All turf renovations performed by the CONTRACTOR shall be billed against the Turf Allowance as set forth in Article 6 of this Agreement. Turf renovations required as a result of poor maintenance and daily repairs and maintenance of the turf are included in the CONTRACTOR's Annual Fee and shall not be billed against the Turf Renovation Allowance. Nothing in this section should be considered a guarantee of work under the Turf Renovation Allowance. The CITY has the right to procure turf renovation projects outside of this agreement. If the CITY procures turf renovations from an outside contractor, the CONTRACTOR shall have the right to review and accept the turf renovations prior to resuming maintenance on the area subject to the renovation. Acceptance of turf renovation work performed by an outside contractor shall not be unreasonably withheld by the CONTRACTOR. The CONTRACTOR must provide a detailed description of the reason acceptance is being withheld.

SECTION 6. Section 4.1.31 "Irrigation" is hereby deleted in its entirety and replaced as follows:

4.1.31 Irrigation - The CONTRACTOR shall be responsible for the operation and maintenance of all automatic irrigation systems, and for setting and adjusting the time clocks to insure proper watering of all plant material and turf in the landscape. CONTRACTOR shall provide a preventive maintenance program twice per year on all CITY irrigation pumps. The preventive maintenance program shall include but not be limited to inspection greasing, checking impellers and electrical system and reporting back any repairs needed to CITY. Irrigation schedules must comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 am and 4:00 pm unless an irrigation technician is at the site being irrigated or as needed. This section shall apply to all athletic fields, common areas, parking lots and any other area within the Park Facilities that requires irrigation operation and maintenance.

The CONTRACTOR shall be responsible for the labor, parts, materials, and supervision to make all irrigation repairs to the irrigation system from the regulator downstream to the sprinkler heads. The CONTRACTOR shall also be responsible for managing and the maintenance and repair of the entire system. CITY will reimburse CONTRACTOR for all costs associated with repairs of the system upstream of the regulators, not to include the regulators. The CITY has established an annual Irrigation Repair and Replacement Allowance as described in Article 6 for the repair and replacement reimbursements. The Allowance will not cover repairs or replacement of any irrigation parts or work from the regulator downstream to the sprinkler heads. Reimbursable repair work under the Allowance shall require authorization by the CITY's representative prior to commencement. All materials and equipment must match existing CITY equipment to keep systems uniform, alternates must be pre-approved by the CITY. If any part of the irrigation system is damaged by an outside contractor that is g, the CITY shall be



responsible for the cost of the repairs.

Time clocks shall be checked at least once a week. The CONTRACTOR shall, at least once per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the CONTRACTOR's operation shall be replaced with the same equipment and by the same manufacturer unless otherwise approved by the CITY's representative.

The irrigation shall be capable of providing 1/4" of water per night to all established turf and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The CONTRACTOR shall be required to make all repairs within a minimum 24 hour time period or sooner as directed by the CITY's representative. Any form of damage to the irrigation system must be reported to the CITY's representative immediately upon discovery.

Irrigate as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the CONTRACTOR.

The CONTRACTOR shall provide a written irrigation schedule to the CITY's representative. The CONTRACTOR shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be the responsibility of the CONTRACTOR.

SECTION 7. Section 4.1.32 "Mulch" is hereby deleted in its entirety and replaced as follows:

4.1.32. Mulch – CONTRACTOR shall be responsible to provide labor and material to apply two hundred and four (204) pallets of mulch each year as needed throughout the Parks. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that requires mulch

SECTION 8. Section 4.1.40 "Annuals Landscaping Allowance" is hereby deleted in its entirety and replaced as follows:

4.1.40 Annuals Landscape Allowance - The City has established an Annuals Landscape Allowance of \$60,000. Throughout the year the contractor will coordinate with the City Representative to install annuals and other landscaping needs throughout the City Parks not to exceed the allowance amount. The work shall include but is not limited to purchases for materials only. All labor and supervision shall be covered by the services under this agreement.



SECTION 9. Section 4.2.4.5 is hereby deleted in its entirety and replaced as follows:

4.2.4.5 Contractor shall make recommendations to the CITY as to the application of mulch within the Park Facilities. At the City's discretion, Contractor shall install the mulch up to the 204 pallets as directed in Section 4.1.32 of this Agreement

SECTION 10. The Effective Date of this Amendment will be October 1, 2018. The expiration date of the initial five year period shall be extended by four months to September 30, 2021.

SECTION 11. Article 6 "Compensation" is hereby deleted in its entirety and replaced as follows:

The Contract Price under this Agreement shall consist of the following:

6.1 The Annual Fee for Services for the period starting on the Effective Date set forth in this Amendment and ending one year later (Agreement Year) shall be six million twelve thousand five hundred and seventy six and 17/100 Dollars (\$6,012,576.17). The anniversary date of the Agreement shall be October 1 of each year the agreement is in effect.

6.2 The CITY has established an annual Owner's Contingency amount of One Hundred Thousand and 00/100 Dollars (\$100,000) related to this Agreement. The CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the CITY's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the Agreement shall remain with the CITY. The CONTRACTOR shall only be paid amounts as approved by the City Commission along with any Owner Contingency expenses that were approved by the CITY's authorized representative.

6.3 The Tree Trimming Allowance as detailed in Section 4.1.24 of this Agreement is Ninety Five Thousand and 00/100 Dollars (\$95,000.00) annually.

6.4 The Turf Renovation Allowance as detailed in Section 4.1.30 of this Agreement is Three Hundred Thousand and 00/100 Dollars (\$300,000.00) annually.

6.5 The Irrigation Repair and Replacement Allowance as detailed in Section 4.1.31 of this Agreement is Forty Thousand and 00/100 Dollars (\$40,000.00) annually.

6.6 The Annuals Landscaping Allowance as detailed in Section 4.1.40 of this Agreement is Sixty Thousand and 00/100 Dollars (\$60,000.00) annually.

6.7 Commencing on the first month of the Second Agreement year and every consecutive year thereafter, for the entire term of the Agreement, the Annual Fee as specified in Section 6.1 shall be automatically adjusted according to the annual Consumers



Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the month of April or four percent (4%), whichever is less but not less than zero.

SECTION 12. Article 7 "Payment Procedures" is hereby deleted in its entirety and replaced as follows:

7.1 CONTRACTOR shall submit, on a bi-weekly basis, an invoice in a format approved by the City Manager which shall include all required back-up documentation to support the invoiced amount and a release of lien from the SUBCONTRACTOR, if any. CONTRACTOR shall submit the bi-weekly invoice to the CITY no later than fourteen (14) days after the conclusion of the bi-weekly period for which the services were provided.

7.2 CITY shall process all submitted invoices from the CONTRACTOR on a bi-weekly basis. CONTRACTOR shall be paid the Annual Fee as established in Section 6.1, in twenty-six (26) equal bi-weekly installments. The CITY shall pay the CONTRACTOR for all approved invoices, in a manner consistent with the Florida Prompt Payment Act, Chapter 218, and Florida Statutes.

7.3 Any monies payable by either party pursuant to Section 6.2, Section 6.3, Section 6.4, Section 6.5, Section 6.6, and Section 6.7 shall be paid within the later of sixty (60) calendar days after the end of each Agreement year or thirty (30) calendar days from submittal of approved invoices. CONTRACTOR mark-up, unless otherwise noted, shall be limited to 7.5%.

7.4 Any monies payable to CITY by CONTRACTOR pursuant to this Agreement shall be paid within thirty (30) calendar days of CONTRACTOR receiving the invoice from CITY.

SECTION 13. Article 34 "Scrutinized Companies" is hereby added as follows:

34.1 In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

a. Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.



34.1.1 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

SECTION 14. Exhibit "C" to the Original Agreement titled "List of Facilities" is hereby deleted in its entirety and replaced with this Amendment as Exhibit A "Revised List of Facilities.

SECTION 15. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 16. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment shall remain in full force and effect, except as specifically modified herein.

SECTION 17. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

Marlene D. Graham
MARLENE D. GRAHAM, 10/18/18
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY: *Charles F. Dodge*
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES, INC.

BY: *[Signature]*

Print Name: Dennis Giordano

Title: President

WITNESSES

[Signature]

Juan A. Rodriguez
Print Name

[Signature]

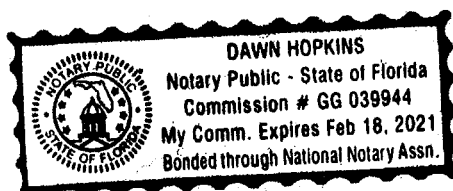
Mario Soriano
Print Name

STATE OF Florida

COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dennis Giordano as PRESIDENT of CALVIN GIORDANO & ASSOCIATES, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of CALVIN GIORDANO & ASSOCIATES, INC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 9th day of NOVEMBER, 2018.



Dawn Hopkins
NOTARY PUBLIC

Dawn Hopkins
(Name of Notary Typed, Printed or Stamped)

CITY OF PEMBROKE PINES FACILITIES AND PARKS

<p>Alhambra Park 100 SW 198th Terr. Pembroke Pines, FL 33029</p> <p>Ben Fiorendino Park 10201 Taft St. Pembroke Pines, FL 33026</p> <p>Chapel Trail Park 19531 Taft Street Pembroke Pines, FL 33029</p> <p>Chapel Trail Nature Preserve 19800 Sheridan St Pembroke Pines, FL 33029</p> <p>Cinnamon Place Park Pembroke Rd & SW 86th Ave Pembroke Pines, FL 33025</p> <p>Craig Rupp K-9 Dog Park 9751 Johnson St. Pembroke Pines, FL 33026</p> <p>Flamingo Park 1900 NW 122nd Terrace Pembroke Pines FL 33026</p> <p>Fletcher Art & Culture 954-986-5027 7960 Johnson St. Pembroke Pines FL 33024</p> <p>Fletcher Park 7900 Johnson St. Pembroke Pines FL 33024</p>	<p>Holly Lakes Park 21451 Johnson St Pembroke Pines 33029</p> <p>Linear Park Johnson Street & 98th Ave Pembroke Pines FL 33026</p> <p>Memorial Park Washington St. & City Center Way Pembroke Pines, FL 33025</p> <p>Pasadena Park 8815 Pasadena Blvd Pembroke Pines FL 33024</p> <p>Paul J. Maxwell Park 1200 SW 72nd Ave Pembroke Pines FL 33023</p> <p>Pembroke Fall Aquatic Center / YMCA 954-727-9622 1361 N.W. 12th Avenue Pembroke Pines, FL 33028</p> <p>Pembroke Lakes Golf & Tennis Center 954-431-4144 Tennis 10500 Taft St. Pembroke Pines FL 33026</p> <p>Pembroke Road Boat & RV Storage Lot 10801 Pembroke Road Pembroke Pines, FL 33025</p>	<p>Pembroke Shores Park / YMCA of Pembroke Pines 954-727-9622 501 SW 172nd Ave Pembroke Pines FL 33029</p> <p>Pines Recreation Center 954-986-5022 7400 Pines Blvd. Pembroke Pines FL 33024</p> <p>Rainbow Lakes Park NW 92nd Ave & NW 19th St. Pembroke Pines, FL 33026</p> <p>River of Grass ArtsPark 954-322-2597 17195 Sheridan St. Pembroke Pines, FL 33331</p> <p>Rose G. Price Park 954-437-1140 901 NW 208th Ave Pembroke Pines FL 33029</p> <p>Silver Lakes North Park 2300 N.W. 172nd Avenue Pembroke Pines FL 33029</p> <p>Silver Lakes South Park 17601 SW 2nd St. Pembroke Pines FL 33029</p> <p>Spring Valley Park 1700 NW 160th Ave Pembroke Pines, FL 33028</p>	<p>Steven L. Josias Equestrian & Dog Park 5836 SW 193rd Way Pembroke Pines 33029</p> <p>Studio 18 954-961-6067 1101 Poinciana Drive Pembroke Pines FL 33025</p> <p>Tanglewood Park 9500 SW 1st Street Pembroke Pines, FL 33026</p> <p>Towngate Park 954-450-6895 901 NW 155th Ave Pembroke Pines FL 33028</p> <p>Walden Lakes Park 20460 SW 1st St. Pembroke Pines, FL 33029</p> <p>Walnut Creek Park 7701 Taft St. Pembroke Pines FL 33024</p> <p>Walter C. Young Gymnasium 754-323-4515 901 NW 129th Ave Pembroke Pines FL 33028</p> <p>West Pines Soccer Park & Nature Preserve 954-538-3696 350 SW 196th Ave Pembroke Pines FL 33029</p>	<p>William B. Armstrong Dream Park 1700 NW 160th Ave Pembroke Pines, FL 33028</p> <p><u>Kiddie Parks:</u></p> <p>Ashley Hale Park NW 106th Terr. & NW 118th Pl. Pembroke Pines, FL 33026</p> <p>John S. Fahey Park NW 98th Ave & Johnson St. Pembroke Pines, FL 33026</p> <p>108th Kiddie Park NW 108th Ave. & 19th St. Pembroke Pines, FL 33026</p> <p>111th Kiddie Park NW 111th Ave. & 18th Pl. Pembroke Pines, FL 33026</p> <p><u>Pines Charter Schools containing Artificial Turf:</u></p> <p>Academic Village 17189 Sheridan St. Pembroke Pines FL 33331</p> <p>East Campus 954-443-4800 10801 Pembroke Road Pembroke Pines, FL 33025</p> <p>Central Campus 954-322-3300 12350 Sheridan Street Pembroke Pines, FL 33026</p> <p>West Campus 954-443-4847 18500 Pembroke Road Pembroke Pines, FL 33029</p>
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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number:

File ID: 18-0059

Type: Agreements/Contracts

Status: Passed as
amended

Version: 1

Agenda
Section:

In Control: City Commission

File Created: 02/06/2018

Short Title: Amendment to Parks Maintenance Agreement

Final Action:

Title: MOTION TO APPROVE THE FIRST AMENDMENT TO THE PARKS MAINTENANCE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES TO INCORPORATE CHANGES IN THE SCOPE OF WORK SINCE THE ORIGINAL EFFECTIVE DATE OF THE AGREEMENT AND TO ADJUST THE ANNIVERSARY DATE OF THE AGREEMENT TO BE IN-LINE WITH THE CITY'S FISCAL YEAR FOR AN INCREASE OF \$225,509 ANNUALLY BRINGING THE ADJUSTED ANNUAL AMOUNT TO \$6,012,563 PLUS INCREASING THE ALLOWANCE AMOUNTS BY \$435,000 BRINGING THE TOTAL ALLOWANCE AMOUNTS TO \$495,000 ALONG WITH THE EXISTING CONTINGENCY AMOUNT OF \$100,000 FOR A TOTAL ANNUAL COST NOT TO EXCEED \$6,607,563.

Internal Notes:

Attachments: 1. Proposed First Amendment to the Parks CGA Contract, 2. Original Calvin Parks Agreement, 3. First Amendment Cost Analysis

1 City Commission 10/03/2018 No Action Taken.

Action Text: Vice Mayor Good made a motion, seconded by Commissioner Schwartz to amend the item to allow City Administration to negotiate with CGA to provide funds to hire additional personnel to monitor contract.

1 City Commission 10/03/2018 amend

Pass

Action Text: A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to make a substitute amendment to Vice Mayor Good's amendment to the main motion, to direct City Administration and the Contractor to come back in 45 days with language pertaining to quality control improvement drafted for inclusion in the contract, to offer greater assurance of quality in performance. The motion carried by the following vote:

Aye: - 4 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, and
Commissioner Siple

Nay: - 1 Vice Mayor Good Jr.

1 City Commission 10/03/2018

Action Text:

1 City Commission 10/03/2018 reject

Fail

Action Text: Vice Mayor Good made a motion, seconded by Commissioner Siple, amend the main motion to NOT add four (4) months extension for re-bid but provide a one (1) year renewal with direction of staff so that the City Manager can define the balance of public and private partnership. The motion carried by the following vote:

Notes:

Nay: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.

1 City Commission 10/03/2018 approve as amended Pass

Action Text: A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to approve as amended. The motion carried by the following vote:

Aye: - 4 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, and Commissioner Siple

Nay: - 1 Vice Mayor Good Jr.

MOTION TO APPROVE THE FIRST AMENDMENT TO THE PARKS MAINTENANCE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES TO INCORPORATE CHANGES IN THE SCOPE OF WORK SINCE THE ORIGINAL EFFECTIVE DATE OF THE AGREEMENT AND TO ADJUST THE ANNIVERSARY DATE OF THE AGREEMENT TO BE IN-LINE WITH THE CITY'S FISCAL YEAR FOR AN INCREASE OF \$225,509 ANNUALLY BRINGING THE ADJUSTED ANNUAL AMOUNT TO \$6,012,563 PLUS INCREASING THE ALLOWANCE AMOUNTS BY \$435,000 BRINGING THE TOTAL ALLOWANCE AMOUNTS TO \$495,000 ALONG WITH THE EXISTING CONTINGENCY AMOUNT OF \$100,000 FOR A TOTAL ANNUAL COST NOT TO EXCEED \$6,607,563.

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 20, 2016 the City Commission approved an agreement with Calvin Giordano & Associates (CGA) for an Annual Fee of \$5,438,550 to provide Park Maintenance services to the Recreation and Cultural Arts Department. The contract also includes a \$100,000 contingency and a \$60,000 landscape allowance for a total annual cost of \$5,598,550. The contract effective date was June 1, 2016 and was approved for a five year term expiring on May 31, 2021.

2. The Parks Maintenance Agreement includes the following:

Contractor Responsibilities:

(A) Personnel and Management: CGA provides the labor, management, and oversight needed to efficiently operate and maintain the City's Parks.

(B) Operating Supplies: CGA procures and administers the acquisition of all tools, materials, chemicals, and other supplies needed to operate and maintain City Parks. This includes providing all necessary personnel with a vehicle, uniform, fuel, and tools needed to effectively complete the job.

(C) Equipment: CGA provides all necessary equipment to perform parks maintenance services

City Responsibilities:

- (A) Oversight of the contract and Administrative support
- (B) Capital improvements. Each year CGA assists City Administration in identifying the capital needs of the Park's System. The City is responsible for budgeting and procuring those capital improvements approved by Administration and the Commission
- (C) Facility Maintenance. Repairs that involve electrical, plumbing, masonry, carpentry, or other facility type work is provided by the CITY.
- (D) City provides office space for CGA management.
- (E) City provides utilities to the facilities such as electricity, phone lines, internet access, and emergency power.

3. Since the implementation of the contract over two years ago, the Recreation and Cultural Arts Department has added two parks and increased the number of special event hours needed to properly staff all City Special Events. In addition there are a few adjustments to the agreement that are being requested to assist with the management of the parks and increase the efficiency of the maintenance. The Recreation and Cultural Arts Department is also requesting to align the anniversary date with the City's fiscal year start date of October 1st thus extending the agreement by 4 months.

4. Currently the Annual Fee for this agreement is \$5,787,054. The original Annual Fee of \$5,438,550 has been increased twice by the established CPI rate of 2.8% and 3.51% on June 1st of 2017 and 2018 respectively. The First Amendment to the Parks Maintenance Agreement includes an increase in the Annual Fee by \$225,509 effective October 1, 2018. The details of this increase are described below:

NEW PARKS

- 5. On June 22, 2016 the City dedicated the newly constructed Josias Dog Park. This new park required additional daily maintenance and the treatment for fleas and ticks.
- 6. The new Memorial park was finished in April of 2017. This new park requires common area maintenance and restroom maintenance. A new playground will also be completed by October 1, 2018 which will require maintenance and monthly safety inspections.
- 7. The total cost to add these services to the annual fee is \$32,660.00 per year

SPECIAL EVENTS

- 8. The current agreement includes 5,100 hours of staff time to assist with the various special events that occur in the CITY. Special events include City events such as Pines Day and the

Fourth of July and tournaments for our sports leagues.

9. In the first two years the Special Event hours needed has gone over the annual 5,100 hours allotted in the agreement. The amendment includes an increase in the number of hours to 6,500 hours.

10. The total cost to add these additional special event hours is \$51,688.00 per year.

ADJUST THE IRRIGATION SCOPE OF WORK

11. Section 4.1.31 of current agreement addresses the irrigation system in the parks. The current language calls for the following:

- CGA to be responsible for all irrigation repairs and maintenance from the valve boxes to the sprinkler heads
- CGA to be responsible for all irrigation repairs from the valve boxes to the the irrigation clocks and the City shall reimburse for the repairs.
- City to shall reimburse or procure separately for all major repairs to main lines, electrical valves, pumps, intake piping and maintenance or replacement of the irrigation pumps.

12. When CGA initially inspected the irrigation system there were a lot of unknowns about the system since most of it is in the ground. At the time the agreement was being negotiated, CGA wanted to include in their Annual Fee an amount that would cover the potential unknowns for repairing the high cost items of the irrigation system. The above allocation was decided to share the risk on the cost of repairs needed to the system and to prevent the City from having costs included in the Annual Fee for repairs that may not happen.

13. In the past two years both the Contractor and the City have developed a better understanding of the costs associated with repairs to the entire irrigation system. The language proposed in the First Amendment is summarized below in terms of cost responsibility:

- CGA shall be responsible for the labor, parts, materials, and supervision of all maintenance and repairs to the irrigation system from the regulator downstream to the sprinkler heads
- City shall reimburse CGA for all costs associated with repairs of the system upstream of the regulators, not to include the regulators. This mainly includes the irrigation pumps.

14. The City and CGA are proposing to continue to provide a reimbursement of repairs and replacement of the irrigation pumps. Forecasting the value of repairs and replacement of the irrigation pumps is difficult because pumps can go down and need repair or replacement at any time. Pumps are the most expensive portion of the irrigation system. A replacement pump can cost anywhere from \$10,000 to \$50,000. If CGA were to absorb the risk of replacing a pump, then CGA's cost would include an amount in the Annual Fee for unknowns that is not reimbursable to the City if unused. By the City keeping this cost on our side the City only has to pay for the work that is completed.

15. The total cost to add the additional irrigation scope of work is \$51,700.00 per year

ADDITIONAL MULCH

16. The current agreement calls for the contractor to provide and install 100 pallets of mulch each year. After two years under this agreement the Recreation and Cultural Arts Administration knows that 100 pallets is not enough mulch to provide mulch once a year to every park. Each pallet includes 70 bags of mulch. To cover every park with 3 inches of mulch once per year takes 14,280 bags of mulch or 204 pallets.

17. The First Amendment includes an increase in the number of pallets of mulch from 100 to 204 pallets each year.

18. The total cost to add the additional pallets of mulch, to include installation of the mulch, is \$28,600.00 per year.

CPI ADJUSTMENT TO AMEND ANNIVERSARY DATE TO OCTOBER 1st

19. The current anniversary date for this agreement is June 1st of every year. Article 6 of the agreement calls for the Annual Fee to be adjusted every year on June 1st by the Consumer Price Index for Miami-Ft. Lauderdale Area calculated for the month of April.

20. Since the CPI is adjusted in the middle of the fiscal year, each year the CGA Parks Maintenance Purchase Order has to be adjusted for the mid-year CPI adjustment. In addition, each year the projected budget has to be calculated with estimates for two parts of the contract year.

21. The agreement also calls for a \$100,000 contingency amount and a \$60,000 landscape allowance. The contingency and allowance amounts are expensed and tracked on a per contract year basis. In some instances the department may spend more in a fiscal year than funds available because of dealing with two different contract years within a single fiscal year. Expenses in a fiscal year may vary depending on the need before and after the current anniversary date of June 1st. For example: From October 1 through May 30th the department may spend \$50,000 in contingency for contract year 1 and from June 1 through September 30 spend \$60,000 in contract year 2. The total for the fiscal year is \$110,000 however the fiscal year budget only includes \$100,000, Aligning the contract anniversary date with the fiscal year will provide a fiscal alignment between the City's budget year and contract year.

22. The contract is currently in the third contract year. Adjusting the anniversary date to October 1 would mean that the contract will receive a CPI adjustment on October 1, 2019 instead of June 1, 2019, thus leaving 4 months (June, July, August, September) where CGA would not receive an adjustment to their Annual Fee.

23. An adjustment to the annual fee was calculated for the four months that are unaccounted for as follows:

- Average of previous CPI Adjustments to the Agreement (Year 1 - 2.8% and Year 2 - 3.51%)
= 3.16%

- Divided by 12 months = 0.26%
- Multiplied by 4 months where CPI would not be applied = 1.05%
- Multiplied by the current Annual Fee of \$5,787,054 = \$60,861

24. The total cost to extend the agreement by 4 months to align the contract with the City's Fiscal Year start date is \$60,860.66. If approved CGA would not receive another adjustment until October 1, 2019.

SUMMARY OF INCREASE TO ANNUAL FEE

25. Below is a summary of the total request for the increase to the Annual Fee:

- New Parks \$32,660
- Special Events \$51,688
- Adjust Irrigation Scope of Work \$51,700
- Additional Mulch \$28,600
- CPI Adjustment to align anniversary date with City Fiscal Year \$60,861
- Total \$225,509

CONTINGENCY AND LANDSCAPE ALLOWANCE

26. In addition to the Annual Fee, the current agreement includes a \$100,000 Contingency and a \$60,000 Landscape Allowance.

27. The Contingency amount covers the unexpected needs that come up during the contract year. Currently this account has been used to pay for the irrigation repairs that are the responsibility of the City, service to both Josias Dog Park and Memorial Park, and other items that may come up during the year that are not covered by the scope of work.

28. The Landscape Allowance is set aside for any landscape projects that come up during the year that are not part of the scope of work. An example is the landscape renovation that was completed at Price Park last year.

29. Both the Contingency and the Landscape Allowance require the Recreation and Cultural Arts Director's approval prior to CGA performing any work or billing against these line items. Both of these line items provide the Department with flexibility to get work completed and keep the parks operational without having to constantly amend the agreement for minor needs and changes.

30. The First Amendment includes adding a few more allowance line items to allow for additional flexibility and efficiency in operating the department.

ADDITIONAL ALLOWANCES INCLUDED IN THE FIRST AMENDMENT

31. The First Amendment includes the addition of three allowance amounts. These allowances will provide additional flexibility to the Recreation and Cultural Arts Department's administration

of the parks maintenance agreement. For each allowance, the City is under no obligation to contract with CGA to provide the services. At anytime the City can choose to procure these services to an outside contractor if the price or performance terms being provided by CGA is not satisfactory. Below is a detailed explanation of each allowance being proposed:

TREE TRIMMING ALLOWANCE

32. The First Amendment includes a proposed Tree Trimming Allowance of \$95,000. The current agreement scope of work calls for CGA to maintain all tree limbs to a height of ten feet above the ground. The scope of work does not include thinning or trimming of large trees and does not include the maintenance of palm trees.

33. The estimate for tree trimming is based on previous work procured. Most recently on August 1, 2018 the City Commission approved an agreement with DynaServ for \$31,993.95 to provide palm tree trimming services throughout the parks.

TURF RENOVATION ALLOWANCE

34. The First Amendment includes a proposed Turf Renovation Allowance of \$300,000. The current agreement scope of work calls for all major turf renovations to be subcontracted out by the City separate from the Parks Maintenance Agreement.

35. The estimate for turf renovation is based on previous work procured. This past year the City Commission approved on April 18, 2018 an agreement with Greensource for \$130,000 to provide soccer and football field renovations and an agreement with Sports Turf One for \$154,401 to provide baseball and softball renovations.

IRRIGATION REPAIR AND REPLACEMENT ALLOWANCE

36. The First Amendment includes a proposed Irrigation Repair and Replacement Allowance of \$40,000. As described above, the Amendment includes changes to Section 4.1.31 of the current agreement to include an increase in the fee requiring CGA to be responsible for the majority of the maintenance, repairs and replacement of the irrigation system. The items such as irrigation pumps that the city is required to reimburse the contractor for repairs and replacement would come from this allowance.

SUMMARY

37. The Recreation and Cultural Arts Department has been satisfied with the performance of the parks maintenance agreement to date. The Director is recommending the approval of the First Amendment to the agreement.

38. The Director conducted an analysis on the the financial feasibility of continuing the outsourced parks maintenance agreement with CGA or bringing the service back in-house. The analysis indicated that the first year would cost the City an additional \$3,774,420 because of the large capital investment required to have the proper equipment to maintain the parks. In

Years 2-5 the additional cost is \$900,921 for year 2, \$966,822 for year 3, \$1,235,746 for year 4, and \$1,313,820 for year 5. Total additional cost over five years would be \$8,191,728.

39. Request Commission approve the First Amendment to the Parks Maintenance Agreement between the City of Pembroke Pines and Calvin Giordano & Associates to incorporate changes in the scope of work since the original effective date of the agreement and to adjust the anniversary date of the agreement to be in-line with the City's fiscal year for an increase of \$225,509 annually bringing the adjusted annual amount to \$6,012,563 plus increasing the allowance amounts by \$435,000 bringing the total allowance amounts to \$495,000 along with the existing contingency amount of \$100,000 for a total annual cost not to exceed \$6,607,563.

FINANCIAL IMPACT DETAIL:

See Exhibit #3 of the agenda backup for full details on cost breakdown and the budget adjustment

a) **Initial Cost:** \$6,607,563 for October 1, 2018 through September 30, 2019 to include the Annual Fee, Contingency and all Allowances.

b) **Amount budgeted for this item in Account No:** \$6,119,012 in account 1-572-7001-34984

c) **Source of funding for difference, if not fully budgeted:**
Budget Adjustment

To:

1-572-7001-34984 \$488,551

From:

1-572-7001-46150 \$435,551

1-572-7001-63000 \$53,000

d) **5 year projection of the operational cost of the project:** Future operational costs are based on a 3% increase in the Annual Fee only. Contingency and Allowances are not increased by the CPI. In addition, the estimated operational cost for Year 4 & Year 5 would require a renewal to the current agreement.

	FY2018-19	Year 2 FY 19-20	Year 3 FY 20-21	Year 4 FY 21-22	Year 5 FY 22-23
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$6,607,563	\$6,787,940	\$6,973,729	\$7,165,090	\$7,362,193
Net Cost	\$6,607,563	\$6,787,940	\$6,973,729	\$7,165,090	\$7,362,193

e) **Detail of additional staff requirements:** None

**AGREEMENT FOR
OPERATION, MAINTENANCE, MANAGEMENT OF CITY PARK FACILITIES**

THIS IS AN AGREEMENT, dated the 12th day of May, 2016, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

CALVIN, GIORDANO & ASSOCIATES, INC., a company authorized to do business in the State of Florida, with a business address of 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

1.1 In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.2 On April 24, 2013, the CITY advertised its Request for Qualifications #PSPW-13-11 of the CITY's desire to hire a firm to provide Operation, Maintenance, and Management Services for the City's Park facilities as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFQ# PSPW-13-11
OPERATION, MAINTENANCE AND MANAGEMENT OF CITY PARK FACILITIES

1.3 On June 4, 2013, the bids were opened at the offices of the City Clerk.

1.4 On April 6, 2016, the CITY awarded the bid to CONTRACTOR and entered into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.5 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

1.6 The Agreement consists of this Agreement, RFQ# PSPW-13-11, "Operation, Maintenance

and Management of City Parks”, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the CONTRACTOR’s bid/proposal included herein, all modifications issued after execution of this Agreement, and all exhibits attached hereto. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Qualifications Document RFQ# PSPW-13-11, “Operation, Maintenance and Management of City Parks” as issued by the City, and the CONTRACTOR’s Proposal, dated June 4, 2013, Request for Qualifications Document RFQ# PSPW-13-11, as issued by the City shall take precedence over the CONTRACTOR’s Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

ARTICLE 2 **DEFINITIONS**

Wherever used in this Agreement the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

2.1 "Agreement" means the written instrument which is evidence of the agreement between CITY and CONTRACTOR covering the services to be performed, including the Agreement and any exhibits that are attached to the Agreement or made a part thereof; and any other documents which are incorporated in or referenced in the Agreement and made a part thereof. Below is a list of Exhibits to this Agreement:

- A. RFQ# PSPW-13-11, “Operation, Maintenance and Management of City Parks”
- B. Calvin Giordano & Associates Response to RFQ# PSPW-13-11
- C. List of City Facilities
- D. FieldTurf Maintenance Guidelines
- E. List of Storage/Facilities and Available Space

2.2 "Annual Fee" means a predetermined, fixed lump sum for CONTRACTOR'S services. The Annual Fee includes all costs associated with this contract.

2.3 "Applicable Law" shall mean (i) all of the permits required for the performance by the parties under this Agreement, (ii) all State or federal constitutional restrictions, (iii) all State laws, rules, regulations or directives, (iv) all CITY ordinances, laws or directives, (v) all federal or State judicial judgment, order or decree, (vi) all federal, State or CITY administrative orders or directives, which are in effect during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced, and (vii) all federal, State or CITY consent decrees, stipulations or settlement agreements, in any manner relating to the operation, management, maintenance, repair, upgrade, enhancement, retirement or expansion of the Facilities.

- 2.4 "Bonds" means the bid, performance, maintenance and payment bonds and other instruments securing CONTRACTOR'S performance, if applicable.
- 2.5 "Capital Expenditures" means capital expenditures that are planned, non-routine and budgeted as separate capital expenditures by CITY.
- 2.6 "CITY" means Pembroke Pines, CITY of Pembroke Pines Commission, CITY Manager or CITY'S representative, as applicable.
- 2.7 "Contract Documents" means the documents listed in Section 2.1 of this Agreement.
- 2.8 "Contract Price" means the compensation outlined in Article 6 of this agreement.
- 2.9 "Cost" means all direct costs and indirect costs determined on an accrual basis in accordance with generally accepted accounting principles.
- 2.10 "Day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- 2.11 "Facilities" mean all facilities listed in Exhibit C for the City of Pembroke Pines, including, but not limited to, all equipment, structures, instrumentation, vehicles, parts, processes, buildings, fixtures, electrical panels, conduit, tanks, treatment facilities, disposal facilities, computers, communications systems, and generators.
- 2.12 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by CONTRACTOR or otherwise required under standard industry practices to maintain the facilities in good to excellent condition, ordinary wear and tear excepted, and to maximize the service life of the Facilities.
- 2.13 "Contractor" means the person, firm or corporation with whom CITY has entered into the Agreement for the performance of the Services as defined by the Agreement.
- 2.14 "Project" means all the work performed pursuant to the Agreement at the Facilities.
- 2.15 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment or facilities or some component thereof.
- 2.16 "Reports" means all annual reports including monthly operating reports, annual reports and any other reports as required by the Permit or manufacturers.
- 2.17 "Rescheduled Events" shall mean all scheduled events that have been rescheduled and the time, date, and location provided to the CONTRACTOR at least twenty-four (24) hours prior to the date of the Rescheduled Event.

2.18 "Scheduled Events" shall mean all events scheduled and the time, date, and location provided to the CONTRACTOR at least five (5) days prior to the date of the Scheduled Event.

2.19 "Services" means the Scope of Services outlined in Article 4 of the Agreement.

2.20 "Service Area" shall include all city operated areas within the municipal borders of the City of Pembroke Pines.

2.21 "Subcontractor" means an individual, firm or corporation who enters into a Contract with CONTRACTOR for the performance of any part of CONTRACTOR'S Services. The term "Subcontractor" does not include a separate CONTRACTOR or Subcontractors of a separate CONTRACTOR.

2.22 "Unforeseen Circumstance(s)" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to; (i) an act of God, lightning, tornado, fire, explosion, flood, acts of terrorism; (ii) preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; (iii) any change in any Applicable Laws as defined herein; (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of CONTRACTOR; (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation, maintenance, management and repair of the Project; and (vi) failure of Facility's design or technology; excluding:

2.22.1 General economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;

2.22.2 Changes in the financial condition of the CITY, the CONTRACTOR, or any of their affiliates or Subcontractors;

2.22.3 Any impact of prevailing wage laws on the CONTRACTOR'S costs, provided however that such requirements or demands may constitute a change of law entitling the CONTRACTOR to additional compensation;

2.22.4 The consequence of CONTRACTOR error, including any errors of CONTRACTOR affiliates or Subcontractors; and/or

2.22.5 Litigation against the CITY and/or CONTRACTOR.

ARTICLE 3

CITY'S REPRESENTATIVE

3.1 It is understood that the CITY shall designate, in writing, at the time of execution of the Agreement, a representative that shall be the sole and exclusive contact for the

CONTRACTOR and act on its behalf with respect to the Services provided under this Agreement.

3.2 The representative shall be authorized to transmit instructions, receive information, and make decisions with respect to the performance of the Services.

ARTICLE 4

SCOPE OF SERVICES & CONTRACTOR RESPONSIBILITIES

4.1 The scope of this project includes operation, management, maintenance and repair of all City parks listed in **Exhibit "C"** to this agreement. The scope of services specified in this contract shall include but not be limited to furnishing all labor, supervision, heavy equipment (bucket trucks, lifts, etc.), other equipment, supplies, tools, materials, services and all other necessary incidentals required to perform complete maintenance of all the areas as detailed in this section of the agreement in a manner that will maintain healthy turf, shrubs, and plants and present a clean, neat and professional appearance.

4.1.1 The CONTRACTOR shall provide supervised staff for all aspects of Parks management, operation and maintenance, and for all costs including hiring, training, and administering all personnel-related issues to complete the maintenance requirements at all City Parks, as provided for in **Exhibit "C,"** which is attached hereto. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees or the public; comfort and operational capability of any public meeting space.

4.1.2 CONTRACTOR shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical, and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance according to the State of Florida and are capable and demonstrate experience necessary to operate and maintain the Parks. CONTRACTOR shall specifically provide a sufficient number of supervised staff to complete the maintenance duties seven (7) days per week.

CONTRACTOR shall be required to sufficiently cover all other parks with sufficient staffing seven (7) days per week. CONTRACTOR is required to include coverage and field preparation as needed for all Scheduled Events at the parks and provide additional coverage for all Rescheduled Events.

4.1.3 Special Events - CONTRACTOR shall provide no less than five thousand one hundred (5,100) hours of personnel time, as required for special events. Work shall include but not be limited to setting up and breakdown of miscellaneous items needed for special program, site preparation and cleanup, transportation and set up of metal stage and portable stage-mobile, and parking attendants. For each event, the CITY's Representative and the CONTRACTOR's Supervisor will agree on the number of hours required prior to the commencement of the special event. Personnel hours in excess of 5,100 that are requested and authorized by the CITY's representative shall be compensated as part of the Owner's

Contingency as provided in Section 6.2 of this Agreement. The cost for the additional work shall be presented and approved by the CITY's Representative prior to the special event.

4.1.4 Supervision and Responsibility of CONTRACTOR - The CONTRACTOR shall be fully responsible for providing customer service, quality control and all other services necessary to perform the work. The CONTRACTOR shall at all times enforce strict discipline and good order among CONTRACTOR's employees and independent contractors, and shall not employ on the work site an unfit person or anyone not skilled in the work assigned to him or her. Subcontractors, employees or independent contractors of the CONTRACTOR whose work is unsatisfactory to the CITY or who are considered by the CITY's representative as careless, incompetent, unskilled or disorderly or who use threatening or abusive language to any person shall be dismissed from work upon written notice from the CITY to the CONTRACTOR, and shall not be permitted to provide services pursuant to this Agreement. No individual employed by CONTRACTOR shall use any liquor, alcoholic beverages or drugs while performing any services pursuant to this Agreement. The CONTRACTOR acknowledges that it currently, and shall continue to operate a drug free workplace.

4.1.4.1 Supervisor - The CONTRACTOR shall identify a Supervisor for this Agreement, and the Supervisor shall be available by cellular telephone at all times. The Supervisor shall be able to manage all facets of Park Grounds Maintenance for the CONTRACTOR. The Supervisor must be fluent in English, have excellent communication skills and be capable of directing all regular maintenance and additional services and coordinating the services provided pursuant to this Agreement with the designated CITY representative. The Supervisor shall constantly use his or her experience and training to prevent, detect and control adverse conditions by physically inspecting all City property which is subject of this Agreement. The Supervisor shall be the single point of contact and shall assist all optimist and other team sports in coordinating all events at the parks.

4.1.4.2 Employee/Independent Contractor's Performance - The CONTRACTOR shall employ (or contract with) personnel competent to perform the work specified herein. Personnel shall be required to pass level 2 background screening and CONTRACTOR shall provide applicable employees with any required identification badges, at no cost to the CITY. The CITY reserves the right to request the removal of a CONTRACTOR's employee/independent contractor from performing maintenance on the CITY's grounds where such employee's/independent contractor's performance or actions are obviously detrimental to the City's interest.

4.1.5 CONTRACTOR shall provide ongoing training and education for appropriate personnel in all necessary areas of modern process control, operations, energy management, maintenance, repair, safety, supervisory skills and emergency operations.

4.1.6 CONTRACTOR shall develop and implement an organized in-house safety program that will include regularly scheduled safety training sessions for all personnel;

standard operating procedures for chemical handling, and emergency response; and the care and use of the proper safety equipment to perform these procedures.

4.1.7 CONTRACTOR shall assume full responsibility for the continuous operation of the Parks and shall operate, manage, maintain, repair and monitor the Parks in accordance with the requirements established by relevant federal, state, county, and municipal laws, ordinances, regulations, and general practices of the CITY.

4.1.8 CONTRACTOR shall provide all personnel and associated wages, salaries, benefits; all services; all tools, supplies, spare parts, vehicles and materials, including fuel, and other consumables; necessary to operate the Parks in accordance with all Applicable Laws. The Parks shall be operated in a manner to ensure that the Parks satisfy all Applicable Laws.

4.1.9 CONTRACTOR shall meet with representatives of the CITY as needed and as requested by the CITY or, at minimum at least monthly, to review operations, reports and costs. CONTRACTOR shall maintain a professional, responsible and responsive working relationship with representatives of the CITY, regulatory authorities, suppliers of materials, utilities and services, and the public. CONTRACTOR at all times shall be responsible to coordinate all work with the CITY's Recreation and Cultural Arts Division and existing optimist club representatives so as not to cause any disruptions of any scheduled events.

4.1.10 While performing services pursuant to this Agreement, all personnel shall wear color coordinated uniforms with the logo of the CONTRACTOR. All uniforms shall be maintained by the CONTRACTOR so that all personnel are neat, clean, and professional in appearance at all times. Non-uniform clothing will not be permitted, including for new employees. Safety vests must be worn at all times. All personnel shall wear a CITY identification tag. Identification tag shall be furnished by the CITY.

4.1.11 While performing services pursuant to this Agreement, CONTRACTOR shall keep all vehicles and equipment in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1 to 1 ½ " letters.

4.1.12 While performing services pursuant to this Agreement, all personnel shall be equipped with communication equipment, including but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the CITY's Representative or designee at the time of execution of the Agreement and such list shall be updated and provided to the CITY's Representative or designee on a regular basis.

4.1.13 CONTRACTOR shall maintain inventory of all consumable materials and spare parts required for operation of the Parks.

4.1.14 Litter Control -The CONTRACTOR shall retrieve and dispose of all litter and

debris on a daily basis. This shall include constant monitoring of the grounds of the CITY facilities during the hours of operation and disposing of all litter and debris as needed. Should the CONTRACTOR have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes upon land covered by the provisions of this CONTRACT, the CONTRACTOR shall not remove same from the premises, but shall have a duty to immediately notify the CITY in writing.

4.1.15 Facility Maintenance -The CONTRACTOR shall clean all buildings (includes offices, common areas, rental halls, kitchens, pool areas, etc.), all restroom facilities (internal and external facilities), all picnic shelters, dumpster enclosures, charcoal grills and trash receptacles on a daily basis. This shall include constant monitoring of the restroom facilities and picnic shelters during the hours of operation and additional cleaning of these areas as needed. Cleaning of these areas shall include mopping the floors with a disinfectant and removing excess water so as not to puddle. All restroom fixtures, walls and partitions shall be cleaned with a disinfectant. CONTRACTOR shall provide all cleaning supplies, trash bags, liquid soap and paper products (toilet paper, paper towels, etc.) as needed. Only non-corrosive cleaning products shall be used for restroom fixtures. All dispensers shall be refilled as needed. Trash receptacles shall be emptied as needed, not less than once a day, and cleaned with bleach when necessary to prevent odors. Trash receptacle lids shall also be kept in a clean and sanitary condition. Contractor shall also provide pest control for the building facilities. Any graffiti shall be eradicated immediately using matching paint or graffiti remover.

4.1.16 Baseball/Softball Fields (soil surfaces) - The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate/batter's box, pitcher's mounds, base paths and warning tracks. The program will be designed to provide consistent playing conditions and the safety of the athletes is the top priority. Both skinned and turf areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, bowled out areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered daily until the desired texture is achieved. Maintain at the proper level of calcede or conditioner on the skinned areas at all times. The CONTRACTOR shall install home plates, pitcher's rubbers, bases and anchors that the CITY shall provide. On game days, the CONTRACTOR shall line the fields and install bases as needed, including between games. Skinned areas shall be lined with marble dust, and turf areas shall be lined with certified field marking paint. CONTRACTOR shall provide clay for infields, warning tracks, and pitcher's mounds as needed. The CONTRACTOR shall verify the specifications for these materials with the CITY prior to ordering. All turf areas shall be additionally maintained as outlined below.

4.1.17 Soccer/Football Fields & Baseball/Softball Fields (turf surfaces) - All areas shall be inspected on a daily basis and any large stones, ruts, holes, or bowled out areas shall be removed and/or repaired by topdressing. The CONTRACTOR shall layout and paint all lines as needed for the sports utilizing these fields. The usage of these fields changes several times throughout the year, and the CONTRACTOR shall be responsible for all field layout

and painting. Certified marking paint shall be used for all lines on turf areas, and more than one color paint may be required. The CONTRACTOR shall place sand bags on soccer goals at all times to prevent tipping. Two sand bags shall be utilized on 6 x 12 and 6 x 18 goals, three sandbags on 7 x 21 goals, and four sand bags on 8 x 24 goals. The CITY shall provide the CONTRACTOR with sand bags and the CONTRACTOR shall provide the sand and fill the bags.

4.1.18 Batting Cages - On a daily basis, fill in low spots or bowled out areas, rake smooth and pick up all debris in cages with clay surfaces. Sweep or use a blower to remove all loose debris in cages with artificial surfaces to include concrete. Repair and maintain the netting for all batting cages.

4.1.19 Playgrounds / Tot Lots - All play equipment and safety surfacing shall be inspected on a daily basis. The safety surfacing will be cleaned on a daily basis and kept free of loose debris, grass, weeds, etc. at all times. Any safety problems shall be reported to the CITY's representative immediately.

4.1.20 Basketball Courts, Hockey Rinks & Skate Park - All basketball courts, hockey rinks and the skate park (if applicable) shall be inspected each morning for trash. Sweep or use a blower to remove any loose debris each day as needed.

4.1.21 Volleyball Courts - Sand volleyball courts (if applicable) shall be dragged each Monday and Friday and hand raking of displaced sand shall be done daily. CONTRACTOR shall provide sand and add sand to the courts as directed by a CITY representative.

4.1.22 Turf Mowing - A monthly mowing schedule shall be provided to CITY's representative prior to service. This section shall apply to all athletic fields, common areas, areas along canals, other bodies of water, parking lots and any other area as part of the Park Facilities that requires mowing. Mowing wet grass shall be avoided when possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is performed. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, or drains. In the event that this occurs, the materials shall be removed immediately.

St. Augustine Grass - Mow only with a rotary mower at the following frequencies for a total of 36 cuts per year: 2x monthly in November, December, January and February; 3x monthly in March, April, May and October; 4x monthly in June, July, August and September. The cutting height shall be a minimum 3" to a maximum 4" above soil level.

Bermuda grass (athletic fields) - Mow only with a reel type mower (or a rotary mower with a non-scalping floating deck with rollers) a minimum of 104 times per year. The cutting height shall be 3/4 -1" for Baseball infields, 1"-1 1/2" for Baseball/Softball outfields, and 1.5-2" for Football/Soccer Fields.

Prior to the commencement of the maintenance program, the CONTRACTOR shall have forty-five (45) days from the start of contract to inspect the turf, sod and landscaping conditions and report existing major damage to the CITY. The CITY shall repair any major damage existing prior to the start of the contract to ensure a functioning system upon commencement of the contract. The CONTRACTOR shall be responsible for the integrity of the turf, sod, and landscaping after this initial inspection report and subsequent repairs.

4.1.23 Edging/Cleanup - CONTRACTOR shall trim and properly edge all shrub and flowerbeds as well as tree rings, curbs, walks, lighting and all other obstacles in the landscape and remove clippings. Paved areas (hard edges) shall be edged every mowing with respect to the turf type adjacent to the edging. Edging of beds and tree rings (soft edging) shall be executed every mowing with respect to the turf type adjacent to the edging. Warning tracks and infield lips shall be edged a minimum of once per week. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the CONTRACTOR's expense. All walks and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscape lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edging is done. All mowing schedules shall be subject to approval by the CITY's representative. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that requires edging and cleanup.

4.1.24 Shrubs, Trees and Palm Maintenance - All ficus hedges, green buttonwood and arboricola hedges shall be pruned quarterly; all other shrubs and ground cover material shall be pruned monthly to insure the best shape, health and character of the individual plant- (up to a height of ten (10) feet). The entire top of ficus hedges must be trimmed and this may require the use of a scissor lift or bucket truck. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other plantings, walkways, lighting, etc. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that contains shrubs, trees, and palm maintenance.

Cuts should be made with sharp and proper tools. When cutting parts of branches, leave a living bud at the end of the stub. Make cuts sufficiently close to parent stem so that the healing can readily start under normal conditions. On trees known to be diseased, disinfect tools after each cut and between trees. Prune only at the time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant. Removal of dead limbs, branches and fronds from all trees shall be ongoing (up to a height of 10 feet). No pruning should be performed to live wood that would affect the fullness or intended character of the planting. Remove all sucker growth from the base of trees on an as needed basis. Remove any limbs, which pose a threat to public safety

(up to a height of 10 feet). There must be at least one employee on site during all tree trimming who possesses a Class B Tree Trimmer's license or better as required by Broward County.

4.1.25 Fertilization - A schedule of fertilization dates and fertilizer analysis shall be subject to approval by CITY's representative prior to application. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that requires fertilization. The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. CONTRACTOR shall have the soil tested a minimum of three (3) times yearly to determine required additives, and more often if necessary to diagnose problem areas. Any plants damaged by over-fertilization shall be replaced at the CONTRACTOR's expense.

St. Augustine Grass - St. Augustine turf shall be fertilized four (4) times per year at a rate of 1 lb. of Nitrogen per 1,000 square feet. The N, P, K ratios shall vary with the time of year of the application and the results of soil analysis. Fertilizer analysis shall not exceed 2% phosphorous. Fertilizer shall be applied in the months of January, April, July and October. The April and July application shall include a weed control product. The April application shall include a broad spectrum insecticide.

Bermuda grass - Bermuda turf shall be fertilized with a complete NPK profile and at least a rate of 1 lb. of Nitrogen per 1,000 square feet per quarter for Baseball/Softball outfields/sidelines and once per month for Baseball/Softball infields and Soccer/Football fields. Fertilizer shall be a granular product with 75% slow release poly coated urea. An additional 6 lbs. of Nitrogen per 1,000 square feet per year shall be applied as a quick release granular product or as a liquid application including micro-nutrients. The CONTRACTOR shall apply additional fertilizer to treat stressed, worn or high traffic areas once a month or as needed.

CONTRACTOR shall apply 3 complete applications of Ronstar pre-emergent on the Bermuda turf during the months of February, May and August each year.

Shrubs & Ground Cover - The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2 unless soil conditions or plant species dictate differently. At least 50% of the slow release nitrogen must be from a non-water soluble organic source. All shrubs and ground covers shall be fertilized by broadcasting by hand over the beds four (4) times per year. Fertilizer should be applied in the spring, summer, fall and winter at 1.5 to 3 lbs. Nitrogen per 1,000 square feet. The CONTRACTOR shall establish a program that will fertilize all shrubs and ground cover, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken.

Trees & Palms (excluding large ficus trees) - The fertilizer for all the planted hardwood trees shall meet proper horticultural standards with an N, P, K ratio of 4: 1:4 unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a slow release non-water soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the CITY's representative. Hardwood trees shall be fertilized twice (2) yearly, spring and fall, in the following amounts: one (1) pound of fertilizer per inch of tree diameter, but no more than eight (8) pounds of fertilizer per tree. Palms shall be fertilized four (4) times yearly with an N, P, K ratio of 8-212 +(4)Mg plus micronutrients. No substitutions allowed and 100% of the N, K and Mg must be controlled release.

The CONTRACTOR shall establish a program that will fertilize all trees and palms, describing the type of fertilizer required for each type of tree and the time of year this work will be undertaken. The fertilization schedule shall be provided to the CITY's representative not less than one (1) month prior to application. Any trees damaged by over-fertilization or by the use of the wrong type of fertilizer shall be replaced at the CONTRACTOR's expense. Changes in fertilization rates, methods and composition shall be subject to approval by the CITY's representative in writing.

4.1.26 Pest and Disease Management - The CONTRACTOR shall control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, fire ants and other pests including white fly (except on trees) by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY's representative. The CONTRACTOR shall be fully licensed to spray pesticides, and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases. CONTRACTOR must possess a restricted use pesticide applicators license with Turf and ornamental classification. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that requires pest and disease management.

4.1.27 Application of Herbicides - All turf, planting beds and tree rings shall be maintained in a weed free condition. The CONTRACTOR may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the CITY's representative as to type, location and method of application. The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the CONTRACTOR's expense. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that requires the application of herbicides.

4.1.28 Aeration, Verticutting and Topdressing - This section shall apply to all athletic

fields, common areas, parking lots and any other area as part of the Park Facilities that require aeration, verticutting and topdressing. Aeration, verticutting and topdressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda Grass shall be performed as follows:

- Core aeration a minimum of two (2) times per year except during winter.
- Verticut twice per year during growing season only with prior written approval from City Representative
- Spiking (slicing) four times per year
- Topdressing two (2) times per year
- Infield, hardpan areas and heavily worn areas are to be "Deep Tine Aerated" two (2) times per year at a depth of 8" to 10"

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The CONTRACTOR shall submit a schedule for these services to the CITY's representative for approval. The CONTRACTOR shall also be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis.

4.1.29 Artificial Turf – The CONTRACTOR shall be responsible for maintaining all Synthetic/Artificial Turf with the proper materials and equipment and at the minimum maintenance levels as detailed in **Exhibit D "FieldTurf Maintenance Guidelines."** The following locations currently have Artificial Turf:

1. Pembroke Pines Charter – Academic Village
2. Pembroke Pines Charter – East Campus
3. Pembroke Pines Charter – Central Campus
4. Pembroke Pines Charter – West Campus

4.1.30 Turf Renovations - Turf renovations may be required if conditions warrant such a procedure. Conditions which warrant renovation include areas thinned out or damaged turf resulting from natural burnout, traffic, or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly. All major turf renovations will be subcontracted by the CITY separate from this agreement. The CONTRACTOR shall be responsible for proper watering, fertilization and pest management after the renovation.

4.1.31 Irrigation - The CONTRACTOR shall be responsible for the operation and maintenance of automatic irrigation system, and for setting and adjusting the time clocks to insure proper watering of all plant material and turf in the landscape. Irrigation schedules must comply with CITY, Broward County and South Florida Water Management District watering restrictions. There shall be no watering on any day between the hours of 10:00 am and 4:00 pm unless an irrigation technician is at the site being irrigated or as needed. This section shall apply to all athletic fields, common areas, parking lots and any other area within the Park Facilities that requires irrigation operation and maintenance.

The CONTRACTOR shall be responsible for the labor, parts, materials, and supervision to make all irrigation repairs to the lateral lines, valves, risers and sprinkler heads and minor repairs to the main lines as required to keep the system operating. The CONTRACTOR shall also be responsible for repairing all electrical wires from zone valves back to the clock and for replacing damaged or broken valve boxes and the CITY shall reimburse the cost of parts for said repairs. SubCONTRACTOR markups shall not exceed 10%. Major repairs to main lines, electrical valves, pumps and intake piping shall be reimbursed by the CITY for both labor and materials. CONTRACTOR shall be responsible for the supervision and facilitation of all major repairs. Reimbursable repair work shall require authorization by the CITY's representative prior to commencement. All materials and equipment must match existing CITY equipment to keep systems uniform, alternates must be pre-approved by the CITY.

Prior to the commencement of the maintenance program, the CONTRACTOR shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the CITY. The CITY shall repair any damage existing prior to the start of the contract to ensure a functioning system upon commencement of the contract. The CONTRACTOR shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

Time clocks shall be checked at least once a week. The CONTRACTOR shall, at least once per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the CONTRACTOR's operation shall be replaced with the same equipment and by the same manufacturer unless otherwise approved by the CITY's representative.

The irrigation shall be capable of providing 1/4" of water per night to all established turf and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The CONTRACTOR shall be required to make all repairs within a minimum 24 hour time period or sooner as directed by the CITY's representative. Any form of damage to the irrigation system must be reported to the CITY's representative immediately upon discovery.

Irrigate as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the CONTRACTOR.

The CONTRACTOR shall provide a written irrigation schedule to the CITY's representative. The CONTRACTOR shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be the responsibility of the CONTRACTOR.

4.1.32. Mulch – CONTRACTOR shall be responsible to provide labor and material to apply one hundred (100) pallets of mulch each year as needed throughout the Parks. This section shall apply to all athletic fields, common areas, parking lots and any other area as part of the Park Facilities that requires mulch.

4.1.33 Graffiti - CONTRACTOR shall be responsible for removing all graffiti on signs, utility cabinets, walkways and roadways, within the borders of any park facility covered under the scope of this contract on a daily basis.

4.1.34 Maintenance of Traffic - CONTRACTOR shall be responsible for proper maintenance of traffic (M.O.T.) at all times. Cones and proper signage must be used to stage vehicles and equipment and to protect works on or near roadways.

4.1.35 Equipment Safety - CONTRACTOR shall keep all equipment in an efficient and safe operating condition while performing work under the contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the CITY may direct the CONTRACTOR to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the CITY. The CONTRACTOR shall be responsible and liable for injury to persons and property caused by the operation of the equipment.

4.1.36 Schedule of Work - At the beginning of each month, the CONTRACTOR shall furnish to the CITY, for its approval, a schedule of work to be completed during the upcoming month. The CITY reserves the right to direct the CONTRACTOR to rearrange the schedule in order to meet the needs of the CITY, and to avoid any conflicts with CITY scheduled events.

4.1.37 Storage - The CONTRACTOR shall be responsible for the safe storage of all materials and equipment at CONTRACTOR's sole expense.

4.1.38 Chemicals - The CONTRACTOR shall be prohibited from the use of chemicals on any site without the written consent of the CITY. In order to obtain consideration for chemical use consent, the CONTRACTOR shall furnish to the CITY the name of the chemical, manufacturer's label and Manufacturer's Safety Data Sheet (MSDS) inclusive of all Environmental Protection Association (EPA) numbers.

4.1.39 Discovery and Notification - If the CONTRACTOR discovers damages, vandalism or theft, the CONTRACTOR shall immediately notify the CITY of same, and shall file a police report of the occurrence.

4.1.40 Annuals Landscape Allowance - The City has established an Annuals Landscape Allowance of \$60,000. Throughout the year the contractor will coordinate with

the City Representative to install annuals throughout the City Parks not to exceed the allowance amount. The work shall include but is not limited to purchases for materials only. All labor and supervision shall be covered by the services under this agreement. SubCONTRACTOR mark-ups not to exceed 10%.

4.1.41 CONTRACTOR or SUBCONTRACTOR Licensing and Minimum Qualifications - The CONTRACTOR or SUBCONTRACTOR shall provide all necessary documentation to demonstrate compliance with the following minimum qualifications prior to the commencing to perform any services pursuant to this Agreement.

4.1.41.1. Licenses - CONTRACTOR or SUBCONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits for pest control, irrigation, horticultural services, and any other license or permit required to perform the scope of work outlined in this contract.

4.1.41.2 Education and Degree - CONTRACTOR or SUBCONTRACTOR must have at least one full time employee with a degree in turf management, agronomy, horticulture or a related field to manage this project.

4.1.41.3 Pesticide Certification - CONTRACTOR or SUBCONTRACTOR must have a certified pesticide operator through the State of Florida, Department of Health and Rehabilitative Services. This individual will perform any pesticide applications for this project.

4.1.41.4 Tree Trimmer's license - CONTRACTOR or SUBCONTRACTOR must have at least one employee on site during all tree trimming who possesses a Class B Tree Trimmer's license or better as required by Broward County.

4.1.41.5 Florida Green Industries Certification - CONTRACTOR or SUBCONTRACTOR must have at least one full time employee who has completed the Florida Green Industries Best Management Practices workshop dedicated to this project.

4.1.41.6 Know-the-Flow Certification - CONTRACTOR or SUBCONTRACTOR must have at least one full time employee who has completed Broward County's "Know -the -Flow" course, Department of Business and Professional Regulation Course Designation #9624

4.1.42 Inventory – Upon commencement of this agreement, the CITY will have an inventory of leftover consumable supplies related to the performance of this contract. The CONTRACTOR or SUBCONTRACTOR shall be required to purchase any needed inventory supplies from the CITY first prior to purchasing the supplies from a third party until the CITY's inventory has been utilized. Written backup of CITY's purchase cost shall be provided to the CONTRACTOR or SUBCONTRACTOR. The purchase price shall be

the CITY's initial cost of the inventory unless the CONTRACTOR or SUBCONTRACTOR can show current pricing for the same product at a lessor rate.

4.2 Performance Standards

4.2.1 Mowing

4.2.1.1 All Turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the CITY

4.2.1.2 There shall never be visible rows or clumps of Turf clippings allowed to remain on Turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility or the clippings must be removed from the site. No Turf clippings or trimming shall be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas shall be swept or vacuumed free of any resulting dirt and debris.

4.2.1.3 Turf shall be free of bare ground, which is defined as any single area of five (5) square feet without vegetation. Bare grass areas shall be restored or re-sodded and soil conditions improved at no cost to the CITY. All stones and rubbish that appear on the surfaces shall be removed. The areas shall be sodded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction, shall be restored and resodded as approved by the CITY's Representative to match the existing Turf. The type of grass to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods. The CONTRACTOR shall perform soil testing and sampling at the CITY's Representative's request, which shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the responsibility of the Contractor. Nothing in this section shall apply to major turf renovations as included in Section 4.1.31.

4.2.2 Edging

4.2.2.1 Sidewalks, parking lots, driveways, curbs, and other concrete or asphalt edges located in the parks shall be edged concurrently (same day) with each mowing cycle. Edging height shall match surrounding area Turf heights and shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, parking lots, street edges, curbs, and other paved areas shall be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:

4.2.2.1.1 Edging shall be performed at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights.

4.2.2.1.2 No vegetation or debris may encroach onto the curb or sidewalk for more than **3"** for more than **10 continuous feet**.

4.2.2.1.3 No deviation of soil height of more than **4" above** or **2" below** the top of curb or sidewalk, may exist for more than **10 continuous feet**.

4.2.2.1.4 No vegetation may encroach more than **3" over** the curb or sidewalk for more than **10 continuous feet**.

4.2.2.1.5 No grass, vegetation, or debris may encroach within **3" onto** a bike path for more than **10 continuous feet**.

4.2.2.1.6 No grass, vegetation, or debris may encroach within **3" onto** a playground area for more than **10 continuous feet**.

4.2.2.2 Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals shall be subject to the approval of the CITY's Representative in accordance with the requirements of the Contract Documents.

4.2.2.3 The CONTRACTOR is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care shall be exercised to prevent damage to concrete during the edging process.

4.2.3 Trimming

4.2.3.1 Turf shall be trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leaving dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Trimming shall be performed concurrently (same day) as Turf mowing. Trimming height shall match surrounding area Turf heights. All areas shall be trimmed concurrent with mowing. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming shall be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement shall occur within fifteen (15) days of noticed damage. Repair or replacement required as result of the Contractors Work shall be completed by Contractor at no cost to the CITY. Trimming shall be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. All cuttings shall be removed after trimming.

4.2.4 Landscaping

4.2.4.1 All Landscaping shall be maintained in a healthy, neat, and attractive condition and shall be maintained in accordance with the American Society of Landscape Architect's standards.

4.2.4.2 Contractor shall fertilize, water (as necessary), trim, eliminate weeds, add or replace mulch around all landscaping and flower beds as within in the properties, and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers shall be replaced at no cost to the CITY unless the condition of the landscaping is due to an outside third party, force majeure, or directed by the CITY's Representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

4.2.4.3 Shrubs shall be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape.

4.2.4.4 The Contractor shall maintain existing flowerbeds. Regular maintenance includes weeding, fertilization, and watering as necessary during dry periods. Grass and weeds shall not be permitted to grow above the flower beds; and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas.

4.2.4.5 Contractor shall maintain at least two inches (2") of mulch around all landscaping and flower beds, which shall extend two feet (2') from the base of the landscaping. Contractor shall replace the mulch once per year.

4.2.5 Weed Control

4.2.5.1 The Contractor shall perform weed control to prevent the encroachment of weeds into established Turf and Landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, concrete areas, etc.

4.2.5.1.1 Landscaping, including all Flower beds, shall receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass.

4.2.5.1.2 All ditch lines shall be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The CONTRACTOR shall trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.

4.2.5.1.3 Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences.

4.2.5.1.4 If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas, playgrounds or flower beds, creating an unsightly appearance.

4.2.5.1.5 All vines growing along or on fences shall be removed unless the CITY's Representative directs in writing that they are to remain in a specific area.

4.2.5.1.6 Turf shall be free of undesired vegetation as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:

4.2.6 Litter/Debris Removal

4.2.6.1 Litter in the Parks is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the Parks, the motorists, pedestrians, and the equipment operators.

4.2.6.2 The CONTRACTOR shall perform litter and debris removal in all areas where Work is performed. Responsibilities shall include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, fallen trees, dry brush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.). Leaves shall be removed from all sidewalks, pathways, and paved areas.

4.2.6.3 CONTRACTOR shall sweep all driveways, parking areas and sidewalks where Turf cuttings and trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

4.2.6.4 CONTRACTOR shall properly dispose of all litter and debris in accordance with existing local, state, and federal regulations. CITY dumpsters are available to the CONTRACTOR and may be used for disposal of any litter, debris or Turf trimmings.

4.2.6.5 CONTRACTOR shall notify the CITY Representative of any debris or any other situation(s) that create a Hazardous Condition.

4.2.7 Irrigation

4.2.7.1 All improved and existing areas shall receive sufficient amounts of water, as necessary to present a uniform green color without browning or barren areas resulting from lack of water.

4.2.8 Athletic Field/Turf Maintenance

4.2.8.1 All areas shall be inspected on a daily basis and any large stones, ruts, holes, or “bowled out” areas shall be removed and/or repaired immediately.

4.2.8.2 CONTRACTOR shall layout and paints all lines, lettering, and numbering as needed for all sports programs utilizing CITY fields. Field usage may change several times throughout the year and the CONTRACTOR shall be responsible for all field layout and painting at the direction of the CITY Representative

4.2.8.3 CONTRACTOR must adhere to field schedules provided. All fields must be prepared appropriately and on time in accordance to the field schedules provided by the CITY’s Representative.

4.2.8.4 CONTRACTOR is responsible for purchasing all field marking paint and field layout material.

4.2.8.5 Certified marking paint shall be used for all lines, emblems, lettering, numbering, and logos on turf areas, and more than one color paint may be required.

4.2.9 Artificial Field/Turf Maintenance

4.2.9.1 The CONTRACTOR shall be responsible for maintaining all Synthetic/Artificial Turf with the proper materials and equipment and at the minimum maintenance levels as detailed in **Exhibit D “FieldTurf Maintenance Guidelines.”**

4.2.10 General Labor/Supervision

4.2.10.1 The CONTRACTOR shall be fully responsible for providing customer service and quality control at all parks. The CONTRACTOR shall maintain a presence at each property and provide supervision during park operating hours.

4.2.10.2 In addition, the Work shall include general labor/miscellaneous tasks such as, but not limited to: facility set-up and breakdown for ongoing programs at the Park facilities according to CITY provided diagrams for scheduled activities and special events; the setting up and breakdown of miscellaneous items needed for programs such as but not limited to, soccer goals, corner flags, baseball/softball bases and pitching rubbers, temporary fencing, rope, installation of netting (batting cages, backstop and baseline netting, hit down areas, basketball hoop, soccer goal) according to CITY provided schedules of activities and special events; removal of graffiti within 24 hours upon detection; minor touch-up painting; minor repairs; assistance with moving items within the park property; turning on/off park lights; opening/closing the park facilities.

4.2.11 Repair to Damaged Areas and City Property

4.2.11.1 Areas damaged by contractor vehicles, erosion, drought or pest(s)/disease(s) shall be sprigged, or sodded to meet the standards of surrounding

areas. Other vegetation areas shall be repaired to match the surrounding area, if damaged.

4.3 Records and Reports

All information required as part of this section is subject to Chapter 119, Florida Statutes as listed in Section 18.5

4.3.1 CONTRACTOR shall prepare and process comprehensive monthly reporting to the CITY of the Facilities operating parameters, maintenance plans and activities, improvement activities, equipment and parts inventories, manpower utilization and other relevant information in accordance with all relevant federal, state, county, and municipal laws, ordinances, regulations, and general practices of the CITY.

4.3.2 CONTRACTOR shall prepare and submit to the CITY all Reports and all other information required by, and in accordance with permits and manufacturers' warranties, as well as monitoring for all City Parks.

4.3.3 CONTRACTOR shall prepare a monthly and year to date financial summary of expenditures. This report shall be submitted as part of the appropriate monthly report. This report is not required to include labor costs.

4.3.4 Once each year, at a time to be determined in advance by CITY, CONTRACTOR shall submit Reports that record significant events of the past year, describe the status of the Parks and compare the status of planned activities.

4.3.5 CONTRACTOR shall maintain safety records in connection with its operation of the Parks and performance of Services under this Agreement. The CONTRACTOR must record the relevant details regarding any accidents or injuries occurring at the Facilities. The CONTRACTOR shall prepare a monthly report for the CITY detailing its safety record.

4.3.6 CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to the CITY in a timely manner.

4.4 Permits

4.4.1 CONTRACTOR shall assume responsibility for payment of any penalties, fines, damages or recovery costs and the CITY's expenses, including attorneys' fees, expenses, fees and costs, to defend any claim filed by an individual, company, or any Federal, State, or Local agency(ies) which arises out of, is related to, or results from CONTRACTOR's violations of any federal, state, county, or municipal law, code, regulation, policy, or permit, any faulty operation or any operation not in conformance with applicable law or the permit.

4.4.2 CONTRACTOR shall obtain and maintain all required Permits, licenses and

authorizations.

4.5 Manufacturers' Warranties

4.5.1 CONTRACTOR is responsible for conducting and performing all services necessary to maintain existing warranties and shall assist the CITY in enforcing manufacturers' warranties and guarantees.

4.5.2 CONTRACTOR shall provide the CITY with full documentation that preventive maintenance is being performed on all CITY-owned equipment in accordance with manufacturers' recommendations at intervals and in sufficient detail as may be determined by the CITY.

4.5.3 CONTRACTOR shall be responsible for notifying the CITY of any required modifications in the Parks in accordance with all warranties and applicable laws. CONTRACTOR shall not be responsible for any violations of applicable laws and conditions under the warranties due to failure of the Facilities design and construction unless the violation is a result of the actions of the CONTRACTOR.

4.6 Inspection Processes

4.6.1 CONTRACTOR shall conduct a quarterly comprehensive facility inspection with representatives of the CITY to evaluate and document condition of the Parks, safety issues or other concerns. CONTRACTOR shall inspect Parks and CITY-owned equipment and notify the CITY of specific capital expenditure needs annually.

4.7 Use of City Equipment

4.7.1 The CITY will provide the CONTRACTOR with the use of the following equipment for maintenance of the Artificial Turf at no cost to the CONTRACTOR.

Description of Equipment	Brand	Model	Year
Field Grooming Brush	Field Turf Groomer	FTGR70965	2013
Field Turf Sweeper	Suburbanite	895803	2013

4.7.2 The CONTRACTOR shall be responsible for providing fuel and insurance on all CONTRACTOR utilized/CITY-owned equipment.

4.7.3 The CONTRACTOR shall be responsible for all repairs and maintenance on CITY-owned equipment

4.7.4 Any equipment needed by the CONTRACTOR that is not provided pursuant to this Section shall be provided at the expense of the CONTRACTOR.

4.7.5 CONTRACTOR shall be the sole entity utilizing the equipment listed above.

4.7.6 The CITY will provide this equipment for the first five years of the contract. In the event that the CONTRACTOR utilized/CITY-owned equipment is no longer available or functioning within the first five years, the CITY will replace the equipment listed in section 4.7.1. If the CONTRACTOR utilized/CITY-owned equipment is no longer available or functioning after the first five years, the CONTRACTOR shall be responsible for providing any necessary equipment, at the expense of the CONTRACTOR, to perform the services required pursuant to this Agreement.

4.8 Use of City Vehicles

4.8.1 The CONTRACTOR will not be allowed to use CITY vehicles. Any vehicles needed by the CONTRACTOR to perform the services required pursuant to this Agreement, shall be provided at the expense of the CONTRACTOR.

ARTICLE 5 **TERM**

5.1 The term of this Agreement shall be for five (5) consecutive years, commencing on June 1, 2016 or upon execution by both parties up through, and including, May 31, 2021.

5.2 The Term may be renewed for one (1) additional five year term, subject to mutual consent and the execution of a written amendment to this Agreement.

ARTICLE 6 **COMPENSATION**

The Contract Price under this Agreement shall consist of the following:

6.1 The Annual Fee for Services for the period starting on the effective date set forth in Article 5.1 and ending one year later (First Agreement Year) shall be Five Million Four Hundred Thirty Eight Thousand Five Hundred Fifty and 00/100 Dollars (\$5,438,550.00) The Second Agreement Year shall commence on the first anniversary of the Agreement.

6.2 The CITY has established an owner's contingency amount of One Hundred Thousand and 00/100 Dollars (\$100,000) related to this Agreement. The CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the CITY's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the Agreement shall remain with the CITY. The CONTRACTOR shall only be paid amounts as approved by the City Commission along with any Owner Contingency expenses that were approved by the CITY's authorized representative.

6.3 The Annuals Landscaping Allowance is Sixty Thousand and 00/100 Dollars (\$60,000.00) for the First Agreement Year. For each year thereafter, the Annuals Landscaping Allowance will be annually adjusted by the CITY based upon programming needs. This

amount will not be negotiated and shall be solely determined by the City each year.

6.4 Commencing on the first month of the Second Agreement year and every consecutive year thereafter, for the entire term of the Agreement, the Annual Fee shall be automatically adjusted according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the month of April or four percent (4%), whichever is less but not less than zero.

ARTICLE 7

PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit, on a bi-weekly basis, an invoice in a format approved by the City Manager which shall include all required back-up documentation to support the invoiced amount and a release of lien from the SUBCONTRACTOR, if any. CONTRACTOR shall submit the bi-weekly invoice to the CITY no later than fourteen (14) days after the conclusion of the bi-weekly period for which the services were provided.

7.2 CITY shall process all submitted invoices from the CONTRACTOR on a bi-weekly basis. CONTRACTOR shall be paid the Annual Fee as established in Section 6.1, in twenty-six (26) equal bi-weekly installments. The CITY shall pay the CONTRACTOR for all approved invoices, in a manner consistent with the Florida Prompt Payment Act, Chapter 218, and Florida Statutes.

7.3 Any monies payable by either party pursuant to Section 6.2, Section 6.3, and Section 6.4 shall be paid within the later of sixty (60) calendar days after the end of each Agreement year or thirty (30) calendar days from submittal of approved invoices.

7.4 Any monies payable to CITY by CONTRACTOR pursuant to this Agreement shall be paid within thirty (30) calendar days of CONTRACTOR receiving the invoice from CITY.

ARTICLE 8

CHANGES IN THE SCOPE OF SERVICES

A Change in Scope of Services shall occur as a result of:

8.1 Any change in Parks operations (to include major changes in park hours), personnel qualifications or staffing or other cost which is mandated or otherwise required by a change in any Applicable Law or Permit, or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change or any Unforeseen Circumstance;

8.2 Capital improvements to the Facilities by or at the request of the CITY which result in the change by CONTRACTOR of its methods or costs of operation of the Project; and

8.3 For Changes in Scope described in Sections 8.1 and 8.2, the Annual Fee shall be increased by an amount equal to CONTRACTOR's additional costs, plus overhead and profit at 7.5% associated with the Change in Scope as agreed to by both parties. If there is a decrease in Scope, the Annual Fee shall be decreased by the decrease in actual costs associated therewith.

ARTICLE 9
CITY'S RESPONSIBILITIES

9.1 CITY shall pay directly the electric, phone, trash disposal and water/sewer bills associated with CONTRACTOR's operation of the facilities as described in the Contract Documents. All other utility related expenses, such as CONTRACTOR office phone lines, internet, and cellular phones, will be the responsibility of the CONTRACTOR as part of the negotiated Annual Fee outlined in Section 6.1. CONTRACTOR shall use its best efforts to minimize usage of electricity and water.

9.2 CITY shall be responsible for all real estate and personal property taxes applicable to CITY owned property in use at the Facilities.

9.3 CITY shall coordinate with CONTRACTOR to perform other work at or within the Facilities by the CITY'S own forces, have other work performed by facility owners or directly Contract for such other work. Written notice thereof will be given to CONTRACTOR prior to starting any other work not previously noticed to CONTRACTOR in order to minimize disruption or interference with CONTRACTOR'S obligations under this Agreement.

9.4 CITY shall ensure that all CITY personnel and invitees are informed of the CONTRACTOR'S safety and operating procedures and comply therewith.

9.5 Limitations on CITY's Responsibilities: CITY shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with applicable laws applicable to the performance of the Services. CITY shall not be responsible for CONTRACTOR's failure to perform the Services in accordance with the Contract Documents unless such failure to perform by CONTRACTOR is caused by CITY, CITY's representative, an employee or agent of the CITY or Unforeseen Circumstance.

9.6 CITY shall provide CONTRACTOR with office space, yard area for materials or any other space currently being utilized to perform the scope of this contract, as described in Exhibit E of this Agreement, at no cost to the CONTRACTOR. CONTRACTOR shall be allowed to use exclusively office and storage facility currently available in the City and used by the Department. CONTRACTOR shall be responsible for maintaining all CITY supplied facilities in a neat, clean and functional manner, and will be responsible for any damages beyond normal wear and tear, and/or vandalism. The CONTRACTOR shall not use properties and/or possessions of the City for any work except that which is covered by this CONTRACT.

9.7 CITY shall provide all repairs and materials necessary to repair the building facilities within the Parks. The City will not be responsible for any repairs to the grounds with the exception of field lighting, scoreboards, lightning detection systems, gates, fencing, wetlands and pathways within the wetlands, golf course maintenance, running tracks, and clay tennis courts. CONTRACTOR shall be responsible for minor maintenance of the scoreboards,

lightning detection systems, gates, fencing, wetland pathways, which shall include regular cleaning, replacing of bulbs, fixing gate hinges, fixing loose fencing fabric, etc.

ARTICLE 10

SUBCONTRACTORS

10.1 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of any subcontractors, suppliers and other persons directly or indirectly employed by subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Services under a direct or indirect contract with CONTRACTOR to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between the CITY and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such subcontractor, supplier or other person or organization except as may otherwise be required by Applicable Laws.

10.2 CONTRACTOR shall not employ any subcontractor, supplier, or other individual or entity (including those not acceptable to CITY), whether initially or as a replacement, against whom CITY, in its sole discretion, may have objection. CONTRACTOR shall submit names, addresses and contact information of any and all subcontractors to CITY in writing prior to commencement of services and during project progress if subcontractors change or are added.

10.3 CONTRACTOR shall be solely responsible for scheduling and coordinating subcontractors, suppliers and other individuals and entities performing or furnishing any of the Services under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Services to comply with the requirements imposed on CONTRACTOR under this Agreement. All subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Services shall communicate with the CITY through CONTRACTOR.

10.4 CITY requires the identity of subcontractors, suppliers, and other individuals or entities to be submitted to the CITY in advance of the Project for acceptance by CITY. CITY'S acceptance of any such subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected subcontractor, supplier, or other individual or entity. No acceptance by CITY of any such subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of CITY to reject defective services.

10.5 All Services performed for CONTRACTOR by a subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the subcontractor, which specifically binds the subcontractor to the applicable terms and conditions of the Agreement for the benefit

of CITY.

10.6 Subcontractor shall not engage any third party to perform services on their behalf without prior written approval from the CITY.

ARTICLE 11 **INSURANCE**

11.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided. CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

11.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

11.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied CONTRACTOR shall not permit any lapse in required insurance. CONTRACTOR shall provide the CITY at least forty-five (45) days notice prior to expiration of insurance, and will provide the CITY a renewed certificate of insurance CONTRACTOR will provide CITY with new certificates of insurance within ten (10) days of after the renewal date. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall

be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

11.4 REQUIRED INSURANCE: The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance which must include the following coverage and minimum limits of liability:

11.4.1 Commercial General Liability Insurance: including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000 (this can be satisfied by primary or excess coverage)
- E. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for three (3) years after the termination of this Agreement.

Sexual Abuse Coverage must be included under this policy or under a separate policy in an amount of no less than \$1,000,000. If written on a Claims Made basis, this coverage shall be maintained for a period of no less than three (3) years after termination of the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

11.4.2 Workers' Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR, engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability of no less than:

- | | | |
|----|-----------------------|--------------------------------|
| A. | Worker's Compensation | Statutory |
| B. | Employer's Liability | \$500,000 each accident |
| | | \$500,000 Disease-policy limit |

\$500,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

11.4.3 Comprehensive Auto Liability/Equipment covering all owned, hired and non-owned vehicles used in connection with the performance of work under this Agreement with a combined single limit of liability for bodily injury and property damage of no less than \$1,000,000 each accident. In addition, the CONTRACTOR shall provide Auto Liability and Physical Damage Coverage for all City Vehicles/equipment used by the CONTRACTOR in connection with this Agreement. The Contractor's Policy for these vehicles shall be primary. The City of Pembroke Pines shall be named as Loss Payee as respects the City Vehicles. (Should include a list of City Vehicles for which the CONTRACTOR will be responsible as part of the Agreement)

If any work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by ISO pollution liability-broadened coverage for auto endorsement CA9948 and the Motor Carrier Act endorsement MCS90.

11.4.4 Environmental/Pollution Liability Insurance in an amount of no less than \$2,000,000 Each Incident and \$2,000,000 Annual Aggregate. If written on a Claims Made basis, this coverage shall be maintained for a period of no less than three (3) years after termination of the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

11.4.5 Excess Liability Insurance (Umbrella) shall be maintained in an amount of no less than \$5,000,000 per Occurrence and \$5,000,000 Annual Aggregate.

11.4.6 Crime Insurance including Employee Fidelity in an amount of no less than \$500,000

11.4.7 Property/Inland Marine Insurance covering property damage to CITY mobile equipment to be used and maintained by the CONTRACTOR. The City of Pembroke Pines shall be named as Loss Payee as respects the City Equipment. (Should, if possible include a list of Equipment for which the CONTRACTOR will be responsible as part of the Agreement)

11.4.8 Professional Liability (Errors and Omissions) Insurance for services of any professional used in the performance of the work of this Agreement in the amount of \$2,000,000.00 per occurrence and in the aggregate. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

11.5 REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTOR's policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

11.6 CONTRACTOR shall name the CITY, as an additional insured on each of the liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

11.7 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

11.8 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures. If the CITY exercises this right, the CONTRACTOR may request additional compensation as part of Section 6.1 based on mutual consent of both parties.

11.9 CONTRACTOR agrees to perform the work under the Agreement as an independent contractor, and not as a Subcontractor, agent or employee of CITY.

11.10 Violation of the terms of this Article and its sub-parts shall constitute a breach of the Agreement and CITY, at its sole discretion, may terminate the Agreement pursuant to the termination provisions contained herein, and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

11.11 CITY'S Liability and Insurance - CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, Subcontractors or others on the Project. CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of Florida Statutes Sections 768.28 and 95.11, Florida Statutes.

ARTICLE 12 **INDEMNIFICATION**

In consideration of the sum of ten (\$10.00) dollars CONTRACTOR agrees to the following indemnities, which indemnities shall survive termination or expiration of this Agreement.

12.1 CONTRACTOR shall indemnify, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, obligations, penalties, fines, liabilities and expenses, direct, indirect or consequential, including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, CONTRACTOR and other professionals, all settlements, liens or judgments of any nature, and trial and appellate court and arbitration costs arising out of or relating to or resulting from the performance of the Services by CONTRACTOR, CONTRACTOR's errors and omissions, or CONTRACTOR's compliance or failure to comply with its obligations under the Agreement, excluding claims arising from the negligence of CITY. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting there from or which arise from negligent acts or omissions or environmental damage of the CONTRACTOR performing Services at the Facilities; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the operation, management, Maintenance and Repair, including the warranty period; (d) CONTRACTOR'S or CONTRACTOR's subcontractors' use of any improper materials; (e) any construction defect including patent defects relating solely to Facilities constructed by CONTRACTOR or any subcontractor; (f) any act or omission of CONTRACTOR or subcontractor, their agents, servants or employees; (g) the violation of any Applicable Law or any federal, state, county or CITY laws, ordinances or regulations by CONTRACTOR, its subcontractors, their agents, servants or employees; (h) any patent or copyright infringement; and (i) the breach or alleged breach by CONTRACTOR of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2 In the event that any claims are brought or actions are filed against the CITY with respect to the indemnity contained herein, the CONTRACTOR agrees to defend against any such claims or action regardless of whether such claims or actions are rightfully or wrongfully brought or filed. CITY reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR.

12.3 Such CONTRACTOR's indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph and its subparts.

ARTICLE 13

CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

13.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Proposal Documents.

13.2 CONTRACTOR has visited the site, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of Services pursuant to this Agreement except as noted in Sections 4.1.22 and 4.1.31.

13.3 CONTRACTOR is familiar with and is satisfied as to all relevant federal, state, county, and municipal laws, regulations, ordinances, and all other federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the services pursuant to this Agreement.

13.4 CONTRACTOR is aware of the general nature of the Services to be performed by CITY and others at the site that relates to the services provided pursuant to this Agreement.

13.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Agreement and all additional examinations, investigations, explorations, tests, studies and data with the Agreement.

13.6 CONTRACTOR has given the CITY's Representative written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY's Representative is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Services.

13.7 CONTRACTOR warrants the following:

13.7.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Agreement because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

13.7.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

13.7.3 Licensing, Bonds and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses, Bonds and permits whether federal, state, county or CITY.

13.7.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for a public entity crime.

13.8 The CONTRACTOR represents and warrants to the CITY that:

13.8.1 It is financially solvent and has sufficient working capital to perform the obligations under this Agreement;

13.8.2 It is experienced and skilled in the specialized type of Services described in the Agreement;

13.8.3 It is able to provide the labor, materials, equipment and machinery necessary to perform the Services for the agreed upon fees;

13.8.4 It is fully licensed under all Applicable Laws and authorized to do business in the State of Florida in the name of the entity identified as the "CONTRACTOR" in the Agreement; and

13.8.5 It will comply with all Applicable Laws, and other federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

13.9 Truth in Negotiation:

13.9.1 CONTRACTOR warrants that all cost and pricing data provided to the CITY and CITY during the term of the Agreement shall be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to the CITY immediately. Following the CITY's review of the Cost and Pricing Data, if the parties desire to adjust the Contract Price in order to correct inaccurate or incomplete information provided by CONTRACTOR, the parties shall enter into a written amendment to this Agreement, to be executed by the City Manager and the CONTRACTOR.

13.9.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by CITY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under the Agreement shall be reimbursed by CONTRACTOR to CITY. The making of Final Payment to CONTRACTOR shall not be a waiver of CITY'S right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR'S obligation to refund the overpayment. The terms of this Article shall survive the CITY'S making final payment.

13.9.3 CONTRACTOR shall insert a provision containing all the requirements of this

Article, in all Subcontracts between CONTRACTOR and subcontractors, engineers or suppliers or other persons, altering the section only as necessary to identify properly the contracting parties.

13.10 CONTRACTOR warrants and represents that its employees have received sexual harassment training and that CONTRACTOR maintains appropriate sexual harassment and anti-discrimination policies.

13.11 CONTRACTOR warrants and represents that its employees will abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

13.12 CONTRACTOR shall maintain a Drug-Free workplace as that term is defined in Florida Statutes.

ARTICLE 14 **TERMINATION**

14.1 CITY may elect to terminate all or a portion of the Services provided by CONTRACTOR in this Agreement, for cause or convenience, by giving CONTRACTOR written notice of at least ninety (90) calendar days prior to the effective date of termination. Upon receipt of written notice of termination, CONTRACTOR shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the CITY Manager. Upon written notice of termination, the City Manager may elect not to use the services of CONTRACTOR.

14.2 CONTRACTOR may terminate the Agreement at any time by giving the CITY written notice of at least ninety (90) calendar days prior to the effective date of termination.

14.3 In the event that this Agreement is terminated for convenience, the CONTRACTOR shall be paid for any Services performed up to the date of termination. Upon receipt of a notice of termination, the CONTRACTOR shall perform only those services specified by the CITY Manager and shall not incur additional expenses without the City Manager's prior written approval.

14.4 CITY may, if CONTRACTOR neglects to perform Services properly or to perform any provision of the Agreement, or does, or omits to do, anything whereby safety or operations may be endangered or whereby damage or injury may result to person or property, after forty-eight (48) hours written notice to the CONTRACTOR, without prejudice to any other remedy CITY may have, make good all Services, material, omissions or deficiencies, and may deduct the cost therefore from the amount included in the Contract Price due or which may thereafter become due to the CONTRACTOR, but no action taken by CITY hereunder shall affect any of the other rights or remedies of CITY granted by this Agreement or by law or otherwise relieve the CONTRACTOR or the CONTRACTOR's surety from any consequences or liabilities arising from such acts or omissions.

14.5 Upon termination or expiration, any compensation payable by CITY to

CONTRACTOR shall be withheld until all reports, documents, equipment, and inventory are provided to CITY pursuant to this Agreement.

14.6. Upon termination or expiration, the CITY shall not be liable to CONTRACTOR for any additional compensation, consequential or incidental damages, lost profits, or any other compensation, beyond the compensation structure specifically provided for in this Agreement.

14.7 Upon termination or expiration of this Agreement and all renewals and extensions of it, CONTRACTOR will return the Parks to CITY in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by CONTRACTOR for use in the operation or maintenance of the Services shall remain the property of CONTRACTOR upon termination of this Agreement unless the property was directly paid for by CITY or CITY specifically reimbursed CONTRACTOR for the cost incurred to purchase the equipment or personal property or this Agreement provides to the contrary.

ARTICLE 15

EVENT OF DEFAULT

In the absence of Unforeseen Circumstances, the following shall constitute default and give the CITY or the CONTRACTOR the right to terminate this Agreement for cause, without payment to CONTRACTOR for Services or the provision of services to the CITY beyond date of termination:

15.1 Should the CITY or CONTRACTOR persistently fail to perform the Services required under this Agreement, or materially and repeatedly cause the work to be rejected as defective; cause any material portion of the Facilities to be rejected by any governmental entity; persistently fail or refuse to promptly make any or all necessary repairs, including repairing work found to be defective; or

15.2 Should the CITY or CONTRACTOR become insolvent, be declared bankrupt, make an assignment for the benefit of creditors, or fail to pay subcontractors or suppliers promptly in accordance with the terms of its subcontractors; or

15.3 Should the CITY or CONTRACTOR fail to pay required taxes (unless being disputed pursuant to Applicable Laws), or fail to maintain required insurances and guarantees, or otherwise fail to pay any of its material obligations under this Agreement, or otherwise repudiates the terms of this Agreement.

15.4 Upon default by the CITY or CONTRACTOR, the CITY or CONTRACTOR may terminate the Agreement provided that written notice of such default is first provided and the default is not cured or corrected within sixty (60) calendar days of receipt of such notice. In the event that the nature of the default cannot be cured within a sixty (60) day period, then the CITY or CONTRACTOR may, at its sole discretion, extend the cure period to such time as the breach could reasonably be cured.

15.5 If and when any default of this Agreement occurs, the CITY or CONTRACTOR may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY or CONTRACTOR. Nothing contained in this Agreement shall limit the CITY or CONTRACTOR from pursuing any legal or equitable remedies that may apply.

ARTICLE 16

TRANSITION/PHASE-OUT PERIOD

16.1 In the event of termination or expiration, CONTRACTOR and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CONTRACTOR to the CITY, or to any other person or entity the CITY may designate and to maintain during such period of transition the same scope of Services provided to the CITY pursuant to the terms of the Agreement.

16.2 CONTRACTOR will take all reasonable and necessary actions to transfer all books, records and data of the CITY in its possession in an orderly fashion to either the CITY or its designee in a hard copy and computer format.

16.3 Upon completion of the transition period and in further event that the CITY is unable to procure the same level of Services through its own means at such time of termination or expiration, the then pending term of this Agreement shall be extended by the written request of the CITY Manager and agreement by the CONTRACTOR in 120 day increments or until the CITY is capable of rendering such Services.

16.4 The compensation to be paid during this period shall be prorated pursuant to Article 6 upon termination or expiration.

In lieu of a Payment and Performance Bond, the CONTRACTOR shall be required to provide a release of lien for each payment request in accordance with

ARTICLE 17

RECORDS/RIGHT TO INSPECT AND AUDIT

17.1 Ownership of all documents, including but not limited to drawings, as-builts, plans and specifications and related computerized documents utilized or prepared by the CONTRACTOR in the performance of the Services shall remain with the CITY. The CONTRACTOR, any subcontractors or supplier or other person or organization performing or furnishing any of the Services under a direct or indirect Agreement with the CITY shall not reuse any documents without the prior written consent of the CITY.

17.2 Upon termination or expiration of the Agreement, CONTRACTOR shall take all reasonable and necessary actions to transfer all records, including but not limited to, books, logs, data reports, receipts of the CITY in its possession in an orderly fashion to either the CITY or its designee in a hard copy and computer format.

17.3 CONTRACTOR shall maintain exact duplicate copies of all written correspondence, electronic mail, records of conversation, receipts, and reports related to the operation and maintenance of the Facilities, and all records retention requirements outlined in the Permit in an organized manner in an obvious and readily accessible location at the Facilities and available for inspection at any time.

17.4 CITY reserves the right to review all documents in draft form prior to CONTRACTOR'S submittal to the regulatory agency and be copied on all final documents submitted.

17.5 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

17.5.1 Keep and maintain public records required by the CITY to perform the service;

17.5.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

17.5.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

17.5.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

17.6 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK

**10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

17.7 CITY reserves the right to audit the records (pertaining to this project) of CONTRACTOR at any time during the performance and term of the Agreement and for a period of three (3) years after termination or expiration of this Agreement. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract. If an auditor determines that the CONTRACTOR was paid for Services not performed or paid in excess of materials provided, the CONTRACTOR shall reimburse the CITY for such overpayment.

**ARTICLE 18
EMERGENCIES AND HURRICANE PREPAREDNESS**

CONTRACTOR shall prepare and update an Emergency Preparedness Plan for the Parks. CONTRACTOR shall provide resources for responding to emergency situations and unanticipated system failures on a 24-hour basis and in accordance with the CONTRACTOR'S Emergency Preparedness Plan, if applicable.

18.1 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR is obligated to act in a timely manner and to use CONTRACTOR's best efforts to prevent threatened damage, injury or loss. CONTRACTOR shall give CITY prompt written notice if CONTRACTOR believes that any significant changes in the Facilities or variations from the Contract Documents have been caused thereby or are required as a result thereof.

18.2 CONTRACTOR shall use best efforts to secure or remove from the Facilities, prior to a storm event, any materials or equipment which could cause bodily injury, damage to the CITY'S installations and/or public or private property or that may result in a loss of equipment or supplies. Site excavations shall be required to be secured and/or backfilled. No CONTRACTOR equipment may be parked within 100 feet of any CITY facilities. In the event of the issuance of a storm warning, the CITY will attempt to notify the CONTRACTOR, however, the CONTRACTOR is responsible for preparing for a storm event. The CONTRACTOR shall take the necessary precautions to protect the walking and motoring public from harm due to CONTRACTOR's work activity.

18.3 CITY's Representative may, but is not required to, order the Services to be stopped if a condition of imminent danger exists. Nothing shall be constructed to shift responsibility or risk of loss for injuries and/or damages, cost of stoppage or delay of work, from the CONTRACTOR to the CITY. The CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and

property at the Facilities.

18.4 CONTRACTOR shall be responsible for any hazardous environmental conditions created by the CONTRACTOR, subcontractors, suppliers, or anyone else for whom CONTRACTOR is responsible. If CONTRACTOR encounters a hazardous environmental condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a hazardous environmental condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all performance of Services in connection with such condition and in any area affected thereby; and (iii) notify CITY and immediately thereafter confirm such notice in writing.

18.5 During such periods of time as are designated by the United States Weather Service as being a hurricane watch or warning, or in the event of another emergency affecting the safety or protect of persons, the Facilities, or property adjacent thereto, or to avoid imminent environmental contamination, CONTRACTOR, at no cost to the CITY and without special instruction or authorization from CITY, shall take all precautions necessary to respond to all threatened events and to prevent or minimize such threatened damage, injury or loss. If this precautionary work requires labor and equipment beyond the scope work required as part of the Annual Fee, the CONTRACTOR will be reimbursed provided the CITY is reimbursed by FEMA. Such compensation includes CONTRACTOR's direct costs for the emergency work plus a reasonable mark-up of 10% for overhead and profit.

18.6 Compliance with any hurricane watch or warning precautions specific to the Broward County area shall not constitute additional work.

18.7 In the event of any emergency condition involving the Facilities which is found by the CITY to present a significant, immediate danger to public health, whether the cause of CONTRACTOR or otherwise, and CONTRACTOR is either unable or unwilling to correct such condition, CITY may replace CONTRACTOR without notice during the emergency condition, provided that at the conclusion of any condition, CONTRACTOR shall be reinstated by CITY. Provided further, however, that CITY shall not be obligated to reinstate CONTRACTOR at the conclusion of the emergency condition and may terminate this Agreement if CONTRACTOR's inability or unwillingness to correct such condition itself constitutes grounds for termination of this Agreement as provided herein. CONTRACTOR shall not be entitled to any compensation for the time in which it was removed.

18.8 If the emergency condition is found to have been caused by the fault, action, inaction, omission or negligence of CONTRACTOR, CONTRACTOR shall be liable for the costs incurred by CITY in replacing CONTRACTOR, remedying the emergency condition, and repairing any damage caused thereby, or in making compensation to CITY or other governmental entity, the Facilities, or any effected third party.

ARTICLE 19

ASSIGNMENT/SUBCONTRACTS

19.1 No assignment by a party hereto of any rights under or interests in the Agreement will

be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

19.2 The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of the Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Agreement and all rights, title and interest of CONTRACTOR without any further notice.

19.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

ARTICLE 20

SEVERABILITY

20.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 21

REMEDIES

21.1 If and when any default of this Agreement occurs, the CITY or CONTRACTOR may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY or CONTRACTOR. Nothing contained in this Agreement shall limit the CITY or CONTRACTOR from pursuing any legal or equitable remedies that may apply.

ARTICLE 22

COUNTERPARTS

22.1 This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

ARTICLE 23

NOTICES

23.1 Whenever any party is required to give or deliver any notice to any other party under

this Agreement, or desires to do so, such notices shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, sent via registered or certified mail with postage prepaid return receipt requested, or by private postal service, addressed to the parties below:

FOR CONTRACTOR: Dennis J. Giordano, President
Calvin, Giordano & Associates, Inc
1800 Eller Dr Suite 600
Ft Lauderdale, FL 33316
Telephone No. (954) 921-7781
Facsimile No. (954) 926-0269

FOR CITY Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149

COPY TO: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

ARTICLE 24

INDEPENDENT CONTRACTOR

24.1 CONTRACTOR is and shall remain an independent CONTRACTOR and is not an employee or agent of the CITY. Services provided by CONTRACTOR shall be by employees of CONTRACTOR working under the supervision and direction of CONTRACTOR and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the CITY. CONTRACTOR agrees that it is a separate and independent enterprise from the CITY.

24.2. CONTRACTOR shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with CONTRACTOR. This Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the CITY, and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime payments.

ARTICLE 25

JURISDICTION AND VENUE

25.1 This Agreement shall be governed by the laws of the State of Florida as now and

hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 26
ATTORNEYS' FEES

26.1 If either the CITY or CONTRACTOR is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

ARTICLE 27
ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

27.1 This Agreement contains the entire Agreement between the CITY and the CONTRACTOR and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may only be amended or modified by the execution of a written amendment to this Agreement executed by both parties.

ARTICLE 28
CUMULATIVE REMEDIES

28.1 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws or by special warranty or guarantee, or by other provisions of the Agreement, and the provisions of this paragraph will be as effective as if repeated specifically in the Agreement in connection with each particular duty, obligation, right, and remedy to which they apply.

ARTICLE 29
SURVIVAL OF OBLIGATIONS

29.1 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive expiration or termination of the Agreement.

ARTICLE 30
ADVERTISING

30.1 No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the Services, work product(s), or performance of CONTRACTOR under this Agreement or the Services to which it relates shall be at the sole discretion of CITY.

ARTICLE 31

BINDING AUTHORITY

31.1 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE 32
HEADINGS


32.1 Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

ARTICLE 33
EXHIBITS

33.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:


MARLENE D. GRAHAM,
City Clerk

5/12/16

BY:

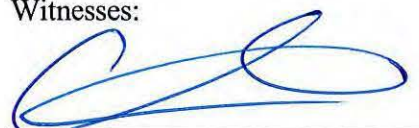

CITY


CHARLES F. DODGE
City Manager

APPROVED AS TO FORM.


Office of the City Attorney

Witnesses:


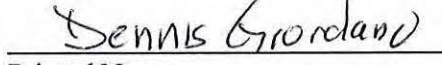


Printed Name


DIRECTOR MGMT. SVCS.

CONTRACTOR

**CALVIN, GIORDANO &
ASSOCIATES**

BY:



Printed Name


PRESIDENT

Title

Printed Name

STATE OF

FLORIDA

COUNTY OF

Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared DENNIS GIORDANO as President of SAWIN GIORDANO ASSOC. INC. a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of SAWIN GIORDANO ASSOC. INC. for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 3rd day of May, 2016.



Dawn Hopkins
NOTARY PUBLIC

Dawn Hopkins
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines



Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

Jay Schwartz, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

April 24, 2013

RFQ # PSPW-13-11

REQUEST FOR QUALIFICATION

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

"RFQ # PSPW-13-11 OPERATION, MAINTENANCE AND MANAGEMENT OF CITY PARK FACILITIES"

There will be a **NON-MANDATORY PRE-BID** meeting on **May 9, 2013 at 8:00 AM** at the Public Services Office located at 13975 Pembroke Road – Engineering Conference Room., First Floor, Pembroke Pines, FL 33027.

Specifications may be obtained from the City of Pembroke Pines website at the following link:
<http://www.ppines.com/bids/bidsnew.html>

If you have any problems downloading the specifications, please contact the Purchasing Office located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 704-1259 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday.

Proposals will be accepted until 2:00 p.m., Tuesday, June 4, 2013, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at **2:30 p.m.**

Envelopes must be sealed and plainly marked:

"RFQ # PSPW-13-11 OPERATION, MAINTENANCE AND MANAGEMENT OF CITY PARK FACILITIES"

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk



OPERATION, MAINTENANCE AND MANAGEMENT OF CITY PARK FACILITIES

REQUEST FOR QUALIFICATIONS # PSPW-13-11

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
13975 PEMBROKE ROAD
PEMBROKE PINES, FLORIDA 33026
(954) 704-1259



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ATTACHMENTS

- A Proposers Qualifications Statement
- B Vendor Information Form and a W-9
- C Non-Collusive Affidavit
- D Sworn Statement on Public Entity Crimes
- E Sample Insurance Certificate
- F Local Vendor Preference Certification
- G Listing of Park Facilities



April 24, 2013

RFQ# PSPW-13-11

Operation, Maintenance and Management of the City Park Facilities

SECTION 1 – INTRODUCTION

The purpose of this Request For Qualifications (RFQ) is to solicit statements of qualifications from vendors capable of operating, maintaining, and managing the City's Park Facilities. The RFQ invites qualified firms to submit documents demonstrating their qualifications to provide the services described in this document. In issuing this RFQ, the City is seeking to ensure the overall efficiency and operation of the Park Facilities by contracting with a Contractor having the technical and financial resources to perform the required operation, maintenance, and management services.

The City's ultimate objective for operation of the Park Facilities is to select a contractor who will provide a strong operations team, a strong technical support team, operate in compliance, improve maintenance, and provide efficiencies, all at a cost savings to the City. The City is seeking a contract for a term of five years with one optional five year renewal period. A copy of the City's current (Fiscal Year 2012-2013) Parks budget can be obtained at the following website:

<http://www.ppines.com/finance/budget-2013-adopted/20-01%201%20General%20Fund.pdf>

SECTION 2 – BACKGROUND AND OBJECTIVES

The City of Pembroke Pines, located in southwest Broward County, Florida is a full service municipality serving a population of 155,000 citizens.

The City current operates and maintains 36 parks at various locations within the City. The park system has approximately 420 acres of developed parks and 80 acres of undeveloped parkland. The park facilities include, but are not limited to, baseball fields, soccer fields, football fields, skating rinks, water parks, passive parks, tot-lots, restrooms and concession facilities.

SECTION 3 – TECHNICAL SPECIFICATIONS / SCOPE OF WORK

3.1 Contractor Requirements:

The City currently operates, maintains, and manages the Park Facilities with a combination of City personnel and contractors. The service contract resulting from this RFQ will require the contractor to provide all operations and maintenance staff and be responsible for the following:

3.1.1 Staffing

The CONTRACTOR shall provide a sufficient number of supervised staff for all aspects of facility management, operation and maintenance, and for all costs including hiring, training, and administering all personnel-related issues to complete the maintenance requirements at all City Parks, seven (7) days per week, as outlined below. The CONTRACTOR shall provide additional personnel when



required for special events with the authorization of CITY representative. The Contractor shall provide all existing employees of the Park System an opportunity to apply for positions with the selected vendor. Contractor shall also provide a Project Manager.

3.1.2 Vehicles

Contractor shall Furnish and maintain vehicles and light duty service trucks to carry on daily operations. Contractor shall also be responsible to provide fuel for these vehicles.

3.1.3 Equipment

Contractor shall be responsible for the repair and maintenance of all City equipment and shall perform such repair and maintenance in accordance with the manufacturer's recommendations. Contractor will be required to provide proof thereof to the satisfaction of the City.

3.1.4 Supplies and Inventory Control

Contractor shall be required to assist the Contract Manager with the procurement and inventory control of all supplies and chemicals required to operate and maintain the parks system. Contractor shall be responsible for the safe storage of all materials and equipment. The Contractor will be required to provide a formal theft prevention plan.

3.1.5 Litter Control

The CONTRACTOR shall retrieve and dispose of all litter and debris on a daily basis. This shall include constant monitoring of the grounds during the hours of operation and disposing of all litter and debris as needed.

3.1.6 Facility Maintenance

The CONTRACTOR shall clean all maintenance buildings, all restroom facilities, all picnic shelters, dumpster enclosures, charcoal grills and trash receptacles on a daily basis. This shall include constant monitoring of the restroom facilities and picnic shelters during the hours of operation and additional cleaning of these areas as needed.

3.1.7 Baseball/Softball Fields (soil surfaces)

The CONTRACTOR shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate/batter's box, pitcher's mounds, base paths and warning tracks.

3.1.8 Soccer/Football Fields & Baseball/Softball Fields (turf surfaces)

All areas shall be inspected on a daily basis and any large stones, ruts, holes, or bowled out areas shall be removed and/or repaired by topdressing. The CONTRACTOR shall layout and paint all lines as needed for the sports utilizing these fields. The usage of these fields changes several times throughout the year, and the CONTRACTOR shall be responsible for all field layout and painting.

3.1.9 Batting Cages



On a daily basis, fill in low spots or bowled out areas, rake smooth and pick up all debris in cages with clay surfaces. Sweep or use a blower to remove all loose debris in cages with artificial surfaces.

3.1.10 Playgrounds/Tot Lots

All play equipment and safety surfacing shall be inspected on a daily basis. The safety surfacing will be cleaned on a daily basis and kept free of loose debris, grass, weeds, etc. at all times.

3.1.11 Basketball Courts, Hockey Rinks at Skate Park

All basketball courts, hockey rinks and the skate park shall be inspected each morning for trash. Sweep or use a blower to remove any loose debris each day as needed.

3.1.12 Landscaping Maintenance

Contractor shall be responsible for mowing the St. Augustine Grass and the Bermuda Grass, trimming, pruning, and edging of various landscaping, applying fertilizers, pesticides, and herbicides, and maintaining the irrigation system at the various parks at the various parks in accordance with a work plan approved by City personnel.

3.1.13 Emergency Plan

The Contractor will be required to provide a detailed emergency operation plan/call-out procedure to cover after hour emergency repairs and hurricane staffing

3.1.14 Hurricane Preparation of Park Facilities and Structures

In the event the City is presented with an emergency situation, the Contractor must provide labor to properly secure all Park facilities and provide support during and post emergency event.

3.1.15 Schedule of Work

At the beginning of each month, the CONTRACTOR shall furnish to the CITY, for its approval, a schedule of work to be completed during the upcoming month.

3.2 City Responsibilities

- Construction of all major capital improvement projects associated with the Park System

3.3 Capital Improvements Planning and Management

The City intends that the Selected Firm will play a key role in both the development and management of the ongoing capital improvements planning and management process for the Park System. This role may include development of forward looking 10-year capital plans for non-routine repairs and equipment replacement that is required to maintain efficient operations.

SECTION 4 – PROPOSAL PACKAGE



All proposals shall address and be presented as outlined below:

4.1 Title Page

List the following:

- A. RFQ Subject "PSPW-13-11 – Operation, Maintenance and Management of the City Park Facilities"
- B. Date
- C. Name of the Contractor
- D. Contact Person (including title) authorized to represent your company
- E. Telephone Number
- F. Email Address

4.2 Table of Contents

Include a clear identification of the material included in the proposal by page number.

4.3 Letter of Interest

Limit to two (2) pages. Include a positive commitment to perform the required work

4.4 Firm's Qualifications:

- 1. Description of the Contractor: Include the size, range of activities, abilities and experience of the contractors' professional personnel, past performance of the contractor on similar projects, recent, current, and projected workload of the contractor, cost control methods, and availability and access to the contractors' top level management personnel
- 2. Personnel: Identify the contact person and supervisory personnel who will work on the project. Also include the location from which services will be provided. Resumes of each person should be provided with emphasis on their experience with similar work. Package should also include a list of subcontractors proposed to work on the project including professional services. Contractor must have at least one full time employee with a degree in turf management agronomy, horticulture or a related field to manage this project.
- 3. Experience: A maximum of three reference projects will be reviewed along with the respondent's level of experience in providing operation and maintenance services and achieving successful operational transitions for these projects. Respondents must demonstrate a minimum of three years of operations and maintenance experience in similar facilities. Contractor must have a proven history in the care and maintenance of specialty turf grass types including Bermuda grass for athletic fields. Other factors to be considered include but are not limited to: the similarity of components to the facilities, computerized maintenance systems implemented, and health and safety records. References may be contacted to determine client satisfaction



4. Asset Management: Provide experience in computerized maintenance management systems; preventative maintenance and life-cycle capital cost management programs; assessing, planning, and implementing facility upgrades and modernizations; and availability of asset protection specialists within the Contractor's organization, with experience suitable to this project.
5. Other Management Systems: Provide experience in other management systems, including emergency and incident management and health and safety management.

4.5 Financial Stability

1. The Contractor's financial information will be reviewed and shall include, but not be limited to: growth, solvency, market strength, and credit rating
2. Proposer must provide the following required documentation related to the firm's financial stability:
 - a. Proposer's most recent financial statement, audited if applicable.
 - b. Letter(s) from the insurer carrier stating that the Proposer is capable of meeting the insurance requirements contained in the General Conditions.
 - c. Letter(s) from the bonding surety stating that the Proposer is capable of meeting the bonding requirements as detailed below.

4.6 Standard Qualifying Data, Forms, and Certifications

1. Qualifications Statement (Attachment A)
2. Vendor Information Forms and W-9 (Attachment B)
3. Professional Registration Certificates: A reproduction of the firm's current professional registration certificate(s) is required for the services offered and must be in the name of the firm offering said services. Contractor must be fully licensed with all required State and/or Local government licenses and permits for pest control, irrigation, horticultural services, etc.
4. Copies of city, county, and state professional licenses and business tax receipts
5. Non-Collusive Affidavit (Attachment C)
6. Sworn Statement on Public Entity Crimes per Section 287.133(3)(A) of the Florida Statutes. (Attachment D)
7. Proposer's Certification and Acknowledgement of Addenda
8. Local Vendor Preference Certification, if applicable (Attachment F).

4.7 Additional Information

SECTION 5 – EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the qualification requirements contained in the RFQ. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible;**



clearly describing the details of services that the Proposer intends to provide.

- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will then evaluate all proposer qualifications, references, and technical submittals as contained in the proposal based on the following criteria:

Criteria	Points
Company Background and Capabilities	20 points
Relevant Operations and Maintenance Experience	30 points
Financial Qualifications	20 points
Other Management Experience	5 points
Asset Management	5 points
Key Personnel Assigned to Project	15 points
Local Vendor Preference*	5 points
Total	100 points

- * Please note that the Local Vendor Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of five (5) points of the total evaluation points shall be given to the Local Pembroke Pines Vendor(s); a preference of two and a half (2.5) points of the total evaluation point shall be given to the Local Broward County Vendor(s), all other vendors shall receive zero (0) points. Vendors must submit the attached Local Vendor Preference Certification Form in order to qualify for these evaluation points.
- C. Once the Evaluation Committee has completed the evaluation of all proposals, the committee will then score each of the proposals based on the weighted criteria listed above.
- D. The scores for all proposals will be tabulated and each proposal will be ranked. The first ranked proposer resulting from this process will be recommended to the Pembroke Pines City Commission to direct the City Manager to negotiate a contract for services.

SECTION 6 – TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	4/24/2013
Pre-Bid Meeting	5/9/2013 at 8:00 a.m.
Question Due Date	5/14/2013
Anticipated Date of Issuance for the Addenda with Questions and Answers	5/20/2013
Proposals will be accepted until	2:00 p.m. on 6/4/2013
Proposals will be opened at	2:30 p.m. on 6/4/2013
Evaluation of Proposals by the Evaluation Committee	TBD
Recommendation of Contractor to	8/7/2013



City Commission to negotiate price and a final contract	
Commission Approval of Final Contract	TBD
Contract Start Date	TBD

SECTION 7 – SUBMISSION REQUIREMENTS

To respond to the Request for Proposals, applicants shall submit one original, six (6) paper copies and two electronic copies (CDs or USB Drives are acceptable forms of electronic copies) of their sealed submittal **on or before 2:00 p.m. on Tuesday, June 4, 2013**, to the:

City of Pembroke Pines
Office of the City Clerk, 5th Floor
10100 Pines Boulevard
Pembroke Pines, FL 33026

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.

The submittal must be clearly marked **“PSPW-13-11 – Operation, Maintenance and Management of the City Park Facilities”**

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 10100 Pines Boulevard, 5TH Floor, Pembroke Pines, FL. 33026.

Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed.

Proposals must contain a manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.



All Proposals received from Proposers in response to the Request for Proposals will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal and the Bid Security will be returned if applicable. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

CITY reserves the right to reject the Proposal of any Proposer if CITY believes that it would not be in the best interest of the CITY to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

The Contract shall be awarded by City's Commission to the responsible Proposer whose Proposal is determined to be the most advantageous to CITY, taking into consideration the evaluation factors and criteria set forth in the Evaluation of Proposals.

SECTION 8 – ADDITIONAL INFORMATION AND INSTRUCTION TO PROPOSERS

Any and all "Additional Information and Instructions to Proposers" as provided below that may vary from the General Conditions shall have precedence.

8.1 Examination of Contract Documents

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and



(c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

8.2 Interpretations and Addenda

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a written request directed to the Purchasing Manager for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Manager by **May 14, 2013**. Questions received after **May 14, 2013** shall not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda by certified mail, return receipt requested, mailed to all parties recorded by CITY'S Purchasing Manager as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

8.3 Conflict of Interest

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

8.4 Environmental Regulations

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

8.5 Rules, Regulations, Laws, Ordinances & Licenses

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded



firm shall have or be responsible for obtaining all necessary permits or licenses required in order to provide this service.

8.6 Payment and Performance Bonds

Within fifteen (15) calendar days after Notice of Award and in any event prior to commencing work, the Contractor shall execute and furnish to City a performance bond and a payment bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the circular and the excess risks must be protected by coinsurance, reinsurance, or other methods, in accordance with Treasury Circular 297, revised September 1, 1978 (31DFR, Section 223.10, Section 223.11). Further, the surety company shall provide City with evidence satisfactory to City, that such excess risk has been protected in an acceptable manner. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858:

B+ to A+

Two (2) separate bonds are required and both must be approved by the City. The penal sum stated in each bond shall be \$500,000. The performance bond shall be conditioned that the Contractor perform the contract in the time and manner prescribed in the contract. The payment bond shall be conditioned that the Contractor promptly make payments to all persons who supply the Contractor with labor, materials and supplies used directly or indirectly by the Contractor in the prosecution of the work provided for in the Contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law; and that they shall indemnify and save harmless the City to the extent of any and all payments in connection with the carrying out of said Contract which the City may be required to make under the law.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Contractor to record the aforesaid payment and performance bonds in the public records of Broward County, with the Contractor to pay all recording costs.

8.7 Indemnification and Insurance

The Successful Proposer shall comply with the City's Standard Insurance Requirements, and Indemnifications set forth therein, a copy of which is attached.

In addition, in the event of any legal challenge to the City's enforcement of the State Law, Proposer shall provide, as requested by the City and at no cost to the City, assistance in responding to that challenge, including but not limited to, responding to discovery sought from the City, explaining and presenting the technical aspects and operations of the Proposer's Photo Red Light System, and in identifying and locating violators.



8.8 Terms/Termination

The City is seeking a contract with a term of five (5) years, with one (1) five year renewal at the option of the City.

8.9 Non-Mandatory Pre-Bid Meeting

There will be a **NON-MANDATORY PRE-BID** meeting on **May 9, 2013 at 8:00 AM** at the Public Services Office located at 13975 Pembroke Road – Engineering Conference Room., First Floor, Pembroke Pines, FL 33027.

8.10 Contact Information

All questions related to this solicitation should be forwarded to Christina Sorensen, Purchasing Manager at purchasing@ppines.com



CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. **SUBMISSION AND RECEIPT OF BIDS:**

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. **WARRANTIES FOR USAGE:**

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. **PRICES TO BE FIRM:**

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

4. **DELIVERY POINT:**

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. **BRAND NAMES:**

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation



and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

8. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.



12. PRICING:

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further



reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alternations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.



23. LOCAL GOVERNMENT PROMPT PAYMENT ACT:

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. TAX SAVER PROGRAM:

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

25. PUBLIC ENTITY CRIMES:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, 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 any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

26. OWNER’S CONTINGENCY:

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an “Owner’s Contingency”. This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner’s Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor’s overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner’s Contingency without the expressed prior approval of the City’s authorized representative. Any Owner’s Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City’s authorized representative.

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD



INSURANCE REQUIREMENTS

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000 (**mostly for construction or equipment sold to the CITY**)

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

2. **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE** covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation : Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

3. **COMPREHENSIVE AUTO LIABILITY INSURANCE** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000



2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000
4. **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS INSURANCE**, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.
5. **SEXUAL ABUSE** may not be excluded from any policy.

REQUIRED ENDORSEMENTS

1. The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30 Day Notice of Cancellation or Non-Renewal to the CITY
4. CONTRACTORS' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Contact Person's Name and Title: _____

PROPOSER'S Telephone and Fax Number: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFP: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☐

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)



Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

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

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?



Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.



List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

Are you an ☐ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:



Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By

(Signature)



(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

City of Pembroke Pines
Qhleg'qh'vj g'Ekw 'Ergtm
10100 Pines Boulevard
Pembroke Pines, FL 33026

Vendor Information Form

Operating Name (Payee)			
Legal Name (as filed with IRS)			
Remit-to Address (For Payments)			
Remit-to Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Order-from Address (For purchase orders)			
Order-from Contact Name:		Title:	
Email Address:			
Phone #:		Fax #	
Return-to Address (For product returns)			
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☐ Corporation

Federal ID Number:

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Name & Title of Applicant _____

Signature of Applicant _____ **Date** _____

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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

Employer identification number

			-						
--	--	--	---	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the

_____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

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

Notary Public (Signature)

My Commission Expires:



**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
2. My name is _____ and my
(Please print name of individual signing)
relationship to the entity named above is _____.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest



in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



City of Pembroke Pines

Bidder's Name

Signature

Date: _____

State of: _____

County of : _____

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

Notary Public Signature

Notary Name, Printed, Typed or Stamped

Commission Number: _____

My Commission Expires: _____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD[YY])

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Companies providing coverage**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DDYY)	POLICY EXPIRATION DATE (MM/DDYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> policy <input type="checkbox"/> project <input type="checkbox"/> loc	<div style="border: 1px solid black; padding: 10px; text-align: center;"> Must Include General Liability </div>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<div style="border: 1px solid black; padding: 10px; text-align: center;"> SAMPLE CERTIFICATE </div>								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$									
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines FL 33026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL MAIL 30 DAYS WRITTEN NOTICE TO THE INSURER.

City Must Be Named as Certificate Holder

AUTHORIZED REPRESENTATIVE



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

The preference is used to evaluate the submittals received from bidders are assigned point totals, a preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PARKS AND RECREATION FACILITIES

<p>Academic Village 954-435-6520 17189 Sheridan St. Pembroke Pines FL 33331</p> <p>Alhambra Park 954-435-6520 100 SW 198th Terr. Pembroke Pines, FL 33029</p> <p>Ben Fiorendino Park 10201 Taft St. Pembroke Pines, FL 33026</p> <p>Chapel Trail Park 954-538-3696 19531 Taft Street Pembroke Pines, FL 33029</p> <p>Chapel Trail Nature Preserve 954-538-3696 19800 Sheridan St Pembroke Pines, FL 33029</p> <p>Cinnamon Place Park Pembroke Rd & SW 86th Ave Pembroke Pines, FL 33025</p> <p>Dog Park 9751 Johnson St. Pembroke Pines, FL 33026</p> <p>Flamingo Park 954-435-6520 1900 NW 122nd Terrace Pembroke Pines FL 33026</p>	<p>Fletcher Art & Culture 954-986-5027 7960 Johnson St. Pembroke Pines FL 33024</p> <p>Fletcher Park 954-986-5027 7900 Johnson St. Pembroke Pines FL 33024</p> <p>Holly Lakes Park 954-435-6520 21451 Johnson St Pembroke Pines 33029</p> <p>Linear Park Johnson Street & 98th Ave Pembroke Pines FL 33026</p> <p>Pasadena Park 954-435-6520 8815 Pasadena Blvd Pembroke Pines FL 33024</p> <p>Paul J. Maxwell Park 954-986-5021 1200 SW 72nd Ave Pembroke Pines FL 33023</p> <p>Pembroke Fall Aquatic Center / YMCA 954-727-9622 1361 N.W. 12th Avenue Pembroke Pines, FL 33028</p> <p>Pembroke Lakes Golf & Tennis Center 954-431-4144 10500 Taft St. Pembroke Pines FL 33026</p>	<p>Pembroke Shores Park / YMCA of Pembroke Pines 954-727-9622 501 SW 172nd Ave Pembroke Pines FL 33029</p> <p>Pines Recreation Center 954-986-5022 7400 Pines Blvd. Pembroke Pines FL 33024</p> <p>Rainbow Lakes Park NW 92nd Ave & NW 19th St. Pembroke Pines, FL 33026</p> <p>Rose G. Price Park 954-437-1140 901 NW 208th Ave Pembroke Pines FL 33029</p> <p>Silver Lakes North Park 954-435-6520 2300 N.W. 172nd Avenue Pembroke Pines FL 33029</p> <p>Silver Lakes South Park 954-435-6520 17601 SW 2nd St. Pembroke Pines FL 33029</p> <p>Spring Valley Park 1700 NW 160th Ave Pembroke Pines, FL 33028</p> <p>Steven L. Josias Equestrian Park 5836 SW 193rd Way Pembroke Pines 33029</p>	<p>Tanglewood Park 9500 SW 1st Street Pembroke Pines, FL 33026</p> <p>Towngate Park 954-450-6895 901 NW 155th Ave Pembroke Pines FL 33028</p> <p>Walden Lakes Park 954-435-6520 20460 SW 1st St. Pembroke Pines, FL 33029</p> <p>Walnut Creek Park 954-435-6520 7701 Taft St. Pembroke Pines FL 33024</p> <p>Walter C. Young Resource Center 754-323-4515 901 NW 129th Ave Pembroke Pines FL 33028</p> <p>West Pines Soccer Park & Nature Preserve 954-538-3696 350 SW 196th Ave Pembroke Pines FL 33029</p> <p>Village Community Center 954-986-5042 6700 S.W. 13th Street Pembroke Pines, FL 33023</p> <p>William B. Armstrong Dream Park 1700 NW 160th Ave Pembroke Pines, FL 33028</p>	<p><u>Kiddie Parks:</u></p> <p>Ashley Hale Park NW 106th Terr. & NW 118th Pl. Pembroke Pines, FL 33026</p> <p>John S. Fahey Park NW 98th Ave & Johnson St. Pembroke Pines, FL 33026</p> <p>108th Kiddie Park NW 108th Ave. & 19th St. Pembroke Pines, FL 33026</p> <p>111th Kiddie Park NW 111th Ave. & 18th Pl. Pembroke Pines, FL 33026</p>
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BID #PSPW-13-11 - OPERATION, MAINTENANCE AND MANAGEMENT OF THE CITY PARK FACILITIES [RFQ](#) [📄](#) [🚫](#) [📁](#)

Time Left	Bid has ended.		
Time Started	Apr 24, 2013 3:55:08 PM EDT	Notifications	Report (Bidder Activity)
Time Ended	Jun 4, 2013 2:00:00 PM EDT	# of suppliers that viewed	38 ? (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	Q & A	View Questions & Answers Q&A Deadline: May 14, 2013 8:30:00 PM EDT
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Pre-Bid Conference(s)	May 9, 2013 8:00:00 AM EDT Attendance is optional Location: Public Services Office located at 13975 Pembroke Road Engineering Conference Room., First Floor, Pembroke Pines, FL 33027. Transcript Attendance		
View Rules:	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

DESCRIPTION

Bid Number	PSPW-13-11
Title	Operation, Maintenance and Management of the City Park Facilities
Budgeted Amount	\$0.00 (change)
Description	<p>The purpose of this Request For Qualifications (RFQ) is to solicit statements of qualifications from vendors capable of operating, maintaining, and managing the City's Park Facilities. The RFQ invites qualified firms to submit documents demonstrating their qualifications to provide the services described in this document. In issuing this RFQ, the City is seeking to ensure the overall efficiency and operation of the Park Facilities by contracting with a Contractor having the technical and financial resources to perform the required operation, maintenance, and management services.</p> <p>The City's ultimate objective for operation of the Park Facilities is to select a contractor who will provide a strong operations team, a strong technical support team, operate in compliance, improve maintenance, and provide efficiencies, all at a cost savings to the City. The City is seeking a contract for a term of five years with one optional five year renewal period. A copy of the City's current (Fiscal Year 2012-2013) Parks budget can be obtained at the following website:</p>

<http://www.ppines.com/finance/budget-2013-adopted/20-01%201%20General%20Fund.pdf>

DOCUMENTS

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- ☐ 1.  [PSPW-13-11 Operation, Maintenance and Management of the City Park Facilities.pdf](#) [\[download\]](#)
- ☐ 2.  [PSPW-13-11 - Addendum 1.pdf](#) [\[download\]](#)
- ☐ 3.  [PSPW-13-11 - Addendum 2.pdf](#) [\[download\]](#)

ADDENDUM #2 - MADE ON MAY 23, 2013 5:38:11 PM EDT

New Documents PSPW-13-11 - Addendum 2.pdf

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City of Pembroke Pines



Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

Jay Schwartz, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

May 10, 2013

RFQ # PSPW-13-11

Addendum # 1
City of Pembroke Pines
RFQ # PSPW-13-11
Operation, Maintenance and Management of the City's Park Facilities

NON-MANDATORY PRE-BID SIGN IN SHEETS

Attached as Exhibit A to this addendum is a copy of the sign-in sheet from the pre-bid meeting held on May 9, 2013.

Christina Sorensen
Purchasing Manager
City of Pembroke Pines

EXHIBIT A

①

PRE-BID SIGN IN SHEET

Proposal/Bid # :PSPW-13-11 O&M OF CITY PARK FACILITIES

Date: MAY 9th, 2013 @ 8a.m.

PLEASE PRINT CLEARLY AND PROVIDE ALL INFORMATION

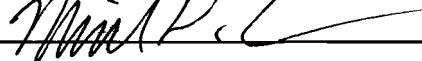
Name of Company: CALVIN, GIORDANO & ASSOC

Name Of Rep: MIKE CONNER

Address: 1800 ELLER DRIVE, SUITE 600

Contact Telephone #: 954 266-6469

City, State, Zip: FT. LAUDERDALE, FL. 33316

Signature: 

E-MAIL: MCONNER@CALVIN-GIORDANO.COM

Name of Company: CALVIN, GIORDANO & ASSOC

Name Of Rep: GEORGE KELLETZ

Address: 1800 ELLER DRIVE, S 600

Contact Telephone #: 954-232-4186

City, State, Zip: FT. LAUD, FL. 33316

Signature: 

E-MAIL: gkelletz@calvin-giordano.com

Name of Company:

Name Of Rep:

Address:

Contact Telephone #:

City, State, Zip:

Signature:

E-MAIL:

Name of Company:

Name Of Rep:

Address:

Contact Telephone #:

City, State, Zip:

Signature:

E-MAIL:

Name of Company:

Name Of Rep:

Address:

Contact Telephone #:

City, State, Zip:

Signature:

E-MAIL:



City of Pembroke Pines



Frank C. Ortis, Mayor
Angelo Castillo, Vice-Mayor
Charles F. Dodge, City Manager

Iris A. Siple, Commissioner
Jay Schwartz, Commissioner
Carl Shechter, Commissioner

May 23, 2013

RFQ #PSPW-13-11

Addendum #2
City of Pembroke Pines
RFQ #PSPW-13-11
Operation, Maintenance and Management of the City Park Facilities

ADDITIONAL INFORMATION

Please be advised that the City of Pembroke Pines has scheduled the **Evaluation Committee Meeting** for **Wednesday, June 12, 2013 at 1:00pm** in the **Commission Chambers** located on the First Floor of City Hall at **10100 Pines Boulevard, Pembroke Pines, Florida 33026**.

This addendum is being sent out because the Evaluation Committee Meeting is scheduled **approximately one week** after the bid opens and the City wanted to give ample notification to vendors for scheduling purposes, if necessary. More information regarding the Evaluation Committee Meeting will be provided to the bidders at a later date.

Christina Sorensen
Purchasing Manager
City of Pembroke Pines

OPERATION, MAINTENANCE AND MANAGEMENT OF
CITY PARK FACILITIES

RFQ#
PSPW-13-11

Prepared
For: CITY OF PEMBROKE PINES
10100 Pines Boulevard
Pembroke Pines, FL 33026

Due Date/Time:
June 4, 2013
2 P.M.



Calvin, Giordano & Associates, Inc.
E X C E P T I O N A L S O L U T I O N S

Copy



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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

TITLE PAGE

PSPW-13-11 - Operation, Maintenance and Management of the City Park Facilities

June 4, 2013

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis Giordano, President
(954) 921-7781
dgiordano@calvin-giordano.com



Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

June 4, 2013

Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026

RE: RFQ "PSPW-13-11 – Operation, Maintenance, and Management of the City's Parks Facilities"

Dear Mr. Dodge:

Calvin, Giordano & Associates, Inc (CGA), is pleased to submit our **Letter of Interest** to provide **Operation, Maintenance, and Management Services for Parks Facilities** to the City of Pembroke Pines in response to the above-described City's RFQ. The CGA Team understands that this initial stage of response to the RFQ may be followed by evaluations, a request for presentations, rankings, and finally negotiations for selected contractors. Our team strongly affirms its commitment to providing these services to the City; with an enhanced priority for improved business practices, positive customer service, decreased operating expenses, applied technologies, and elevated performance expectations.

The CGA Team has a long and proven track record of success in providing professional governmental services to the City. It is with sincere confidence and this foundation of experience that CGA presents itself as a leading candidate to also provide these additional services. Our team of governmental services professionals, landscape architects, arborists and parks maintenance personnel have carefully reviewed the scope of services summarized in the above RFQ, and understands that if selected, these services will include but are not limited to:

- **All Staffing, including Supervisory positions**
- **Vehicles, maintenance and fuel**
- **Parks Facilities and Equipment maintenance**
- **Sports Fields, Basketball Courts, and Hockey Rinks Maintenance**
- **Playground and Tot Lot Maintenance**
- **Supply and Inventory Control**
- **Landscape Maintenance and Litter Control**
- **Emergency Planning, Hurricane Preparation, and Response for Parks Facilities**
- **Capital Improvement Planning and Management**

The CGA Team is composed of diverse professionals who are dedicated to the successful management and transition of services, including Spanish-speaking employees. **We are an experienced local firm that has the knowledge and expertise in the local Broward County market to assist the City with its objectives for this project.** As a result, we believe that CGA is the best team to deliver the requested services for the following reasons:

Building Code Services
Code Enforcement
Construction Engineering & Inspection
Construction Services
Contract Government
Data Technologies & Development
Emergency Management Services
Engineering
Governmental Services
Indoor Air Quality
Landscape Architecture & Environmental Services
Municipal Engineering Planning
Public Administration
Redevelopment & Urban Design
Surveying & Mapping
Transportation Planning & Traffic Engineering
Utility & Community Maintenance Services

1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

- **Extensive municipal experience, including over 25 years in Pembroke Pines**
- **Proven Expertise in Maintaining Athletic Fields and Bermuda Turf Grass**
- **A proven commitment to priority hiring and retention of existing employees**
- **Key professional relationships that benefit the City**
- **Efficient and cost effective business processes and operating services**
- **Private sector expertise in quality control and excellent customer service**

FIRM BACKGROUND

Established in 1937, CGA is a multi-disciplinary professional services firm based in South Florida, with offices in Fort Lauderdale, Homestead, Clearwater, Atlanta, Port St. Lucie, Jacksonville and West Palm Beach. CGA with its staff of 217 people, is well positioned to provide outstanding service, expertise, technical support and the financial stability necessary to provide the services requested in **RFQ # PSPW-13-11**.

We are **veteran "hands on" public administrators** who have extensive experience working inside local government, as well as external private contractors. We offer all of our core services "in-house". This means that our team can not only maintain the City's parks facilities at their current levels, but also enhance the quality of the maintenance aspects of the parks.

A key benefit that CGA brings to the City is that the City does not have to deal with fluctuations in the economy, workload or other personnel issues. As the private contractor, we can utilize flexible personnel resources to meet changing demands. Additionally, the City does not have to address personnel issues that arise, but maintain the ultimate approval of who works for the City.

Additionally, CGA has a successful track record with managing the **critical transition periods** of several new "start-up" cities, and the conversion of major operating departments to contracted government services. CGA has the direct experience balancing and integrating existing staff and organizational cultures, with its own private contractor expertise, blending the established and the new resources to **create a better and more cost effective future**.

PROJECT MANAGER

George Keller will serve as the overall Project Manager and the primary contact for the City. Mr. Keller has over 30 years of combined public administration and private contractor experience in successfully delivering local government services. He has served with various municipalities and counties including **Pembroke Pines, Weston, Pompano Beach, North Lauderdale, Lauderdale-By-The-Sea, West Park, Hollywood, Oakland Park, and Broward County**. He will be assisted by Bruce Bernard, the former Public Works Director for the Town of Davie, and Michael Conner, Senior Landscape Architect with over 25 years of experience, including 10 years with the City of Cooper City. Mr. Keller's first duty for this project will be the evaluation of processes, staffing levels and procedures before beginning the transition period. He will oversee the implementation of the transition plan and serve as the single point of contact. As such, Mr. Keller will coordinate all activities, with individuals from both the present City staff and CGA staff to create a cohesive and efficient transition, resulting in a well-organized and unified new Parks Operations & Maintenance Division.

Thank you for giving us the opportunity to respond to this solicitation. We are ready to commence work immediately, and look forward to partnering with the City on another successful endeavor.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.


Dennis Giordano
President



FIRM'S QUALIFICATIONS

DESCRIPTION OF THE CONTRACTOR

CGA has the necessary experience to perform the services outlined in this request for qualifications. CGA is a multi-disciplinary professional services firm based in South Florida with offices in Fort Lauderdale, West Palm Beach, Port St. Lucie, Homestead, Clearwater and Atlanta. Established in 1937 as M.E. Berry and Associates, the firm has grown from its surveying and civil engineering roots to a company of 217 professionals who provide a broad range of planning, civil engineering, traffic engineering, surveying, landscape architecture, environmental, and municipal services, including data technologies and building code services. Our municipal experience is enviable as we currently or previously served as consultants for West Palm Beach, Parkland, North Lauderdale, Weston, West Park, Lauderhill, Sunny Isles Beach, Miramar, Hollywood, Davie, Dania Beach, Miami Gardens and Miami Beach. In the more than 20 years that we provided professional municipal services, we have been retained by many clients for 10 years or longer. We feel our high retention rate is because ***our team is always committed to providing personalized attention, responsiveness, and commitment to quality that is delivered on time and within budget.***

UNDERSTANDING OF THE PROJECT, METHODOLOGY, AND APPROACH

Background

CGA has been providing professional operating and consulting services in the Broward County area for over 76 years. Through the years, the Team's commitment to

providing "Exceptional Solutions" and innovative ideas has allowed us to be the recipients of numerous awards and long term continuing contracts.

Our Team knows that for any company to achieve a winning solution and to offer the highest level of service to the client, it must first understand what the client desires and needs: *What does the client really need? Why do they need it?* Further, the provider of any service, of course, must also have a complete understanding of the service they are delivering. This includes how the service works from a process standpoint, how the operation is structured from a financial perspective, and most importantly, the understanding of the end user and

their satisfaction.

The CGA Team also understands that parks operation and maintenance services are important elements of the City, which are valued by its residents. Many municipalities are currently turning to the private sector for professional operating services in a variety of service areas. This trend is steadily increasing across the country. The use of private contract government services, is an alternative method allowing municipalities to control costs and personnel concerns, while maintaining control of those services.

The CGA Team is prepared to provide the City of Pembroke Pines and its residents with the resources and experience necessary to provide parks operations and maintenance services, maintaining full compliance with all applicable state and federal Statutes, local ordinances, and other rules

CGA's veteran staff comes with an understanding and appreciation that they will become an integral part of The City of Pembroke Pines Government





and regulations governing the parks industry while minimizing the City's costs. The Team's objective is to create a partnership with the City, as a vital resource, providing quality service to the residents.

UNDERSTANDING OF THE SCOPE OF SERVICES

The CGA Team understands that the City desires contracting for all professional services, staffing, equipment, and resources necessary for the Operation, Maintenance and Management of the City Parks Facilities. Essentially, and unless as modified later via negotiations, we will provide a "total turnkey" services approach. Management of any sub-consultants/contractors will also be included as part of the responsibility of the selected contractor.

CGA also understands that a single point of control and contact for all services must be accomplished by the provision of a Project Manager responsible for overall operations. Michael Conner is the designated Operations Manager who will be committed to delivering these services and ensuring a smooth transition. Mr. Conner is a Senior Landscape Architect for CGA, and is an experienced parks and landscape designer and manager.

It is further understood that all operating and supervisory personnel will hold and maintain as current all professional and technical certifications required for all positions. All existing personnel currently holding positions in Parks Facilities operations will be given first priority and consideration in placement and hiring for all positions with CGA. CGA makes this firm and formal commitment to the City and its current employees; and will be contractually bound in writing to the same condition.

We also understand the need to respond in emergency situations. The CGA staff is local, and on call 24 hours a day/seven days a week. Irrespective of the emergency conditions that may occur, CGA's staff is experienced



in a wide range of incidents requiring planning, mitigation, training, response, recovery, and clean up. The Team's staff have received ISO training and certifications as required by FEMA.

TRANSITION PLAN

The CGA Team understands and appreciates the importance to the City's elected officials, present staff, businesses, residents and all parties involved; that a smooth and

managed transition take place from what is now a "traditional in-house" city employee service, to one that is provided by a new "Team" consisting of CGA's dedicated staff. CGA's veteran staff comes with an understanding and appreciation that they will become an integral part of The City of Pembroke Pines Government, with the award of this contract. The Transition Plan includes these three basic components, and can begin almost concurrently with each other, certainly in place prior to October 1, 2013.

1. Information Gathering - The first component will include the necessary contact, communication, research and information sharing with the City Manager or designee, key operating supervisor and personnel, existing contractors, and any other individuals whom the City deems vital. This will establish essential lines of communication, knowledge, and relationships necessary to critical operations. CGA also expects that detailed requirements and expectations of the City would be discussed and documented during this initial phase. This phase would include discussions concerning the existing City Staff and the direction the City would like to take with specific employees. All issues concerning the existing personnel would need to be addressed through the Pembroke Pines Human Resource Office as the City deems necessary. We understand the impact that this services agreement may have, and will do everything to be sensitive and flexible during the transition and afterward. Part of this component would also



address issues such as vehicles, office equipment, paper goods, computers and all the other hardware and equipment necessary to operate a quality department.

2. Evaluation and Recommendations for Improvement

- The second component consists of evaluating the present business practices, the service, performance expectations, deliverables and staffing levels. This would include the following and may run concurrently with first component if desired by the City. CGA senior staff will review all policies, procedures, regulatory reports, etc. that are in place. CGA will review these documents to evaluate their efficiency and effectiveness, and to determine whether procedures and policies are being followed. This task would include observing administrative and technical personnel to determine customer service awareness and delivery. We would also want to introduce the Team's staff to the technology hardware and software being utilized, during this time period.

During this phase, the CGA Team would also want to begin the review of the record keeping and archiving procedures including both paper and electronic documents. When these tasks have been completed a report would be created and made available for review. This report would include any recommendations for improvement or adjustment to existing staffing levels, processes and procedures. At the direction of the City, the Team would adjust or rewrite written procedures and policies, create the appropriate work flow charts and checklists, and create a new Organizational Chart for the new "Team"; demonstrating the structure necessary to serve the public in a customer friendly and efficient manner.

3. Implementation - The third component will be implementation of the services agreement and the kick-off of operations. The CGA Team believes this will be a successful effort, because both the City's staff and the Team's staff all have a wide range of experience managing and working in a municipal setting. The first step in this component would include The Team's senior managers and Human Resources Director meeting with all City staffers. Offers of employment would be made to those individuals who reach agreement with the CGA Team. If the offer of

employment is accepted, the employee will become part of the CGA family and would continue to work in the City as required. Once all the personnel issues have been addressed a meeting will be conducted with the entire staff to move forward as the new Team. **Any and all existing staff who either choose not to accept employment offers or are otherwise not retained, will be provided with professional training and services to assist in transition to new employment.** The CGA has also adopted a "Code of Ethics" and will expect the entire new Team to affirm or reaffirm that they will follow that code.

At this point the organizational chart will be finalized with all the new Team identified. The processes and procedures will be documented, and the management in place. Staff will conduct operations as described in the procedures. Supervisors will continually monitor and evaluate their staff to determine whether they need additional direction or training. Supervisors will continually monitor service levels including turnaround times and quality to assure staffing levels are appropriate. There will be weekly meetings held with City staff contacts to discuss solutions to concerns that are identified with the work flow and customer service levels. Work processes will be adjusted to flow efficiently and improve with experience. Written procedures will be updated as necessary. Customers will be interviewed for satisfaction throughout the term of the contract.





So collectively, the CGA Team, with its staffing of approximately 225 professionals, is uniquely positioned to provide outstanding service, expertise, technical support, and financial stability that is necessary to provide the services requested.

The combined resources of the CGA Team can provide the necessary management and landscape maintenance expertise to operate and maintain the City's parks at the highest levels of quality. We are veteran 'hands-on' public administrators who have extensive experience working inside local governmental, as well as external private contractors. We offer all of the following core services in-house: public works administration; parks design and management; landscape architecture; environmental and regulatory, information technologies and GIS; and emergency management and preparedness.

The abilities and experience that the CGA Team bring to the City is extensive. George Keller will serve as the overall Project Manager and the primary contact for the City. Mr. Keller has more than 30 years of combined public administration and private consultant experience in successfully delivering local government services. He will be assisted by Bruce Bernard, and Michael Conner. Mr. Bernard served as Public Works Director for the Town of Davie during his tenure, where he was responsible for parks maintenance, supervising 72 employees, and managing the Town's Capital Improvement Program. Mr. Conner was the City Arborist/Landscape Architect for the Cooper City Public Works Department from 1990 to 2000, where he was responsible for parks design and maintenance, as well as managing the City's Urban Forestry program.

Proven Expertise

The CGA Team has a proven past performance record on numerous municipal contracts that are similar in scope to this RFQ. The cities and the services we have provided are as follows:

Weston: For the City of Weston, we currently provide municipal services, including, engineering, landscape

architecture, planning, environmental, capital projects management, parks maintenance and sports turf management, and GIS inventory and mapping

Doral: For the City of Doral, we currently provide maintenance for Doral Meadows Park and Trails and Tails Park.



West Park: For the City of West Park we provided Public Works Administration and Capital Improvement Design Services from 2006 to 2011. We also prepared an emergency management plan as well as a GIS inventory.

Cooper City: For the City of Cooper City, we provided landscape architecture and arborist services, as well as Public Works Management and Parks Maintenance Supervision.

Davie: For the Town of Davie we provided Public Works management /capital projects management.

Collectively, our current and projected workloads are such that we can provide the management and supervisory personnel to operate the City's parks system. A majority of the workforce for day-to-day operations will come from the City's current parks maintenance staff. This will be augmented by the hiring of additional qualified parks personnel and landscape maintenance workers as needed. The asset management and emergency management services will be provided by our in-house staff of professionals. They are always available on a 'as-needed' basis to provide these services as necessary to fulfill to the contract requirements.

The CGA Team has implemented the following cost control measures for our municipal clients. We have an unparalleled understanding of the process, operations, cost reductions, and service enhancements that are necessary when working within local government. Our top managers have all worked for local municipalities throughout their careers. They understand the importance of establishing and maintaining a departmental budget. Furthermore, CGA has their own internal cost control and quality assurance measures.





For the initial transition period, CGA's personnel will be available at the following percentages:

Dennis Giordano	20%
George Keller	75%
Michael Conner	75%
Bruce Bernard	50%
Arelis Valero	50%

If selected, the CGA Team will allocate the resources of the top level managers on an annualized basis as follows:

Dennis Giordano – Principal-in-Charge	15%
George Keller – Project Manger	25%
Michael Conner – Administration/Parks Mgmt.	40%
Bruce Bernard - Administration/Parks Mgmt.	20%

PERSONNEL

George Keller will serve as the Project Manager and be the primary contact for the City. Mr. Keller has over 30 years of combined public administration and private contractor experience in both South Florida as well as Atlanta Metro Area. Mr. Keller will be joined by the following key supervisors:

- Bruce Bernard – 40 years combined Public/Private experience
- Michael Conner, RLA, ASLA – 28 years combined public/private experience
- Sandra Lee – 20 years of environmental services experience
- Arelis Valero – 26 years of experience in human resources
- Hector Perez – 17 years of information technology & GIS experience
- Helene Wetherington – 17 years of emergency management experience

The CGA Team will provide services from three primary locations. First and foremost, will be from the City of Pembroke Pines Public Services office located at 13975 Pembroke Road. Our team will have the necessary full-time staff located within the existing City offices. It is crucial to provide administrative and supervisory positions within the City at all times. In addition to that, we will provide supporting services from CGA's main headquarters at 1800 Eller Drive, Suite 600 in Fort Lauderdale.

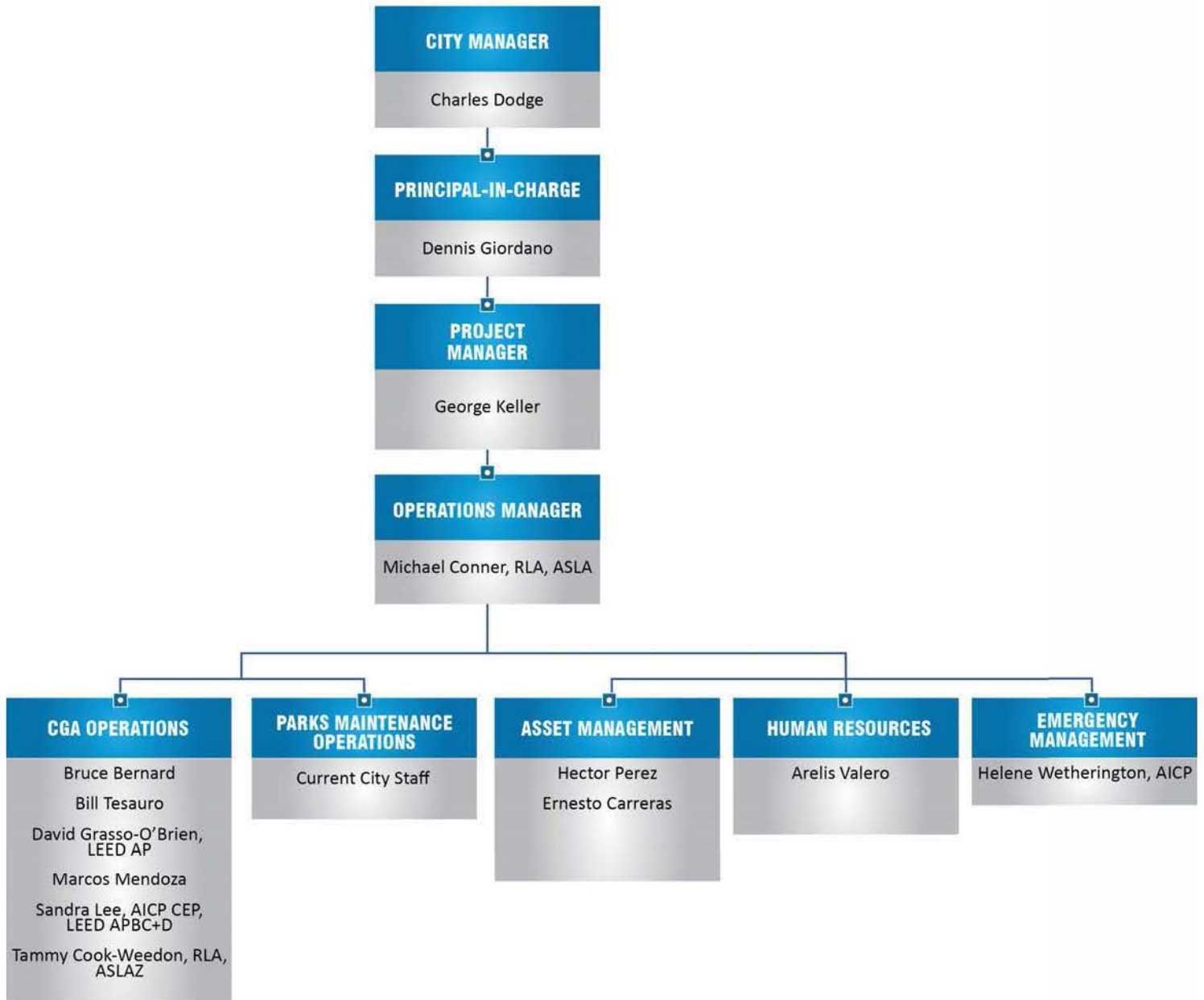
MJK Services, Inc. will provide arborist/tree trimming services for this project. We have two certified arborists on our in-house staff, one degreed agronomist as well as MJK Services, Inc.

Due to the nature of being consultants and private contractors, the CGA Team operates at a highly efficient level to maintain a competitive edge over our competitors. We both practice cost control/quality assurance measures in order to ensure that we continue to offer the highest quality services possible at competitive pricing. One major advantage of the City outsourcing these services is that the City will benefit from these cost-efficient methods employed within the private sector.

Resumes are found at the end of this section.



City of Pembroke Pines





EXPERIENCE

References:

City of Weston

Denise Barrett
954-385-2000

Vista Park

- Provide staffing for park, from open to close
- Maintain all landscaping, pick up trash, clean restrooms
- Maintain four soccer fields
- Maintain four baseball/softball fields

Tequesta Trace Park

- Provide staffing for park, open to close
- Maintain all landscaping, pick up trash, clean restrooms
- Maintain one football field and two soccer fields
- Maintain four baseball/softball fields

Regional Park

- Provide staffing for park, open to close
- Maintain all landscaping, pick up trash, clean restrooms
- Maintain eight soccer fields
- Maintain eight baseball/softball fields
- Maintain eight basketball courts and eight roller hockey parks

Cypress Bay High School

- Provide staffing from open to close when in use
- Maintain one football field and one practice field

Eleven Passive Parks

- Maintain all landscaping, pick up trash, clean restrooms

Capital Improvement Program

- Assist with administration and management of City's capital improvement program including design and construction administration for several projects

Turf Grass Maintenance History

The CGA Team has demonstrated that it has the experience necessary to provide the operations and maintenance of similar facilities to those in the City, and have a proven history in the care and maintenance of specialty turf grasses, including Bermuda grass for athletic fields.

Tequesta Park – Weston – 4 baseball fields, 1 football field, and 2 soccer fields

Vista Park – Weston – 4 soccer fields and 4 baseball fields

Regional Park – Weston – 8 soccer fields and 8 baseball fields

SCOPE OF SERVICES ITEMS

In addition to demonstrating our sports turf expertise, we have addressed the following scope items to show our understanding of the contract and our extensive experience.

3.1.1 Staffing: The CGA Team is familiar with and capable of providing the necessary staffing required to handle all aspects of facility management, operation, and maintenance of all the City's parks, seven days a week. We understand how critical it is to have a staff person at each active park and athletic fields while games are being played and the park is being heavily used. That staff will be responsible to stay until the last person leaves and to clean up the facilities before close. At no time will trash be allowed to sit out overnight.

Furthermore, we realize the importance of special events that are held by the City throughout the year. Often times, these events are held at park facilities. Therefore, we will be ready for the preparation of facilities and hiring of additional personnel for these key events in the City's parks. The CGA Team also has extensive experience on hiring, training, and managing personnel, both on the municipal and private sector side. We currently manage employees for the City of Weston Public Works and Parks Maintenance, City of Pembroke Pines Building Department, City of Pompano Beach Code Enforcement Department, and the City of Dunwoody, GA. We will afford all existing City Parks employees the opportunity to continue their fine service to the city as a new member of our team.

3.1.2 Vehicles: The CGA Team is committed to providing and maintaining the necessary vehicles to carry on daily operations (whether in agreement with the City



for use of existing vehicles or independently). We currently operate and maintain a small fleet of these types of vehicles for our current clients and contracts and also have one in-house mechanic on staff. We also understand that we will be responsible for the fuel and regular maintenance for all vehicles based on a preventative maintenance plan, which will be provided by the City.

3.1.3 Equipment: Similarly the CGA Team currently utilizes, repairs, and maintains all of the equipment necessary to service all of our existing parks and will be committed to taking over the management and maintenance of the City's equipment, as well. A list of our current equipment has been provided, and as you can see, we are quite familiar with a wide range of mowing and landscape maintenance equipment. We also realize the importance of maintaining this type of equipment in accordance with the manufacturer's recommendations, as well as the need to follow a preventive maintenance plan and to keep good records of all maintenance activities.

3.1.4 Supplies and Inventory Control: The CGA Team has experience in both procurement procedures for purchasing supplies, and conducting and maintaining inventories and GIS databases for those supplies. We are well-versed in the requirements and policies of GASB 34 standards. We have provided these inventory and mapping services for the City of Weston and the City of West Park. The CGA Team is ready to work with the City's contract manager to purchase, inventory, and safely and securely store these supplies, chemicals, and equipment. The CGA Team will implement an inventory control software application module from Cityworks called Stateroom to handle, among other functions, supplies and inventory control. This Cityworks module is designed to track incoming and outgoing materials from multiple storage areas, including work vehicles, as well as manage stock, material cost, suppliers, and requisitions. It operates in conjunction with work orders created in Cityworks. When materials are added to a work order, issue transactions are written to adjust the stock on hand. If materials are removed from the work order or the work order is canceled, transactions are recorded for used or returned materials.



3.1.5 Litter Control: The CGA Team realizes how critical it is to provide litter control at all of the City's parks at all times. Not only will the parks have the litter removed on a daily basis, but also the most active parks and athletic fields will have the trash picked up on a constant basis during hours of peak use. We will provide the necessary staffing at these parks to ensure that the litter is picked up and the trash removed

before the park is closed for the night. This is critical to keep rodents and other animals from getting into the trash overnight. The CGA Team already performs this function on a daily basis at the following parks:

City of Weston: nine passive parks, two school parks, Tequesta Trace Park, Vista Park, Regional Park

3.1.6 Facility Maintenance: Likewise, the CGA Team has experience in maintaining and cleaning restroom facilities, picnic shelters, maintenance buildings, trash receptacles and dumpster enclosures. We provide this service to all of the parks in the City of Weston that have restroom facilities and picnic shelters. This includes providing staff to regularly monitor the restrooms and picnic shelters during the hours of operation. These facilities are also on a maintenance schedule to ensure that they receive additional cleaning on a regular basis.

3.1.7 Baseball/Softball Field (Clay Infield Areas): The CGA Team has the necessary experience to maintain, repair, and replenish all of the skinned areas on all of the baseball/softball fields in the City. This includes repairing ruts and holes in the batter's boxes, maintaining the proper height of the pitcher's mounds, and checking that the base paths and warning tracks are smooth and marked as needed.

The CGA Team also understands that the City currently manages and maintains a public golf course at the Pembroke Lakes Golf and Tennis Center. The maintenance of a golf facility is a highly specialized field. One of our team members, has more than 15 years of experience as a golf course superintendent at some of the premier golf clubs in South Florida. He holds a degree in turf management and soil science, and is a member of the Golf Course Superintendents Association of America. Therefore, we will be committed to providing all of the golfers at Pembroke Lakes Golf Course with the highest quality product and services possible.



3.1.8 Soccer/Football Fields & Baseball/Softball Fields (Turf Areas):

As previously described in our team's qualifications, we have not just one, but three turf specialists on our team. There is no problem with sports turf maintenance that our team has not already seen and overcome. We have many years of experience in not only maintaining turf fields, but also laying out and lining all types and sizes of sports fields. We currently maintain and line over 36 fields in three cities, including the football field for Cypress Bay High School. The painting of sport lines will be performed on a scheduled basis.



Additionally, the CGA Team realizes how important it is to work with all of the various organizations that run sports leagues in the City of Pembroke Pines. It is critical to have regular meetings and open communication with all of these entities. We understand that a "one size fits all" philosophy does not work with these organizations. Each one has its own needs and wishes when it comes to preparing and maintaining the fields that they use for their leagues. Our top managers, Bruce Bernard and Michael Conner, have years of experience in dealing with these sports leagues and organizations in Davie, Cooper City, and Weston.

3.1.9 Batting Cages: The CGA Team has the experience and resources to keep all of the batting cages in the City clean and usable. This shall include repairing ruts and low spots in any clay surfaces as well as sweeping out all debris in cages with artificial surfaces and repairing any netting, fencing and gates. We currently maintain eight batting cages in the cities that we serve.

3.1.10 Playgrounds/Tot Lots: The CGA Team understands the importance of checking and inspecting the safety surfacing at all of the City's playgrounds on a daily basis. This is perhaps the most important function that the parks staff provides on a daily basis. It is critical to catch any problems or flaws in the safety

surfacing at any playground as soon as possible, and to then take necessary measures to rectify the situation as efficiently as possible. If a situation arises where repairs cannot be made quickly, then that piece of equipment will be closed to the public until it is repaired. The safety of the City's play areas must be the highest priority of the maintenance staff. The CGA Team has the experience to keep the City's playgrounds and safety surfaces clean and safe at all times. As evidence of that, we currently maintain numerous playgrounds and tot lots in multiple parks in the cities that we service.



3.1.11 Basketball Courts, Hockey Rinks, and Skate Park:

The CGA Team understands that each of the City's basketball courts, hockey rinks, and the skate park shall be inspected each morning, and that the trash shall be picked and the debris swept away. We currently maintain more than 20 parks that have these types of facilities. We understand that the nets need to be changed on a regular, supervised basis as well.

3.1.12 Landscaping Maintenance: Landscape and irrigation installation and maintenance is another area in which the CGA Team excels. Whether it is simply moving and fertilizing St. Augustine grass areas, pruning trees and shrubs, or applying the proper pesticides and herbicides, we have the experienced staff to do the job right. Therefore, we can handle any problems that may arise, and keep all of the City's parks looking as nice as possible.

3.1.13 Emergency Plan: The CGA Team realizes the extreme importance of having an emergency management plan in place for the City's park system. This plan must cover all types of emergencies and situations, whether it is an emergency repair after-hours, damage from a storm, or preparing for a major hurricane. We have an emergency management specialist on staff that has over 17 years of experience in preparing plans for such cities as Weston, West



Park and Pembroke Pines. The plan for the City of Pembroke Pines will be coordinated with the City's existing plan and detail the emergency repairs, as well as the preparations and procedures for disaster events and responding to recovery deployment. We understand that all parks' staff will be assigned specific tasks as part of this plan.

3.1.14 Hurricane Preparation of Park Facilities and Structures:

The CGA Team shall have a plan in place to properly secure all of the City's parks and facilities should a hurricane threaten the area. We will be prepared to bring in extra staff to ensure that the necessary actions are taken in a timely manner. We also understand that we will have to provide staff both during and after the storm event. We currently provide this function to the cities of Weston and Doral. In addition, the CGA Team has seasoned managers that have managed staffs in times of crisis before. Mr. George Keller was Assistant City Manager and the Post Disaster Recovery Coordinator at the City of Hollywood during numerous storms; Mr. Bruce Bernard was Public Works Director for the Town of Davie during several major storms; and Mr. Mike Conner was responsible for storm recovery, debris clean-up and tree replacement programs in both Cooper City and Weston. This management experience will serve the City of Pembroke Pines as an additional asset in disaster events.

3.1.15 Schedule of Work:

The CGA Team is well versed in preparing work schedules for these types of parks maintenance services for

our clients. We already have an internal scheduling program in place which allows us to input the types of services and frequency of those items, to track completion of work orders, and to schedule preventative

maintenance activities at each park. Monthly calendars are prepared at the beginning of each month and are reviewed by the supervisor, account manager, and the City administration to ensure that all contract items are being completed and that we have the proper amount of staff and materials on hand to complete the items on the schedule. As the services are completed, the work orders are inputted into our system as job completed, and in turn the system automatically

puts it back on the schedule based on the frequency guidelines. Thus, this scheduling system allows us to catch if items or services are not completed so we can alert the account manager and supervisor immediately.

3.3 Capital Improvements Planning and Management: The CGA Team understands that while the City shall be responsible for all major construction of capital improvement projects associated with the park system, we will play a key role in both the development and management of the City's on-going Capital Improvement Plan in terms of repairs and

replacement of existing facilities as well as planning for new parks improvements. Many of our top managers have years of experience in developing and managing capital improvement programs for numerous cities, including Bruce Bernard for the Town of Davie, George Keller and Mike Conner for the cities of Weston, Cooper City and West Park.





ASSET MANAGEMENT

The CGA Team will utilize Cityworks, developed by Azteca Systems, Inc., for enterprise-wide asset management to fulfill the needs of this RFQ. This software tool was designed specifically for governmental agencies to track and monitor capital assets, infrastructure, inventory maintenance and equipment. Cityworks provides the powerful tools to manage such functions as, customer care issues, work orders, inventory management, utilities, pavement, special events, and other public projects. These modules include asset maintenance management with service requests, work orders, inspections, and project reporting. Other modules include, equipment manager to assign equipment to employees, tracks reservations and availability; contracts management which tracks data including line items, key dates, budget, contractor information, bonds, location, subcontractor information, and funding sources, as well as other contract related information; and analytics which allows organizations to quickly create detailed reports that can be used to graphically analyze the organization's performance. The core of Cityworks is GIS and it leverages existing GIS data to visualize all aspects of asset management and control.

OTHER MANAGEMENT SERVICES: EMERGENCY AND INCIDENT MANAGEMENT AND HEALTH AND SAFETY MANAGEMENT

Emergency Management

The CGA Team has a highly skilled team of emergency managers, emergency planners, and parks and recreation management specialists, who can enhance the level of disaster preparedness for the City of Pembroke Pines. The Emergency Management Services Division offers local governments comprehensive emergency management planning, mitigation, training, exercise and regulatory compliance services. Our experienced emergency managers, planners, public administrators, engineers, facilities personnel, and information technology staff can pool their talents to comprehensively address the full-range of disaster preparedness, response, and recovery needs of the City of Pembroke Pines. All of our team members are compliant with the National Incident Management System (NIMS) and can provide outstanding assistance before, during, and in the aftermath of a large-scale disaster.

Our services include:

Enhance preparedness through planning, training, and exercises - Facilitate the development of strategies, plans and organizational structures to respond to any disaster and restore the City.

- Comprehensive Emergency Management Plans integration
- Exercise and corrective action program with Homeland Security Exercise and Evaluation Program (HSEEP) compliance
- Facilities preparedness and response training
- National Incident Management Systems Training
- Continuity of Operations Plan Development
- Resource analysis and resource management plans
- Human resource and responder family plans

Mitigate the impact of hazards and prevent future losses: Evaluate the vulnerability of parks components from all hazards in your community to design structural and policy solutions prior to the next disaster.

- Hazard identification, risk assessment, and Geographic Information Systems (GIS) mapping of all utility components
- FEMA based benefit cost analysis
- Integrate hazard mitigation opportunities into the comprehensive plan and Evaluation and Appraisal Report (EAR) process

Disaster Response: Our emergency management services team has worked on the federal, state, and local levels of government in over 25 federally declared disasters including hurricanes, floods, terrorism incident, civil disturbance, tornado incidents, and others. As members of the State Emergency Response Team, we have worked in a multitude of county Emergency Operations Centers, the Joint Field Operations Center, Disaster Recovery Centers and supported the State Emergency Operations Center in the aftermath of large scale disasters. We have coordinated closely with the Federal Emergency Management Agency in the Preliminary Damage Assessment Process and supported Palm Beach County in receiving the 2008 Federal Disaster Declaration as a result of Tropical Storm Faye. Our team supported disaster activations for hurricanes Frances, Jeanne, Georges, Wilma, Faye and many others.



Our experienced team can support pre- and post-disaster response activities to ensure rapid restoration of parks facilities. We will ensure ongoing staffing to prepare all systems prior to a large scale disaster. In the immediate aftermath we will conduct rapid damage assessments, evaluate community impacts, and prepare detailed analysis of the service impacts, time frame for the restoration of services, and evaluate emergency service alternatives. Our team of parks maintenance experts will facilitate rapid repairs.

FEMA Reimbursement: The CGA Team can provide FEMA Public Assistance consulting services to the City. We will provide general grant management consulting services related to eligibility issues, contract procurement, Special Considerations (such as environmental/historical preservation, floodplains management, insurance issues, and duplication of benefits), and development of large and small projects. Our team may prepare Project Worksheets and additional necessary documentation for each park project to ensure compliance with federal regulations and FEMA policies, thereby ensuring maximum Federal disaster assistance.

Debris Management Planning: The CGA team can establish plans, policies, and procedures that will ensure that post disaster debris management activities are effectively implemented, and that the City is compliant with all Federal Emergency Management Agencies' public assistance policies, including all elements of the National Incident Management System (NIMS). The Federal Emergency Management Agency (FEMA) now requires municipal jurisdictions to implement enhanced planning initiatives associated with debris management. CGA facilitated debris management activities for the City of Pembroke Pines in the development of their Debris Management Plan to both ensure efficient coordination with the contract personnel and to maximize the amount of federal reimbursement for the City through the Stafford Act. Our skilled planners may facilitate meetings and workshops with the City's emergency management team and debris management administrators to ensure plans continue to be enhanced at the direction of local guidance and meet local policies, state and federal mandates as well.

Debris Monitoring Services: CGA's Construction Services Division has served not only as debris monitors, but also as planners and managers of the debris collection operations, ensuring preparedness prior the event, assisting in the immediate damage assessment, and in the prioritizing of the most critical areas for the cities of Weston, North Lauderdale, and the Town of Davie. In addition, data record systems have

been collected and created for all debris tickets, truck certifications and identifying jurisdiction of right-of-ways for Federal or local entities. We have also worked in conjunction with the Town of Jupiter and performed debris monitoring services after Hurricane Wilma devastated South Florida in 2005. CGA debris monitors worked with the Town for three weeks monitoring the inflow of debris, accurately documenting load tickets, maintaining truck schedules, and implementing and enforcing safety guidelines at the debris site to promote efficient operations.

Our Team works in cooperation with all local cities, counties, FEMA, Florida Department of Transportation (FDOT) and the National Resources Conservation Service (NRCS) to finalize a "be ready" program that will unify all forms, procedures, contracts and coordination means with all entities involved in any event. Included in this process is the effort to educate all the cities on the procedures to submit for funding from the different funding sources. Our scope also includes hurricane debris removal monitoring and inspection, and management of all monitors, dumps sites, and data record keeping.

Environmental Support: Our Landscape Architecture and Environmental Services staff can pre-determine debris staging areas, and in many cases the environmental clearance protocols can be handled ahead of time. This combination of diverse experience and lessons learned through active involvement with the multitude of local, state, and federal agencies allows our professional emergency managers to anticipate the client's needs and develop comprehensive plans, policies, and procedures to effectively manage debris.

Incident, Health and Safety Management

The management of our organization is committed to providing employees with a safe and healthful workplace. It is our policy that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries and unsafe conditions to their supervisors. No such report will result in retaliation, penalty or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against an employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.



A safety committee has been established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.

The safety committee will be responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee will be responsible for assisting management in evaluating employee accident- and illness-prevention programs, and promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and will be responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented

Risk Management

CGA has experience in providing assurance of a safe workplace by offering the following services in Risk Management and Mitigation:

- Investigating injury/accident claims
- Managing claims and loss control
- Managing OSHA reporting
- Providing modified light duty benefits
- Administering post-accident drug testing
- Providing updates on employee work status
- Administering Worker's Compensation
- Developing safety/security/training manuals and collateral
- Establishing company-wide safety and security programs
- Developing safety checklists

Accident Investigation Procedures

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinator is responsible for seeing that the accident investigation reports are being filled out completely and that the recommendations are being addressed. Supervisors will investigate all accidents, injuries and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries to employees.
- Review the equipment, operations and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the accident's causes.
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

Accident investigation reports must be submitted to either the safety coordinator or supervisor within 24 hours of the accident.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

George R. Keller, Jr.

Vice President, Governmental Services

SUMMARY OF QUALIFICATIONS

Mr. Keller is a Vice President with Calvin, Giordano & Associates, Inc. (CGA) and has been a member of its Management Team since 2005. As Vice President of Governmental Services, he is responsible for acquiring, developing, and managing a variety of public agency contracts, government relations, special projects, consulting services; as well as professional and business development. Prior to joining CGA, Mr. Keller also served as Regional District Manager for Severn Trent Services, engaged in the administration of a variety of special government districts throughout the state of Florida. Mr. Keller also served for twenty-seven years in a wide range of senior public administrator roles in municipal, county and regional government in Florida.

AREAS OF EXPERIENCE

Contract Governmental Services

Mr. Keller is responsible for the overall management and development of CGA's Governmental Services, serving since 2005. Contract Governmental Services provide public entities with options and alternatives to needed essential services, for the jurisdiction's constituents. The application of sound business practices, raised performance expectations, "in-house" developed technology, customer service training, and experienced "hands on" managers; delivers enhanced service levels at decreased operating costs. CGA's Contract Governmental Services are tailored and scaled to the needs of the client, eliminating waste and duplication; including hourly, by project, and long-term operations. CGA's Contract Governmental Services include Municipal Code Enforcement, Building Code Services, Finance and Administration, Wind Mitigation Inspections, Project Management, Grants Administration, and Consulting Services, amongst others.

Administration

Mr. Keller served as a senior member of Broward County's (\$2.5 billion plus budget/7,000 employees) Management Team, directing the Safety & Emergency Services Department (\$88 million budget/900 employees). Departmental operations included Building Code Services, Zoning, Code Enforcement, Emergency Management, Telecommunications, Medical Examiner/Trauma Services, and Fire Rescue. He also served as one of Broward County's Legislative Coordinators, EOC liaisons, and member of the County's E-Government Task Force. Additionally, he volunteered to serve in the creation of the Broward Emergency Support Team (BEST) providing professional field support to first responders. Mr. Keller has extensive Labor Relations experience representing the agency in arbitrations, mediations, negotiations, grievances and litigation.

Previously, Mr. Keller served as the City of Hollywood's Interim City Manager and Assistant City Manager. As a Member of the City of Hollywood senior management team, he was engaged in the overall operations of the municipality. As Director of the Department of Development Administration, he managed all aspects of Land Use Planning, Real Estate Development, Building Construction, Engineering, Neighborhood Programs, and Capital Improvement Programs. He served as a member of the City's Emergency Response Team as well as the Post Disaster Recovery Department Director. As Assistant City Manager, Mr. Keller was responsible for Growth Management, Economic Development, Annexation,

EDUCATION

Master of Arts, with
Teaching Certification

Urban Geography/Urban
and Regional Planning
University of Florida,
Gainesville, Florida, 1978

Bachelor of Science, Urban
Geography, with Honors
University of Florida,
Gainesville, Florida, 1976

Nova Southeastern
University Law School
Coursework, 1996

Florida Real Estate License
(Inactive)

Florida Real Estate
Appraisal Coursework

Professional Development
Seminars/Continuing
Education

PROFESSIONAL MEMBERSHIPS

American Planning
Association

AICP (former)

PROFESSIONAL ASSOCIATIONS

International City/County
Manager's Association,
20 Year Service Award

Hollywood Housing
Authority, Board of
Commissioners,
1994-1997



George R. Keller, Page 2

Engineering, Public Works, the Community Redevelopment Agency, and Neighborhood Improvement Programs. He served as representative and staff liaison to a variety of agencies, advisory boards and organizations at public meetings; and facilitated the implementation of quality development and growth of the tax base.

Mr. Keller administered the U.S. Department of Housing and Urban Development Community Development Program. Responsibilities included the management and evaluation of a multi-million dollar program engaging in neighborhood redevelopment and housing assistance. Specific projects included public works/infrastructure, housing rehabilitation, new housing development and commercial revitalization. He coordinated directly with local, state and federal governments/agencies, private professional, technical and clerical staff. He also has extensive public relations involving the general public, intergovernmental coordination and the news media

Economic Development/Redevelopment

Mr. Keller managed the City of Hollywood's "City Business Center" created to promote economic and business development in the community by facilitating investment and building the tax base through all regulatory processes. He was a senior participant in the production of the City's Economic Development Strategic Plan, Urban Land Institute Downtown Plan and Visions 2000 Program. He served as Interim Director for both the Community Redevelopment Agency and Economic Development Advisory Board; and implemented electronic building plan review and permitting in the City.

Mr. Keller developed local programs/ordinances engaged in downtown redevelopment, beach revitalization and neighborhood preservation. He participated in the production of RFP's and grant applications for consulting services and development projects. Mr. Keller was active in the preparation of economic development programming, and annexation proposals for the local government and property owners.

Budget and Financial Management

Prepared, submitted and managed annual operating and multi-year capital budgets for large, diverse departmental/municipal responsibilities. Identified and developed new and increased revenue sources; while increasing efficiencies/containment through process improvement and applied technology. Administered creative competitive grant applications and procurement from local, state and federal sources. Supported an aggressive posture for public agencies to pursue traditional private sector entrepreneurial opportunities and roles to generate revenues. Prepared program based budgets involving cost estimation and allocation, personnel evaluation and project scheduling. Production of a comprehensive scheme for neighborhood redevelopment and commercial revitalization. Represented the City as a member of the Negotiating Team "at the table" with a variety of bargaining units. Evaluated and developed organizational systems and personnel utilization for productivity increase, cost benefit analysis, and quality control.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Michael Conner, RLA, ASLA

Senior Landscape Architect

SUMMARY OF QUALIFICATIONS

Mr. Conner has more than 25 years of experience in municipal, commercial, and private sector work. As a certified arborist, he is also knowledgeable in all aspects of urban and community forestry planning and tree inventory and appraisal. His expertise lies in site planning, hardscape and landscape design for residential communities, commercial developments, roadways and institutional projects. He also has successful experience in park and recreation planning, wetland mitigation, contract administration, site inspections, and grant writing.

Cooper City Public Works, Landscape Architect/City Arborist (1990-2001). Served as administrator responsible for reviewing development plans, inspecting landscape installations, planning new park construction and managing the City's Urban Forestry program. Served as the staff liaison to the Community Appearance Board, as well as presenting projects to the City Commission. Secured three Urban Forestry Grants, organized eight Tree Care Workshops for all Cooper City residents and conducted a computerized street inventory of all public trees throughout the City. Prepared press releases and award applications as well as storm damage reports for obtaining Federal Disaster Relief funds, specifically for Hurricane Andrew and Hurricane Irene.

Library Park, Weston, FL, Project Manager, Lead Designer. Design of a five-acre passive-use park with outdoor classroom facilities and a historical narrative trail adjacent to a public library, a middle school and a high school, including site design, planting and irrigation design, wayfinding, water features, security design, branding and restroom facilities.

Tequesta Trace Park, Weston, FL, Project Manager, Lead Designer. Created landscape park design for the upgrade of park facilities, new trails, expanded parking, and modification of park programming, including new entry signage and the replacement of the football fields with upgraded drainage systems.

Mary Saunders Park, West Park, FL, Project Manager, Lead Designer. Prepared landscape and irrigation design for facility and parking expansions, upgraded landscape planting and buffers, upgraded park infrastructure.

NW 27th Avenue Streetscape, Miami-Dade County, FL, Project Manager, Lead Designer. Developed a planting and irrigation design for the FDOT roadway through two cities and several districts. The project included design, permitting and the coordination of several consumptive-use permits for varying zones, wayfinding and specialty planting design to provide each city with their own character.

SW 48th Avenue Median Enhancement, West Park, FL, Project Manager, Lead Designer. Obtained funding from Broward Beautiful Community Grant Program for the beautification of SW 48th Avenue medians. Provided landscape and irrigation design as well as construction administration for the four-block project.

Tree Inventory, Weston, FL, Project Manager, Lead Designer. Inventoried, quantified, qualified and mapped into GIS all trees and street signs within the public right-of-way and on city-owned properties.

EDUCATION

Bachelor
Landscape Architecture
Ball State University,
Indiana, 1985

B.S., Environmental
Design
Ball State University,
Indiana, 1985

Ball State Honors College
Sigma Lambda Alpha,
Landscape Architecture
Honor Society

PROFESSIONAL REGISTRATION

Landscape Architect,
Florida License
#LA0001181

ISA Certified Arborist
License #FL0777

PROFESSIONAL ASSOCIATIONS

American Society of
Landscape Architects
Chairperson 1990
Broward Section

Florida Urban Forestry
Council
President 1999

Landscape Inspectors
Society of Florida

International Society
of Arboriculture



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Tammy Cook, ASLA, RLA, LEED AP

Associate, Director of Landscape Architecture

SUMMARY OF QUALIFICATIONS

Ms. Cook leads the Landscape Architectural staff, has 25 years of landscape architectural experience with demonstrated strengths in creative design, graphic presentations, and planting design. She has successfully completed numerous large-scale projects, which encompassed design studies, planting designs, and the various interrelated professions and tasks necessary to manage the projects through to completion.

PROJECT EXPERIENCE

North Shore Neighborhood Improvements, Miami Beach, FL; Landscape Architect; Client: City of Miami Beach: Implemented the City's BODR and designed the planned improvements, including character landscaping, streetscapes, parking, lighting, ADA access and waterline replacement for more than eight miles of urban, neighborhood corridors.

Hickory Point Recreational Facilities, Tavares, FL; Landscape Architect; Client: Lake County Water Authority: The project consisted of the site design of a waterfront park that included marinas, boat ramps, wetland educational boardwalks, environmental signage, fishing stations and a communal pavilion.

Kane Concourse Beautification, Bay Harbor Islands, FL; Landscape Architect; Client: Town of Bay Harbor Islands: Developed streetscape improvements for the town's business district, including specialty paving, street furnishings, wayfinding, landscape planting and irrigation, with particular attention to maintaining the existing Miami Modern architectural quality as a branding element of the corridor.

Joe DiMaggio Children's Hospital Visitor's Clubhouse, Hollywood, FL; Landscape Architect/Project Manager; Client: Memorial Healthcare System: Prepared the site and landscape design for a restorative garden with a playground area specifically for the use by children users of the Joe DiMaggio facility.

Gator Run Park, Weston, FL; Role; Client: City of Weston: Passive park design for a 5-acre community park including lighting improvements, continuous walking paths, children's play equipment, planting and irrigation design. The design provided a butterfly garden and shade structures in proximity to and to build strong connections with the adjacent elementary school

Deering Estate at Old Cutler, Palmetto Bay, FL; Role; Client: Miami-Dade County Park and Recreation Department: Historical restoration and landscape design to repair the damaged areas of the estate following Hurricane Andrews devastation of the property, including detailed archaeological planting design, habitat restoration and planting design for a new visitors' facility.

Sombrero Beach Park, Marathon, FL; Role; Client: City of Marathon: Park master plan and design for the creation of a beachfront park with dune access, volleyball courts, playgrounds, beach amenities, dune and turtle nesting habitat restoration.

Eagle Point Park, Weston, FL; Role; Client: City of Weston: Passive park design for a 4-acre community park including lighting improvements, continuous walking paths, children's play equipment, planting and irrigation design.

EDUCATION

B.S. Landscape Architecture,
Texas A&M University,
College Station, 1987

PROFESSIONAL REGISTRATION

Registered Professional
Landscape Architect,
State of Florida No.
0001328

PROFESSIONAL ASSOCIATIONS

American Society of
Landscape Architects,
Miami Section Chair,
1997-1998

Broward Section Chair,
2003-2004

State Conference
Sponsorship Chair,
2003

ASLA Executive
Committee,
2004-2007

Magic of Landscapes
Board Member,
2006-2007



Tammy Cook, Page 2

Redlands Fruit and Spice Park, South Dade, FL; Landscape Architect/Project Manager; Client: Miami-Dade Park and Recreation Department: Botanical garden design showcasing the relationships between agriculture and culture, with particular attention to creating an around-the-world thematic design with thoroughness in details about planting arrangements, cultivated species and spatial qualities.

Miramar Parkway Landscape Improvements, Miramar, FL; Landscape Architect/Project Manager; Client: City of Miramar: Prepared conceptual designs for gateway features at the entrance into the city. The designs included architectural elements, branding, urban greenways and character planting.

Patricia A. Mishcon Athletic Field, North Miami Beach, FL; Landscape Architect; Client: City of North Miami Beach: Developed site design for an active park facility with multiple fields that established a strong connection to an adjacent linear park housing the city's annual Italian Festival.

Corridors Beautification Master Plan, Weston, FL; Landscape Architect; Client: City of Weston: Developed master plan and landscape design for planting and branding along all major thoroughfares of the city, including lighting and gateway features.

Campus Support Facility, Miami, FL; Landscape Architect/Project Manager; Client: Florida International University: Provided courtyard design for passive outdoor uses, including a water feature, bronze sculpture, planting and irrigation design through careful coordination with the architectural character of the surrounding building.

Biscayne Boulevard Improvements, North Miami Beach, FL; Landscape Architect/Project Manager; Client: City of North Miami Beach: Prepared branding, planting and irrigation design services in coordination with FDOT. The project also included landscape treatments around the existing FPL substation and all coordination of its components.

Cooper City Sports Complex, Cooper City, FL; Landscape Architect/Project Manager; Client: City of Cooper City: Designed an active park with roller hockey rinks, soccer and baseball fields, lighting, restrooms and concessions. An important consideration in the design was establishment of a strong, legible connection to the surrounding neighborhoods and including both a fire station and a police station.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Bruce Bernard

Field Services Manager

SUMMARY OF QUALIFICATIONS

Bruce Bernard has more than 40 years of construction management experience. After graduating from the University of Michigan, Bruce pursued a career in the construction management industry. Bruce held multiple positions including the Public Works Director for the Town of Davie prior to joining the CGA Team. He was then appointed Field Services Manager at CGA. Throughout his career, Bruce has managed hundreds of millions of dollars in construction for federal, state, local and private clients.

PROJECT EXPERIENCE

Field Services Manager – Construction Services Department. Calvin, Giordano, & Associates, Inc. Ft Lauderdale, FL.

- Manage staff of field inspectors involved in projects across South Florida.
- Manage and approval of contractor payment application, change order, claim request and constructive directives.
- Manage conflict resolution between the Contractor and Owner to ensure a timely completion of all projects.

Projects Managed:

- Town of Surfside Utility Rehabilitation Project
- Town of Bay Harbor Island 92nd Street Park construction
- Town of Bay Harbor Island Community Improvement for roadway, water main, lighting and irrigation for Phase 2 and 3
- City of North Miami roadway enhancements
- City of Pembroke Pines Water Treatment Plant Expansion
- City of Pembroke Pines roadway enhancements for SW 172 and 184th Aves
- City of Miramar Wastewater Plant Expansion
- SW 145th Ave and Pembroke Gardens roadway and utility installation
- Jackson Memorial South Hospital Improvements

Public Works Director

Town of Davie, Davie, FL (1981-2006)

Directed operations within department in regard to buildings, parks, roadway, right-of-way, trail system and stormwater maintenance. He was responsible for the management of Town of Davie Capital Projects including construction for parks and governmental buildings. He supervised a staff of seventy-two employees, managed a six-million dollar department budget, and eight million dollar capital improvement budget. During his tenure with the Town of Davie, Mr. Bernard served as Chief Wastewater Operator, Assistant Utility Director, Capital Projects Coordinator, and Chief Engineering Inspector.

Lead Operator Wastewater Plant

City of Lauderhill, Lauderhill, FL. (1976-1981)

Lead Operator Mr. Bernard supervised the operations at a 4 MGD Wastewater Plant with sand filters with polishing pond for surface water discharge. He gained experience in dealing with governmental agencies, activity reports, payroll detailing and supervisory skills overseeing a staff of ten.

EDUCATION

University of Michigan,
1972

PROFESSIONAL REGISTRATION

TIN# 01170003

CTQP Final Estimates 1

ACI Concrete Field Tech

CTWP Earthwork Level 1

Traffic Construction
Certificate of Training

Disaster Debris
Management

FEMA Emergency
Management

Utility Terrorism
Preparation & Response

Asphalt Pavement
Maintenance

Licensed in Water
and Wastewater Plant
Operations

OSHA 10 Hour Safety
Certified



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Arelis Valero, Ed.D, MSHSA *Director, Human Resources*

SUMMARY OF QUALIFICATIONS

Ms. Valero provides Human Resources Management and Organizational Development services to public and private sector clients (i.e., cities of Weston, West Park, and Dunwoody, GA). Responsible for the administration and management of services to include: recruitment and selection; employee orientation; employee development and training; collective bargaining and labor relations; classification and pay; benefits, including conducting competitive benefits and compensation analysis and studies; development and management of employee performance appraisals; competitive salary adjustments; development of administrative policies and procedures manuals; workmen's compensation and risk management, among others. Provided consultation and support in the creation of private and public entities employee handbooks. Ms. Valero created and implemented a performance review system based on accountability – including a customized competency dictionary. She also created and implemented job descriptions, and classification and pay plans. Her hands-on approach providing total customer support to organizational clients and staff.

State of Florida, Broward County Health Department, Human Resources Director:

Responsible for the administration and management of all HR and Organizational Development functions of a large County Health Department, encompassing all aspects of HR Management (i.e., recruitment and selection, employee relations, benefits, payroll, among others). Conducted competitive benefits and compensation analysis and studies. Developed administrative policies and procedures. Coordinated Worker's Compensation and Risk Management procedures, among other functions.

State of Florida, Miami-Dade County Health Department, Human Resources Director, Health Care Administrator, Program Director

Human Resources Director: Management of all HR and Organizational Development functions of a large County Health Department. Developed administrative policies and procedures manuals; and coordinated labor and employee relations; among other functions.

Health Center Administrator: Responsible for the administration and management of a large, self-sufficient public health center. Functions included but were not limited to: facilities management; safety operations; budgeting and finance; contract services; tenant relations; collections; purchasing; data processing; community service and relations; marketing; public speaking; emergency management; grounds keeping; security; and hazardous materials handling. Required substantial interface with community and governmental entities promoting center activities.

Program Director: Independent and complex administrative work developing, recommending, and implementing process management solutions for various programs. Responsible for all administrative aspects of the programs directed to include: Human Resources, Purchasing, Budgeting, Contracts, Auditing, Quality Assurance, and Information Technology. Responsible for the development of administrative policies and procedures, and the formulation of community awareness programs. Established policy, and effected operational changes.

EDUCATION

Doctorate in Organizational Leadership,
Nova SE University, Fort Lauderdale, FL

Bachelor of Psychology, Sociology and Anthropology, Florida International University

PROFESSIONAL REGISTRATION/ CERTIFICATIONS

Society for Human Resource Management

Human Resource Association of Broward County



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Hector Perez

Associate, Director of Data Technologies & Development

SUMMARY OF QUALIFICATIONS

Mr. Perez has 17 years of experience in the field of technology with 14 of these years focused on GIS technology and its applications. Mr. Perez manages the developmental procedures for all projects within the Data Technologies and Development Department at CGA. His responsibilities fall within the disciplines of GIS, Application Development, INKforce and web development. He also manages all Information Technology related projects at a corporate-wide level in addition to client related IT implementations. He provided overall Project Management for GIS projects involving data development, data conversion and data collection for Monroe County and the City of Miramar, Lauderhill, Weston, Lauderdale Lakes and Greenacres. He is responsible for the implementation of full-scale GIS for the Florida cities of Weston, Sunny Isles Beach, and the South Broward Drainage District. Prior to joining CGA, Mr. Perez played a vital role during the inception of GIS at the Broward County Property Appraiser's Office GIS Department. He developed many phases of the data conversion process and integration of GIS standards for the Broward County parcel base map.

As Associate of Data Technologies and Development, Mr. Perez is responsible for all ongoing management of daily IT activities within CGA and outside clients. His duties include full responsibility and accountability of all hardware and software implementations and integrations into the existing production environment. Responsibilities are for planning new migrations of existing network environments (hardware and software) and managing all deployments. He is ultimately accountable for all IT purchases and all recommendations on system upgrades. Oversees IT staff on all corporate and client based objectives.

His responsibilities also include INKforce software development at a Project Management level and services each implementation as the day-to-day project manager for the entire life cycle of the project (as described below).

Other responsibilities include management for all aspects of software and application development, which includes the inception, management and deployment of INKforce™, Exceptional Software Solutions. He plays an integral part in all aspects of marketing and business strategies of all INKforce™ software modules, including Code Enforcement Tracking, Building and Permitting Tracking and Fire Inspection Tracking. He oversees and manages all INKforce™ Sales staff, Software Engineers and Application Developers.

PROJECT EXPERIENCE

Information Technology

- **Director / Calvin, Giordano & Associates, Inc. Fort Lauderdale, Florida.** Involved in ongoing management of daily IT activities within CGA. Duties include full responsibility and accountability of all hardware and software implementations and integrations into the existing production environment. Responsible for planning new migrations of existing network environments (hardware and software) and managing all deployments. Accountable for all IT purchases and responsible for all recommendations on system upgrades. Oversees IT staff on all corporate and client based objectives.

EDUCATION

B.S. Technical Mgmt,
Devry University,
Miramar, FL, October 2009

Geographic Information
Systems Program, Ferris
State University

Courses in Math for
Mappers, Public Land
Survey Systems, and
Interpretation of Legal
Descriptions, Florida
Association of Cadastral
Mappers

Undergraduate Courses
in Architecture Broward
Community College,
Florida

Undergraduate Courses
in Engineering
Miami-Dade Community
College, Florida



Hector Perez, Page 2

- **Project Director / Information Technology Services, Town of Surfside, Florida.** Coordinates all IT functions for the Town of Surfside. Prepares budgets, specs, budgets and strategic plan in an effort to meet all goals and objectives requested by the Town. Coordinates with all departments to ensure IT objectives are being met. Presents all IT related items to the Commission including budgets, usability, functions and ROI.

GIS (Geographic Information Systems)

- **Project Lead / Miramar Utilities Conversion** – Project Lead for development of GIS pavement data into GIS. All paved roadways were digitized from aerials imagery All datasets were used in the City's pavement inventory asset management system. The project also included the creation of all easements, platted boundaries, utilities conversion for the pilot area, and web-based GIS enabled Document Management System to retrieve as-built drawings. Responsible for completing project on time and within budget.
- **Project Manager / Asset Inventory, Cutler Bay, Florida.** Completed a storm water utility infrastructure Inventory from the ground up for the Town. The Town contracted CGA to locate storm water utility structures using tradition surveying methodology. The information collected in the field was converted and imported into GIS data layers. CGA also coordinated with the [insert client here]'s contractor to have each structure cleaned. Additional data was collected as each structure was cleaned by the Town's contractor and CGA included these attributes in the data as well. The data was delivered to the Town as usable electronic map exhibits and GIS data layers. This project was completed under budget and within the allowable time frame.
- **Project Manager / GIS Implementation, Weston, Florida.** Project involves developing, updating, and maintaining all GIS coverages for the City. The coverages include, but are not limited to, City boundary, parcel base map, streets, addresses, utilities (water, sewer, and storm drainage), residential commission districts, business locations, parks, school boundaries, refuse pick-up, etc. CGA implemented these coverages into an interactive GIS Map Service that is accessible through the City's official web site. Also provide general mapping and GIS support to City staff.
- **GIS Coordinator / Developed Survey Quality Parcel Base Map for Broward County Property Appraiser's Office, Lauderhill, Florida.** Developed parcel line information detailed to the lot level. All recorded plats, metes and bounds descriptions and condominium parcels were entered using coordinate geometry to create a base map that was accurate within +/- .5 feet. The final product was delivered in an ArcINFO format and was appended to the Broward County Property Appraiser's GIS parcel base map.
- **Project Director / GIS Data Development, South Broward Drainage District, Florida.** Project involves developing and updating all GIS coverages for a 72-square-mile area. Data layers include, but are not limited to, parcel base map, easements, lakes, canals, lake interconnects, pump stations and staff gauges.
- **Project Manager / GIS Data Development, Monroe County, Florida.** Coordinated CGA staff, Monroe County staff and ESRI technical consultant from the development of a Zoning Geodatabase through the implementation of an interface to maintenance of the Zoning layer.
- **Project Director / GIS Data Development, Sunny Isles Beach, Florida.** Project involves developing, updating, and maintaining all GIS data layers for the City. The data layers currently include, but are not limited to, City boundary, parcel base map, streets, zoning, land use and FEMA. CGA is currently implementing these data into an interactive GIS Map Service that is accessible through the City's official web site. CGA is also providing general mapping and GIS support and training to City staff



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Helene Wetherington, AICP, CEM

Director of Emergency Management Services

SUMMARY OF QUALIFICATIONS

Ms. Wetherington has 17 years of federal, state and local emergency preparedness, planning, response, and recovery experience. She has overseen all-hazards comprehensive emergency management planning and mitigation initiatives with public, private, and non-profit organizations. She has developed and instructed FEMA and state sponsored response and recovery training curriculum, and lead all-hazards table-top, functional, and full-scale exercises. She coordinated GIS integration efforts into the emergency management planning processes and support evacuation transportation planning efforts. She has responded to over 20 federally declared disasters including hurricanes, floods, tornadoes, terrorism biological attack, wild land fires and mass casualty events. She is a certified emergency manager, EMAP assessor, and AICP certified planner.

PROJECT EXPERIENCE

Emergency Management Training

Comprehensive Emergency Management Plans: CGA developed Comprehensive Emergency Management Plans for the cities of Kissimmee, St. Cloud, Weston, Surfside, West Park, Lauderdale Lakes, and Palm Beach County. The plans engaged functional stakeholders through a series of facilitated workgroup discussions. The plans met National Incident Management System requirements while ensuring to address the unique preparedness, response, recovery, and mitigation needs of each community.

Continuity of Operations Plans: developed a range of Continuity of Operations Plans for local jurisdictions throughout Florida including Martin County, Orange County, cities of Sarasota, Belle Glade, South Bay, Pahokee, St. Cloud, Kissimmee, and Oakland Park. The plans identify processes, systems, personnel, facilities, and equipment to ensure that governmental agencies can continue to provide essential services when buildings are rendered inoperable.

Post-Disaster Redevelopment Plans: managed the development of the Polk County Martin County, Indian River County, St. Lucie County, Hernando County, Sumter County, and Osceola County Post-Disaster Redevelopment Plans that focused on a holistic approach to redevelopment. The plans addressed community sustainability and quality of life such as government solvency, economic redevelopment, provision of health and human services, environmental restoration, rebuilding the community with increased disaster resiliency. Through a series of interactive, facilitated working sessions, stakeholders evaluated building and housing; government operations, land use, environment, health and human services, and economic redevelopment.

Catastrophic Plan: CGA served as technical advisors and planning staff to the FEMA sponsored catastrophic planning effort in South Florida where CGA was responsible for developing numerous plan components. The project used a local-up approach to develop or enhance regional response and recovery plans to strengthen the coordinated response by federal, state, and local resources. As part of the planning team, we supported the FLCP Project by assisting in a host of planning activities, such as providing technical assistance directly to the counties; conducting workshops, meetings, and research; and coordinating with local, tribal, state, federal, private industry, critical infrastructure, and non-profit partners.

EDUCATION

Masters of Science in
Public Administration -
Florida Atlantic University,
Boca Raton, Florida, 2004

Masters of Science in
Urban and Regional
Planning, Florida State
University, Tallahassee,
Florida, 1993

Bachelor of Arts in Political
Science, Magna Cum
Laude, University of North
Florida, Jacksonville,
Florida, 1991

PROFESSIONAL AFFILIATIONS

Florida Emergency
Preparedness Association

American Planning
Association

International Association of
Emergency Managers

National Emergency
Management Assessment
Program (EMAP) Assessor

Governor's Hurricane
Conference, Vice President

AWARDS

Palm Beach County
Administrator's Golden
Palm Award 2002 for
Anti-Terrorism Program
and plan development
(2002)

1000 Friends of Florida
Carl Feiss Award for
excellence in planning
(1999)



Helene Wetherington, Page 2

Standard Operating Procedures: CGA developed Infrastructure Branch Coordination Procedures for the Town of Dave, the City of Weston, and the City of West Park which direct infrastructure assessment, emergency repairs, utilities assessment and restoration, emergency fuel, and communications systems assessment processes.

Sea Level Rise Adaptation Strategies: Through a contract with the Florida Department of Community Affairs, developed an vulnerability analysis, and recommendation for adaptation and mitigation options for sea level rise impacts in a model case study for Palm Beach County. Developed a handbook to incorporate these strategies in post-disaster redevelopment planning efforts.

Municipal Emergency Management Contract Services: managing the initial development and maintenance of two municipal emergency management programs (West Park, and Weston) including the development of Comprehensive Emergency Management Plan, procedures, and policies. Conducted on-site training and exercises to test operational capability of the staff to implement the plan.

EOC Relocation Exercise: designed, implemented, and evaluated the HSEEP compliant COOP Exercise to test Orange County's ability to relocate their primary emergency operation center. An After Action Report will be generated post exercise to identify strengths and weaknesses in adherence of plan protocols and provide recommendations on specific areas for improvement.

Web-based training curriculum: Developed a web based training curriculum for local community implementation of a post-disaster redevelopment planning initiative for the Florida Department of Community Affairs. Also developed a web-based training curriculum for executive level training on disaster housing programs.

Palm Beach County, Division of Emergency Management (DEM), Assistant Director (1998–2004). Ms. Wetherington administered programs and managed personnel for emergency planning, training, exercise, recovery and mitigation programs. She oversaw programmatic strategic planning processes, grants management and contracts totaling over 14 million dollars. Ms. Wetherington was a member of the Regional Domestic Security Task Force and played a key role in response to over a dozen natural disasters and terrorist events in Palm Beach County including hurricanes, floods, tornadoes, and the Boca Raton Anthrax attack

Florida Department of Community Affairs, Division of Emergency Management, Area Coordinator and Community Assistance Consultant (1993-1998). Ms. Wetherington responded statewide to over 10 federally declared disasters in Florida acting as the State Emergency Response Team liaison in local EOCs and in the Disaster Field Office during recover operations. She provided planning and training support related to all hazards preparedness, response, recovery, and mitigation within an eight county region.

Florida Coastal Management Program, Planner IV (1992–1993). Ms. Wetherington served as the Intergovernmental coordinator for the coastal information exchange between government agencies. She coordinated reporting requirements of coastal permitting and enforcement activities of coastal agencies. Ms. Wetherington also reviewed competitive grant applications for federal funding and conducted public outreach including presentations, training sessions, and articles for the newsletter.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Marcos Mendoza

Site Designer

SUMMARY OF QUALIFICATIONS

Mr. Mendoza directs the landscape architectural staff in all code compliance and site design issues. His expertise lies in the production and development of several residential communities and large-scale commercial projects. He assists in quality control of project documents through developments in standards and systems consultation. He has also had experience in the development of institutional, educational and healthcare projects.

PROJECT EXPERIENCE

Vista Park Phase I, Weston, FL, CAD Drafter. Site design and landscape design for an active park that included four league-standard softball fields, four soccer fields, concession stands, restrooms, canal-side nature trail, a tot lot, parking and lighting design.

Sombrero Beach Park, Marathon, FL, CAD Drafter. Site design and landscape design for an active park that included four league-standard softball fields, four soccer fields, concession stands, restrooms, canal-side nature trail, a tot lot, parking and lighting design.

Gator Run Park, Weston, FL, CAD Drafter. Passive park design for a five-acre community park, including lighting improvements, continuous walking paths, children's play equipment, planting and irrigation design. The design provided a butterfly garden and shade structures near the adjacent elementary school to build strong connections with the school.

Jewish Community Center, Cooper City, FL, CAD Drafter. Developed landscape planting and irrigation designs for an expansion of the community center including a new educational component and gymnasium with added parking.

Our Lady Queen of Heaven Cemetery, North Lauderdale, FL, CAD Drafter. Prepared landscape planting and irrigation plans to complement the design of the cemetery.

Our Lady Queen of Mercy Cemetery, Doral, FL, CAD Drafter. Prepared landscape planting and irrigation plans to complement the design of the cemetery.

Cobblestone, Pembroke Pines, FL, Site Design. The site design and community master plan included residential components, open space design, planting and irrigation design, general civil engineering, lighting design and environmental mitigation services. Designed components included recreational areas, entry sign features, wayfinding elements, design guidelines and recreational trails.

Pembroke Cay, Pembroke Pines, FL, Site Design. The site design and community master plan included residential components, open space design, planting and irrigation design, general civil engineering, lighting design and environmental mitigation services. Designed components included recreational areas, entry sign features and wayfinding elements. The design was initially conceived as part of a larger DRI master plan that included a large lifestyle center component.

Meadow Pines, Pembroke Pines, FL, Site Design. The site design and community master plan included residential components, open space design, planting and irrigation design, general civil engineering, lighting design and environmental mitigation services. Designed components included recreational areas, entry sign features, wayfinding elements and recreational trails. The project focused on establishing a community sensitive to, and centered on, a cypress preserve.

EDUCATION

Miami Dade Community
College, Miami, Florida
A.A. in Architecture
Florida State University,
Tallahassee, Florida



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Bill Teauro

Landscape Reviews and Inspections

SUMMARY OF QUALIFICATIONS

Mr. Tesauro is a landscape consultant with more than 30 years of experience in the public and private sectors of South Florida. He worked for the City of Hollywood for 19 years both as a supervisor, assistant forestry landscape superintendent, and acting forestry and landscape superintendent in the Forestry and Landscape Department as well as site planner in the Community Development Department. Currently, Mr. Tesauro is a landscape consultant specializing in landscape DRC review, tree preservation, landscape inspections, landscape and tree preservation code writing, and annual landscape inspections to an extensive range of municipalities and developers throughout the Tri-County Area.

Mr. Tesauro also provides professional written reports, studies, recommendations, handles general public concerns and complains for landscaping in both the private and public sector. He is a Florida Certified Landscape Inspector, and also provides International Society of Arboriculture determinations for existing tree species.

EXPERIENCE

Public Sector - City of Hollywood. Mr. Tesauro utilizes his 19 years of valuable management and professional experience gained from the City of Hollywood for his current position. During his 13 years in the Forestry Landscape Department he was responsible for the operation and administration of all employees engaged in landscape, irrigation, urban forestry, grounds maintenance, tree maintenance, athletic fields, turf management and the operation of a city nursery. Along with this experience, he has over 6 years as a Site Planner in the Community Development Department. There he increased his professional and technical knowledge and had direct responsibility for DRC landscape reviews, tree preservation, landscape inspections, landscape and tree preservation codes writing, and annual landscape inspections. Including but not limited to other duties included obtaining grants, speaking engagements, writing numerous articles on landscaping, developing educational programs/materials, presenting educational programs, Arbor Day ceremonies, resolving landscape complaints and coordinating all other landscape related matters.

Site Plan Reviews. Mr. Tesauro provides or has provided landscape site plan reviews for the following South Florida Tri-County municipalities: City of Weston, City of Hollywood, City of Miramar, City of West Park, City of North Lauderdale, City of Davie, City of Dania Beach, Town of Surfside, Town of Lake Park, and Village of Wellington.

Tree Preservation. Mr. Tesauro provides or has provided Tree Preservation supervision for the following South Florida Tri-County municipalities: City of Weston, City of Hollywood, City of West Park, City of Dania Beach, and Village of Wellington.

Landscape Inspections. Mr. Tesauro provides or has provided landscape inspection supervision for the following South Florida Tri-County municipalities: City of Weston, City of Hollywood, City of Miramar, City of West Park, City of North Lauderdale, City of Dania Beach, Town of Surfside, Town of Lake Park, and Village of Wellington.

Landscape and Tree Preservation Code Writing. Mr. Tesauro has written or revised Landscape and/or Tree Preservation Codes for the following South Florida municipalities: City of Weston, City of Hollywood, City of West Park, City of Dania Beach, Town of Palm Beach and Town of Surfside.

EDUCATION

Broward County College,
AS, Landscape Technology

PROFESSIONAL REGISTRATION

Past Appointed Broward
County Tree Advisory
Committee Member

Landscape Inspectors of
Florida Certified Landscape
Inspector #125 and Past
Board Member

AWARDS

Public Works Employee of
the Year, 1985

Nominator of Four National
Register Big Trees for
the American Forestry
Association, 1991

Nominator of Nine Florida
Champion Trees for the
Florida Department of
Agriculture and Consumer
Services, 1992

Florida Urban Forestry
Council Award for Maple
Ridge Mitigation Project,
2002

19 Continuous Tree
City USA for the City of
Hollywood

Tree City USA Growth
Award for the City of
Hollywood 1991

City of Weston NIMS Level
3 Certification



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

David Grasso-O'Brien, LEED AP

Landscape Inspector

SUMMARY OF QUALIFICATIONS

Mr. Grasso-O'Brien is a certified Florida Landscape Inspector with over seven years of experience. He performs landscape inspections and code enforcement services for projects within the cities of Weston, West Park, and North Lauderdale. Additionally, Mr. O'Brien has experience in monitoring invasive plant species and GIS for tree inventory.

PROJECT EXPERIENCE

Landscape Inspector, Calvin, Giordano & Associates, Fort Lauderdale, Florida (April '05 – Present)

- Conduct landscape inspections for Hallandale Beach Boulevard FDOT Landscape Improvements Project (September 2006).
- Conduct landscape inspections for Opa Locka Executive Airport, Miami-Dade County Aviation Department Landscape Improvement Project (January to March 2007).
- Conduct landscape inspections for Miami International Airport Landscape Improvement Project (January to March 2007).
- Conduct landscape inspections and enforce municipal landscape codes for City of Miramar (April to August 2005).
- Conduct landscape inspections and enforce municipal landscape codes for City of North Lauderdale, West Park and Weston.
- Arrange and execute annual landscape inspections of commercial properties for City of Weston. Prepare reports and schedule follow up inspection for code compliance.
- Meet with landscape contractors, managers and owners to discuss and educate best management practices within the City of Weston.
- Meet with irrigation contractors to have them demonstrate irrigation compliance and required irrigation coverage and overlap for City of Weston.
- Attend special magistrate hearings for City of Weston and City of West Park relating to tree preservation and landscape code compliance.
- Monitor for invasive exotic and nuisance species of plants for City of Weston
- Assist Code Compliance Department enforcing health and safety codes for City of North Lauderdale (November 2005 to January 2006).
- Process tree removal and relocation permits and responsible for inspection approvals for City of West Park and Weston.
- Record GPS coordinates and identify landscape plant material in GIS format for City of Weston and the City of Lauderdale Lakes tree inventory.

EDUCATION

Bachelor of Science
in Environmental
Horticulture, University
of Florida, Gainesville, FL,
2008

Bachelor of Science in
Agronomy, University of
Connecticut, Storrs, CT,
2001

PROFESSIONAL REGISTRATION/ CERTIFICATIONS

Florida Nursery Growers
and Landscape
Association HP
Cert#H67-5646

International Society
of Arboriculture ISA
Municipal Specialist
Certificate #FL-1336AM

Florida Landscape
Inspector
Cert#2003-0236

FACE Code Enforcement
Level III Certification

LEED Accredited
Professional BD+C

PROFESSIONAL ASSOCIATIONS

Member of International
Society of Arboriculture

Member of Landscape
Inspectors Association
of Florida

Member of USGBC

Member of Florida
Association of Code
Enforcement



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Sandra Lee, AICP CEP, LEED AP BC+D *Director, Environmental*

SUMMARY OF QUALIFICATIONS

Ms. Lee has 20 years of professional experience and directs CGA's Environmental Department coordinating our regulatory permitting, environmental planning, site assessment, resource management and environmental technical support services. Before joining CGA, Ms. Lee was a Biologist with the Growth Management Division of Monroe County. During the three years that CGA provided planning and zoning services for the newly incorporated City of Marathon, she lived full-time in the Florida Keys and was responsible initially for all the environmental planning for the City of Marathon and subsequently for a full range of planning services for the City. Prior to relocating to Fort Lauderdale, Ms. Lee was a resident of the Florida Keys for 10 years where she became very familiar with the environmental sensitivities regarding the flora, fauna, land and special government programs governing and protecting the 160-mile string of coral islands making up the Keys, a designated area of critical State concern. In general, Ms. Lee:

- Provides technical support, environmental resource management, environmental planning and sustainable development services to public and private entities
- Provides permitting services to obtain environmental resources permits at the local, state and federal level
- Coordinates inter-agency and multi-disciplinary team efforts
- Provides most feasible development and mitigation options, and the probable costs for mitigation options
- Prepares Coastal and Conservation Elements for Comprehensive plans, coordinates on Comprehensive Plan Evaluation and Appraisal Reports (EAR) and EAR based amendments
- Designs wetland mitigation plans, provides bidding and construction oversight services for the construction and installation of mitigation and natural areas
- Manages the compliance monitoring on over 2,000 acres of constructed wetlands and administers the maintenance contract on over 2,000 acres of created and enhanced wetlands
- Conducts and manages field staff conducting wetland, wildlife and habitat assessments, imperiled species surveys, mitigation compliance monitoring reporting, and tree surveys

ENVIRONMENTAL RESOURCE PERMITTING EXPERIENCE

Archdiocese of Miami Blessed John XXIII Religious Facility, Miramar. Responsible for environmental permitting, which included the site assessments, wetland assessments and obtaining a U.S. COE, a Broward County and two South Florida Water Management District permits; one for the development site and one for a newly constructed off-site mitigation area. Nearly the entirety of the development site was wetland and was comprised of multiple habitat types and qualities. The Archdiocese had previously obtained environmental resource permits for this project and purchased mitigation previously constructed under a prior project. However, the Archdiocese had let all permits expire and needed to again go through the entire permitting process, this time under new regulatory criteria. Permitting required extensive negotiation to allow the previously purchased mitigation to continue to apply to this project. Additional off-site mitigation was also required. Also designed the newly constructed off-site mitigation area, conducted the construction oversight and long term compliance monitoring and maintenance oversight for the off-site mitigation area.

EDUCATION

M.A. Biology/Ecology,
Magna Cum Laude
St. Cloud State University,
Minnesota
B.A. Biology/Botany,
Magna Cum Laude
St. Cloud State University,
Minnesota

PROFESSIONAL REGISTRATION

American Institute of
Certified Planners
No. 018627

Green Building
Certification Institute
LEED A.P. BD+C
NO. 10215598



Sandra Lee, Page 2

Pembroke Lakes Square/Miramar Pinelands Natural Area. Responsible for coordinating and finalizing the permitting through the U.S. COE, Broward County and the SFWMD with mitigation plan components from multiple firms for the construction of a commercial complex in Pembroke Pines on a 26+ acre site that was entirely wetlands. Mitigation was constructed in Miramar on the County owned Miramar Pinelands Natural Area that was purchased with State funding. The project required a tri-party agreement with County Commission approval for mitigation construction on County park land. Also obtained a permit modification for additional adjacent wetlands purchased and added to the development site; coordinated the purchase of mitigation bank credits for the additional land.

City of Weston Public Lands. Obtained a water use permit from the South Florida Water Management District for nearly 1000 acres of irrigated public land.

City Center Parking, Pembroke Pines. Responsible for environmental permitting, which included the site assessments, wetland assessments and obtaining a U.S. COE, a Broward County and a South Florida Water Management District permit for the development site and a newly constructed off-site mitigation area. Nearly the entirety of the development site was wetland and was comprised of multiple habitat types and qualities. The development fell within an FPL power line easement requiring additional coordination with FPL. A mitigation plan was developed for the conversion of an off-site golf course to wetlands. The U.S. COE permit required the coordination of purchasing mitigation bank credits.

Dania Cove Park, Dania Beach. Obtained permits to install site improvements required by an FCT grant including dock, shoreline platform and shoreline protection measures on a City park facility along the Dania cut-off canal. Designed a stabilization system for a badly eroded and unstable shoreline embankment and developed a shoreline vegetation plan.

Pembroke Harbor, Pembroke Pines: Coordinated final issuance of permits, with multiple firms, for a 170 acre residential and commercial development project utilizing 34 acres of on-site mitigation and the purchase of 55 mitigation bank credits. Completed the final mitigation plan and planting chart. Conducted the site assessment and obtained a permit modification for a roadway extension which included additional wetland impacts and the purchase of additional mitigation bank credits.

Verizon Switch Station, Pembroke Pines. Obtained a permit transfer to Verizon and a permit modification for a Verizon project with AT&T as a co-permittee, modified the final mitigation plan.

Increment III Mitigation Areas, Weston. Re-permitted Increment III of the Weston DRI through Broward County and amended the Increment II Conservation Easement dedicated to FDEP

Increment III, Weston. Conducted the quarterly, five year compliance monitoring and reporting program on 1,535 acres of sawgrass marsh, tree island, constructed refugia, and lake-shelf habitat, documented utilization by a wide variety of wildlife including the federally listed Snail Kite.

Pembroke Falls, Pembroke Pines: Conducted the quarterly, five year compliance monitoring and reporting program on 203.69 acres of forested wetland, marsh, hammock, and open water, documented Wood Stork utilization.

Memorial Hospital, Miramar. Conducted the quarterly, five year compliance monitoring and reporting program on 51.08 acres containing slough, marsh, wet prairie, and tree island habitat; documented utilization by flamingos.

Isles at Weston, Weston. Conducted the quarterly, five year compliance monitoring and reporting program on 64.55 acres of marsh containing shallow channels and hydric islands which also contains an archaeological site.

Blessed John XXIII Religious Facility, Miramar: Conducted the quarterly, five year compliance monitoring and reporting program on 6.72 acres of slough, marsh, and wet prairie habitat located among other mitigation sites.

Pembroke Harbor, Pembroke Pines. Conducted the quarterly, five year compliance monitoring and reporting program on 31.2 acres of wetland containing emergent marsh, tree islands, and open water with a hydric berm separating the mitigation from an adjacent drainage canal.

Miramar Pinelands: Conducted the quarterly, five year compliance monitoring and reporting program on 31.9 acres of wetland creation located on Broward County Park land at the historic head of the Snake Creek slough, contains open water and wet prairie habitat.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

Ernesto Carreras Diaz

GIS Specialist

PROJECT EXPERIENCE

Calvin, Giordano & Associates - Fort Lauderdale, Florida USA - GIS Specialist

- Member of Data Technologies and Development Division.
- Assist GIS Manager, Project Managers and / or Project Engineers in various GIS related projects.
- Daily activities included the production of spatial data, development and maintenance of spatial
- Enterprise databases, topological analysis, data conversion between various formats, and spatial analyzes.
- Develop tools to automate the monthly updates of parcel ownership (Created custom ArcToolbox tools to automate monthly property updates).
- Collaborate in the ten-year program of the Office of the U.S. Census [2010 Decennial Census Local
- Update of Census Addresses (LUCA)]. This program allows the Census Bureau to benefit from the expertise of local agencies in developing its Master File Address (Master Address File - MAF) for the 2010 Census.
- Programming using VBA Script language in order to customize ArcPad applications 7x.
- **Impact analysis caused by natural events - hurricanes and floods**
Implemented HAZUS-MH tools designed by FEMA to estimate potential losses incurred after a natural disaster. Assess the vulnerability of hazards in various communities. Estimated risk category according to the level of a hurricane or flood. Estimated debris to determine the number of trucks needed for clean-up purposes.

Geographic Mapping Technologies, Corp. - San Juan, PR

Sales Manager - GIS Division

- Determine annual unit and gross-profit plans by implementing marketing strategies; analyzing trends and results.
- Establish sales objectives by forecasting and developing annual sales quotas for regions and territories; project expected sales volume and profit for existing and new products.
- Design, develop, and deploy Enterprise GIS solutions for our clients that maximize information resources across the organization.
- Develop Enterprise GIS solution proposals and demonstrations.
- Coordinate and participate in GIS related conferences for various industries to educate professionals on new technology trends in their fields.
- Other daily activities included:
 - » Develop web applications and feature services using ArcGIS for Server technology.
 - » Configure smartphone and tablet mobile application using ArcGIS for Server technology.
 - » Configure ArcGIS Online for Organizations.
 - » Implemented Arcpy.mapping (Python scripting) to automate map production.
 - » Offered Esri Certified Trainings for
 - » Process LiDAR data

EDUCATION

University of Redlands
Redlands CA, USA
2006

Masters in Science:
Geographic Information
Sciences

The University of Akron
Akron OH, USA
2005

Masters in Science:
Geography/Geographic
Information Sciences

Universidad de Puerto
Rico –Rio Piedras Campus
San Juan, PR
2003

Baccalaureate in Arts
Cum Laude Degree



Ernesto Carreras Diaz, Page 2

Faculty of Social Sciences - Department of Geography, University of Puerto Rico, Río Piedras - Professor of Global Positioning Systems Technology

- In charge of the course GEOG4015 - Independent Studies: Global Positioning Systems.

Post Baccalaureate Certificate in Geographic Information Systems (GIS) - Division of Continuing Education and Professional Studies, University of Puerto Rico, Río Piedras Campus, San Juan, PR - Professor of Global Positioning Systems Technology

- In charge of the course GEOG3915 - Advanced Geographic Information Systems.

Faculty of Social Sciences - Department of Geography, University of Puerto Rico, Río Piedras Campus, San Juan, PR - Professor of Geographic Information Systems (Advanced Level)

- In charge of the course GEOG3915 - Advanced Geographic Information Systems.

Geographic Mapping Technologies, Corp., San Juan, PR - GIS Analyst

- Member of the group responsible for providing technical support and consulting services to the Planning Board of Puerto Rico in the development of the new spatial permits module.
- Team leader of the group responsible for the development of the land use map for Puerto Rico -Xplorah Project.
- Project manager for the digitizing and measurement of the external plant easement for Puerto Rico Telephone Company - PRT Project.
- Assist Project Managers in various GIS related projects, e.g. El Nuevo Día (Main local newspaper), Puerto Rico Electric Power Authority (PREPA), among others.
- Daily activities included production of spatial data, development and maintenance of Spatial Enterprise databases, topological analysis, and data conversion between various formats and spatial analyzes.
- Develop tools to automate various processes related to measurement project easements. These processes include geographic data import, data conversion, normalization of attribute table, and creation of reports.
- Develop mobile projects for ArcPad 10x.

Harris Corporation / Government Communications Systems Division (GCSD) , Melbourne, FL, USA - GIS Analyst - Level II

- Team Leader for the Data Analysis team. This team was responsible for normalizing the attribute table linked to the TIGER data using Visual Basic (VB) programming language.

Summit Soil and Water Conservation District , Cuyahoga Falls, OH, USA - Internship: GPS and GIS Specialist

- Assist the Project Manager in the coordination, office and field data acquisition, and development of a water supply inventory for the Fire Department in Coventry Township, Ohio using GPS and GIS.

University of Akron - Geography & Planning Department , Akron, OH, USA - Cartographer Assistant Graduate Level

- Assist in the creation of maps, diagrams and posters using ArcGIS programs and CorelDraw.
- Develop a Web mapping service for the Department of Geography and Planning using ArcIMS technology.
- Assist in the development of maps for the book Latin American Geography. Guilford Press, Author: Dr. Robert



FINANCIAL STABILITY

Calvin, Giordano & Associates, Inc (CGA), is a privately held corporation, and as a general practice, does not require annual audited statements. We are, therefore, providing the following information that is the most comprehensive, independently produced documentation that we have that meets your financial disclosure requirements. Please find the following requirements:

1. Federal Income Tax Filings for 2011 and 2012 prepared by
Clausson P. Lexow CPA, PA
3999 Sheridan Street, Suite 202
Hollywood, Florida 33021
2. Copy of latest ESOP Valuation Report prepared by
Sheldrick, McGehee & Kohler, LLC
One Independent Drive, Suite 3140
Jacksonville, Florida 32201

This includes the following

- A. Cover Letter
 - B. Business Description
 - C. Financial Performance
3. Reference letter from Sun Trust Bank

This remainder of this section has been redacted, please contact the City Clerk's office for this information.



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

STANDARD QUALIFYING DATA, FORMS, CERTIFICATIONS



PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

Calvin, Giordano & Associates, Inc.

1800 Eller Drive, Suite 600

Fort Lauderdale, Florida 33316

Contact Person's Name and Title: Dennis Giordano/President

PROPOSER'S Telephone and Fax Number: 954-921-7781/954-921-8807

PROPOSER'S License Number: Secretary of State - M17373; Professional Engineering - 514
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 65-0013869

Number of years your organization has been in business 76

State the number of years your firm has been in business under your present business name 37

State the number of years your firm has been in business in the work specific to this RFP: 25

Names and titles of all officers, partners or individuals doing business under trade name:

Dennis Giordano/President; Shelley Eichner/Senior Vice President; James Brunetti/Senior Vice President

George Keller, Jr./Vice President; Karl Kennedy/Vice President; Tammy Cook/Director

Robert Jackson/Director; Dawn Hopkins/Secretary

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)



City of Pembroke Pines

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

M.E. Berry & Associates - Surveying, Engineering

Berry & Calvin, Inc. - Surveying, Engineering

At what address was that business located?

M.E. Berry & Associates - 2611 Hollywood Boulevard, Hollywood, Florida 33020

Berry & Calvin, Inc. - 20 Oakwood Plaza, Suite 120, Hollywood, Florida 33019

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Professional services are not bondable due to the nature of their business; owner should look to

our liability and general liability coverage (see attached).

Have you ever failed to complete work awarded to you. If so, when, where and why? No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes



Will you subcontract any part of this WORK? If so, give details including a list of each subcontractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No subcontractors will be included to perform work in excess of 10%.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

CGA has never filed for bankruptcy nor has bankruptcy been filed against CGA.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

Professional services are not bondable due to the nature of their business; owner should look to our liability and general liability coverage (see attached).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

See Attached



City of Pembroke Pines

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No



Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

City of Weston - CGA has provided the following services: PARKS PERSONNEL; UTILITY PERSONNEL; landscape architecture; capital improvements; traffic engineering; construction management; GIS; environmental; and planning.

Town of Sunny Isles Beach - CGA provided construction management; GIS; roadway design; survey; landscaping; planning & zoning; and electrical engineering.

Town of Surfside - CGA provided construction management; planning; civil engineering; utilities engineering; environmental; landscape architecture; and traffic engineering.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By Dennis Giordano
(Signature)



STATEMENT OF LITIGATION

In the last five (5) years CGA has been involved in the following litigation:

1. James A. Cummings, Inc. vs. Calvin, Giordano & Associates, Inc., Case No: 06-019973(18) in the 17th Judicial Court, in and for Broward County. This case which was filed in 2006 was related to the Palm Beach County Airport Parking Structure. The case was settled in August 2007.
2. Yvette Lorenzo, personal representative of the estate and survivors of Orestes Lorenzo vs. Florida Department of Transportation, City of Pembroke Pines, William J. Russo, Natasha Russo, and Calvin, Giordano & Associates, Inc., Case No: 0601924(12) in the 17th Judicial Court, in and for Broward County. CGA was a co-defendant in a wrongful death action brought by the deceased's relatives. This case was filed on or about June 30, 2006, and was settled to the satisfaction of both parties in September 2008.
3. Vue Condominium Association, Inc. vs. Vue Fort Lauderdale, L.L.C., ET AL, Case No. CACE09012422 .Suit was filed March 3, 2009. This is a typical condominium construction defect suit involving the developer, contractor, numerous subcontractors and all the design team. The condominium association voluntarily dismissed its claim against Calvin, Giordano February 2011.
4. Walnut Creek Community Development District vs. Standard Pacific of South Florida, GP, Inc., Et Al, Case No. CACE10019353. Suit was filed May 4, 2010. The case concerns the failure of an HDPE drainage system and is in the early stages of discovery.
5. Armando Alvarez vs. Keith and Schnars, PA, Calvin, Giordano & Associates, Inc., Community Asphalt Corp., Arazoza Brothers Corporation, Arazoza Brothers Corporation f/k/a Aqualawn, Inc., Vila and Son Landscaping Corp., a Florida Corporation, Edward R. Wiener, Michael Viscount, Friendly Checker Cab Co., Inc. d/b/a Friendly Checker Taxi, Case No. 08-042981-04. This case was filed September 12, 2008 in the 17th Judicial Court, in and for Broward County. Motor vehicle accident involving a turning vehicle into path of a motorcycle caused by site line obstruction due to bush not properly maintained. CGA was responsible for QC of roadway engineering plans, not planting plans. The case has been dismissed.
6. Calvin, Giordano & Associates and Franklin County, Florida filed lawsuit NO. 4:2012cv00001 in the Florida Northern District Court against B.P. Exploration and Production Inc. in January 2012. The suit was filed in an attempt to collect payment from B.P. Exploration and Production for services performed by Calvin, Giordano & Associates on behalf of Franklin County, Florida.

(OFFICE USE ONLY) Vendor number:

Please entirely complete this vendor information form along with the IRS Form W-9, and email to accountspayable@ppines.com

City of Pembroke Pines
Office of the City Clerk
10100 Pines Boulevard
Pembroke Pines, FL 33026

Vendor Information Form

Operating Name (Payee)	Calvin, Giordano & Associates, Inc.		
Legal Name (as filed with IRS)	Calvin, Giordano & Associates, Inc.		
Remit-to Address (For Payments)	1800 Eller Drive, Suite 600		
	Fort Lauderdale, Florida 33316		
Remit-to Contact Name:	Dennis Giordano	Title:	President
Email Address:	dgiordano@calvin-giordano.com		
Phone #:	954-921-7781	Fax #	954-921-8807
Order-from Address (For purchase orders)	1800 Eller Drive, Suite 600		
	Fort Lauderdale, Florida 33016		
Order-from Contact Name:	George Keller, Jr.	Title:	Vice President
Email Address:	gkeller@calvin-giordano.com		
Phone #:	954-921-7781	Fax #	954-921-8807
Return-to Address (For product returns)	N/A		
Return-to Contact Name		Title:	
Email Address:			
Phone #:		Fax #	
Payment Terms:			

Type of Business (please check one and provide Federal Tax identification or social security Number)

☒ Corporation

Federal ID Number: 65-0013869

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Name & Title of Applicant Dennis Giordano/President

Signature of Applicant

Date 5/30/2013

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Calvin, Giordano & Associates, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<div style="display: flex; justify-content: space-between;"> <div> Address (number, street, and apt. or suite no.) 1800 Eller Drive, Suite 600 City, state, and ZIP code Fort Lauderdale, FL 33316 </div> <div> Requester's name and address (optional) </div> </div>	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
- -									
Employer identification number									
6	5		-	0	0	1	3	8	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 5/30/2013
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



City of Pembroke Pines

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

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

1. This sworn statement is submitted by Calvin, Giordano & Assoc., Inc. (name of entity submitting sworn statement) whose business address is and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0013869. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is Dennis Giordano and my
(Please print name of individual signing)

relationship to the entity named above is President.

3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest



in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



City of Pembroke Pines

Dennis Giordano
Bidder's Name

[Signature]
Signature

Date: 5/30/2013

State of: Florida

County of: Broward

The foregoing instrument was acknowledged before me this 30th day of May, 2013, by Dennis Giordano, who is (who are) personally known to me or who has produced _____ as identification and who did (did not) take an oath.

[Signature]
Notary Public Signature

Notary Name, Printed, Typed or Stamped

MARTHA EVANS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE002677
EXPIRES 6/21/2014
BONDED THRU 1-888-NOTARY1

Commission Number: EE002677

My Commission Expires: 6/21/2014



LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

The preference is used to evaluate the submittals received from bidders are assigned point totals, a preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

☒ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.

☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference.

COMPANY NAME: Calvin, Giordano & Associates, Inc.

AUTHORIZED SIGNATURE: 

CALVIN, GIORDANO & ASSOCIATES, INC.
10100 PINES BLVD
PEMBROKE PINES FL 33026

CITY OF PEMBROKE PINES
10100 PINES BOULEVARD, PEMBROKE PINES, FL 33026

LOCAL BUSINESS TAX RECEIPT

ACCOUNT-NO: 20100036/01
RECEIPT-NO: 121523

RECEIPT-YEAR: OCTOBER 1, 2012 thru SEPTEMBER 30, 2013

BUS-NAME : CALVIN, GIORDANO & ASSOCIATES, INC.
BUS-ADDR : 10100 PINES BLVD
PEMBROKE PINES FL 33026

NOTICE

In the event the business to which this receipt was issued changes hands, the receipt will become null and void. An application for a new receipt must be made.

BUS-DESCR : BUSINESS MANAGEMENT COMPANY

RECEIPT-TYPE: REGULAR LICENSE

BUSINESS-CLASSIFICATION		INV/UNITS	EFFECTIVE	PERMIT-NUMBER/COMMENTS	RCT-TYPE
AGE	AGENCY	0	10/01/2012		P/Pines
SIGN	EXTERNAL BUSINESS SIGN	1	10/01/2012		P/Pines



CERTIFICATE OF LIABILITY INSURANCE

CALVI-2

OP ID: PA

DATE (MM/DD/YYYY)

02/20/13

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Stephen E. Patton, AAI	954-776-2222	CONTACT NAME:	
	954-776-4446	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Hartford Casualty Ins. Co	29424
		INSURER B : Hartford Ins Co of Midwest	37478
		INSURER C : American Guar & Liab Ins Co	26247
		INSURER D : Hartford Fire Insurance Co.	19682
		INSURER E : Continental Casualty Company	20443
		INSURER F :	


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			21UUNLK3645	01/01/13	01/01/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY			21UENJB7000	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PROPERTY DAMAGE (Per accident) \$				
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			AUC594612804	01/01/13	01/01/14	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AGGREGATE \$ 10,000,000				
							\$
							\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WBNO3209	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
E	Professional Liab			AEH288358005	08/27/12	08/27/13	Per Claim 5,000,000
	Claim Made		RETENTION: \$200,000				Aggregate 5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

CALVING Calvin, Giordano & Associates, Inc 1800 Eller Drive #600 Ft Lauderdale, FL 33316	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

ADDITIONAL INFORMATION

PEMBROKE PINES BUILDING CODE DEPARTMENT

Pembroke Pines, Florida



The City of Pembroke Pines is the second largest city in Broward County and at one point was the fastest growing in the nation. The City maintained a sizable building and zoning department to accommodate the robust activity. Unfortunately, as economic conditions slowed, resulting in major decreases in building activity, the City was forced to evaluate options to cut costs and provide building and zoning services. The City came to the conclusion of contracting with a private service provider. In June, 2009 the Pembroke Pines City Commissioners voted to approve a five-year contract with CGA to administrate the City's Building and Zoning services.

Client

City of Pembroke Pines

Contact information at time of project:

Charles Dodge
City Manager
10100 Pines Boulevard
Pembroke Pines, FL 33026
(954) 431-4884

Project Date

July 2009 - Current

Services Provided

Building Code Services

Principal in Charge

George Keller

Team Members

Joanne Maglietta
George Desharnais

Company Role

Prime

Consultant Cost

Varies based upon
permit fee revenues

George Keller, Jr.

From: Lee Killinger [lee@anfieldflorida.com]
Sent: Wednesday, April 03, 2013 11:29 AM
To: Dennis Giordano; George Keller, Jr.
Cc: Frank Bernardino
Subject: Congratulations!

<http://touch.sun-sentinel.com/#section/-1/article/p2p-75182923/>

Firm will manage town's code enforcement

10:28 am, April 3, 2013

Planning: Firm will manage town's code enforcement

Calvin Giordano & Associates announced a five-year \$1 million contract to provide full "turnkey" code compliance services for Lauderdale-by-the-Sea.

The Fort Lauderdale governmental, engineering and planning consulting firm previously provided a one-year trial services package approved in 2011 and currently provides full code compliance services to neighboring Pompano Beach.

The firm will provide administration, management, field enforcement and final prosecution via a Special Magistrate. CGA will have staff located at City Hall, and also will assist the town in the modification of existing and development of new municipal codes. CGA employs 220 associates and has offices in Jacksonville, Clearwater, West Palm Beach and Homestead.

—Cindy Kent

Lee M. Killinger
Anfield Consulting
324 E. Virginia St.
Tallahassee FL 32301
850-322-8907

Sent from my iPad

George Keller, Jr.

From: Karine Brooms [karine.brooms@dunwoodyga.gov]
Sent: Wednesday, April 03, 2013 10:16 AM
To: James Hicks; Chris Pike
Cc: Laura Cook; George Keller, Jr.
Subject: Customer Survey Results
Attachments: 6-Results_Apr 3 2013.pdf

Attached are the latest results of the customer satisfaction survey.

Thank you,



Karine Brooms, MBA

Revenue Coordinator
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
Office: 678.382.6720 / Fax: 678.382.6701
Karine.Brooms@dunwoodyga.gov
www.dunwoodyga.gov

We'd love your feedback! Please take a moment to complete our Customer Service Survey!
[Dunwoody Customer Service Satisfaction Survey](#)

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 Introducing New Analyze **BETA**
 Better charts, easier tools, faster decisions.
[Try It Now](#)[Learn More](#)[Default Report](#)[+ Add Report](#)**Response Summary**
 Total Started Survey: 99
 Total Finished Survey: 99 (100%)

PAGE: 1

1. This survey has been designed to measure how satisfied businesses are with the City regarding the manner in which the city services are provided. You should complete this survey based upon your most recent contact or interaction with the city. Questions marked with an asterisk (*) are required for submission. Thinking about your most recent contact or interaction with the city... Please indicate the type of contact regarding your most recent interaction with the city.

 Response
 Percent Response
 Count

Visit to the City Hall	43.4%	43
Telephone Conversation	18.2%	18
E-Mail Exchange	14.1%	14
Written Correspondence	17.2%	17
Public Meeting	2.0%	2
Other (please specify)	5.1%	5
Show Responses		

answered question 99

skipped question 0

2. How satisfied were you with our employee courtesy?

[Create Chart](#) [Download](#)

 Response
 Percent Response
 Count

Completely Satisfied	54.5%	54
Very Satisfied	21.2%	21
Satisfied	17.2%	17
Somewhat Dissatisfied	3.0%	3
Not Satisfied at All	4.0%	4

answered question 99

skipped question 0

3. How satisfied were you with our employee knowledge?

[Create Chart](#)[Download](#)

	Response Percent	Response Count
Completely Satisfied	55.6%	55
Very Satisfied	17.2%	17
Satisfied	15.2%	15
Somewhat Dissatisfied	9.1%	9
Not Satisfied at All	3.0%	3
answered question		99
skipped question		0

4. How satisfied were you with our employee response time?

[Create Chart](#)[Download](#)

	Response Percent	Response Count
Completely Satisfied	53.5%	53
Very Satisfied	17.2%	17
Satisfied	18.2%	18
Somewhat Dissatisfied	6.1%	6
Not Satisfied at All	5.1%	5
answered question		99
skipped question		0

5. How satisfied were you with our employee overall service?

[Create Chart](#)[Download](#)

	Response Percent	Response Count
Completely Satisfied	53.5%	53
Very Satisfied	20.2%	20
Satisfied	15.2%	15
Somewhat Dissatisfied	4.0%	4
Not Satisfied at All	7.1%	7
answered question		99
skipped question		0

Brian J. Donovan
City Manager's Office
100 West Atlantic Blvd.
P.O. Drawer 1300
Pompano Beach, FL 33061



Phone: (954) 786-4607
Fax: (954) 786-4504

MEMORANDUM

February 24, 2012

TO: Dennis Beach, City Manager
FROM: Brian J. Donovan, Assistant to the City Manager
SUBJECT: ✓ Code Compliance Annual Service Evaluation.

I) Preface

In October 2010 the City entered into an Agreement with Calvin, Giordano, and Associates, Inc. (CGA) for Code Compliance services. One of the reasons for entering the Agreement was the belief that CGA could carry out the service more efficiently and productively. Moreover, the new Firm promised to put a strong focus on customer service and ultimately compliance.

After executing the Agreement, there was a ninety (90) day transition period to allow the new Firm to hire staff, purchase supplies, and to take over current code cases that were previously being handled by the Broward Sheriff's Office. C.G.A. officially and completely took over the service January 31, 2011. For the first three months C.G.A. spent the majority of time introducing itself to the community. More warnings were issued than violations so that residents could be educated and provided an opportunity to remedy any potential issues.

During 2011 the Firm participated and supported the City's Multi-discipline Code Investigation Team, rental housing inspections, nuisance abatement, BSO community sweeps. Furthermore, during the middle of 2011 the Firm undertook an inventory of all code violations existing along major corridors in the City. Since that time, and with each passing month, the Firm has worked to lower the overall inventory of violations. A snapshot of that progress, and overall performance, can be found in the following tables below.

II) Performance Measures

The first table below compares the number of cases handled and the associated inspections that were carried out in 2011 versus 2009 (2009 was the last report received).

	<u>Previous Provider</u>	<u>C.G.A.</u>
Code Officers	13	8
Cases Opened	2,945	4,754
Per Officer	227	594
Cases Closed	2,727	4,690
Per Officer	210	586
Cases Still Open	218	688
Inspections	4,509	6,028
Re-Inspections	<u>6,258</u>	<u>8,118</u>
Total Inspections	10,767	14,146
Per Officer	828	1,768

Additionally, in negotiations with CGA, the Firm had provided estimates as to the productivity level that it would like to achieve. The estimates are compared to what was actually achieved during 2011 in the table below.

	<u>CGA</u>	<u>Estimate</u>
Code Officers	8	8
Cases Opened	4,754	8,000
Per Officer	594	1,000
Cases Closed	4,690	7,200
Per Officer	586	900
Inspections	6,028	10,800
Re-Inspections	8,118	15,120
Total Inspections	<u>14,146</u>	<u>25,920</u>
Per Officer	1,768	3,240

The Firm did not reach the initial goals provided. However, the Firm spent the first three months of operation mainly dedicated to training, education and community relations. Therefore, after a full year of operation in 2012, CGA expects the numbers to improve for the following annual report.

The Firm also indicated that it would be able to achieve a high compliance rate with cases prior to reaching the Special Magistrate; in particular, a target of 80% compliance was set early in the year. Out of a total of 4,690 cases closed, approximately 3,681 cases were resolved before going to the special magistrate; this equates to a rate of 79%. Prior to 2011, the average was around 40%.

As already indicated, customer service was a high priority communicated by the City upon CGA inheriting Code Compliance. The table below, which was taken from the City's February 2012 Customer Service Survey, provides a comparison of the community's satisfaction with the service over a 20 month period. The public's satisfaction with the service substantially increased since the first survey.

	2010	2012	Variance
Satisfied with Code Compliance	43.4%	62.3%	18.9%

It should be noted that C.G.A has only provided code services over a 12 month period. Whether this was completely attributable or partially attributable to C.G.A. will be more accurately reflective in the next survey.

III) 2012 Expectations

Overall, productivity and community satisfaction have increased. It is anticipated that productivity will further improve in 2012 so that the firm will be close or at the estimates initially provided. Furthermore, interdepartmental training initiatives are currently underway to allow for more fluid and effective case processing as it relates to issues involving multiple departments (i.e. landscape inspections, work being done without permits, BTR inspections and reporting, etc.).

6. Did the employee represent the City in a professional manner?

Create Chart

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	Response Percent	Response Count
Yes	91.9%	91
No	8.1%	8
answered question		99
skipped question		0

7. Were your questions and issues completely addressed in a timely manner?

Create Chart

Download

	Response Percent	Response Count
Yes	87.9%	87
No	12.1%	12
answered question		99
skipped question		0

8. Do you have any additional comments you would like to make either about this particular interaction or how to improve the business licensing process?

Download

	Response Count
Hide Responses	48

Responses (48) | Text Analysis | My Categories (0)

GOLD FEATURE: Text Analysis allows you to view frequently used words and phrases, categorize responses and turn open-ended text into data you can really use. To use Text Analysis, upgrade to a GOLD or PLATINUM plan.

[Learn More](#)[Upgrade »](#)

Showing 48 text responses

No responses selected

not have to do it every year. Extend it for people under 20k with set yearly payments.
4/1/2013 9:05 PM [View Responses](#)

I inquired about signs from Steve Dush, the director of community development. He never bothered to even contact me back. Signage is a big issue for a business like ours (we are almost tucked far away from the street)
1/11/2013 9:01 PM [View Responses](#)

Please consider not requiring notarizing the documents. It is inconvenient to have to get to a bank or place to do this. Most business owners are very busy and this does not seem necessary. DeKalb County never required it. Thank you. P.S. I answered the questions above mainly to be able to send this comment while it was on my mind.
1/4/2013 8:17 AM [View Responses](#)

I applied for a business license & after many headaches finally received it. I am renting a tiny room out from a space that has been in the same office park for around 17 (7) years. The lady I work with has been in bldg 9 & was in # 3 before (Brenda Tolley's Electrology). However, city code officials have given me nothing but grief. The office park is newly zoned as medical, but our particular space is grandfathered in because of the amount of years it has been there. City code officials keep coming after me even after I received my business license. I simply work in a super small room about 10 hours a week - I'm a housewife & work part time at a vet clinic. Had I known all of the hassles that would've come my way, I would've simply gone to the city I live in to do business - Sandy Springs, even though I like Dunwoody better. Worse yet, the new lady who is going to be renting out the other room in our spa was able to get a business license without any problem. All in all, I would like to continue to do my waxing services in Dunwoody but hope that after all of the time I've had to go through, I will be able to do so without any more issues.

answered question 48

skipped question 51

LIST OF CITY FACILITIES - PARKS AND RECREATION FACILITIES

<p>Alhambra Park 954-435-6520 100 SW 198th Terr. Pembroke Pines, FL 33029</p> <p>Ben Fiorendino Park 10201 Taft St. Pembroke Pines, FL 33026</p> <p>Chapel Trail Park 954-538-3696 19531 Taft Street Pembroke Pines, FL 33029</p> <p>Chapel Trail Nature Preserve 954-538-3696 19800 Sheridan St Pembroke Pines, FL 33029</p> <p>Cinnamon Place Park Pembroke Rd & SW 86th Ave Pembroke Pines, FL 33025</p> <p>Dog Park 9751 Johnson St. Pembroke Pines, FL 33026</p> <p>Flamingo Park 954-435-6520 1900 NW 122nd Terrace Pembroke Pines FL 33026</p> <p>Fletcher Art & Culture 954-986-5027 7960 Johnson St. Pembroke Pines FL 33024</p>	<p>Fletcher Park 954-986-5027 7900 Johnson St. Pembroke Pines FL 33024</p> <p>Holly Lakes Park 954-435-6520 21451 Johnson St Pembroke Pines 33029</p> <p>Linear Park Johnson Street & 98th Ave Pembroke Pines FL 33026</p> <p>Pasadena Park 954-435-6520 8815 Pasadena Blvd Pembroke Pines FL 33024</p> <p>Paul J. Maxwell Park 954-986-5021 1200 SW 72nd Ave Pembroke Pines FL 33023</p> <p>Pembroke Fall Aquatic Center / YMCA 954-727-9622 1361 N.W. 12th Avenue Pembroke Pines, FL 33028</p> <p>Pembroke Lakes Golf & Tennis Center 954-431-4144 10500 Taft St. Pembroke Pines FL 33026</p> <p>Pembroke Road Boat & Trailer Storage 10801 Pembroke Road Pembroke Pines, FL 33025</p>	<p>Pembroke Shores Park / YMCA of Pembroke Pines 954-727-9622 501 SW 172nd Ave Pembroke Pines FL 33029</p> <p>Pines Recreation Center 954-986-5022 7400 Pines Blvd. Pembroke Pines FL 33024</p> <p>Rainbow Lakes Park NW 92nd Ave & NW 19th St. Pembroke Pines, FL 33026</p> <p>Rose G. Price Park / Boat & Trailer Storage 954-437-1140 901 NW 208th Ave Pembroke Pines FL 33029</p> <p>Silver Lakes North Park 954-435-6520 2300 N.W. 172nd Avenue Pembroke Pines FL 33029</p> <p>Silver Lakes South Park 954-435-6520 17601 SW 2nd St. Pembroke Pines FL 33029</p> <p>Spring Valley Park 1700 NW 160th Ave Pembroke Pines, FL 33028</p> <p>Steven L. Josias Dog Park 5836 SW 193rd Way Pembroke Pines 33029</p>	<p>Tanglewood Park 9500 SW 1st Street Pembroke Pines, FL 33026</p> <p>Towngate Park 954-450-6895 901 NW 155th Ave Pembroke Pines FL 33028</p> <p>Walden Lakes Park 954-435-6520 20460 SW 1st St. Pembroke Pines, FL 33029</p> <p>Walnut Creek Park 954-435-6520 7701 Taft St. Pembroke Pines FL 33024</p> <p>Walter C. Young Resource Center 754-323-4515 901 NW 129th Ave Pembroke Pines FL 33028</p> <p>West Pines Soccer Park & Nature Preserve 954-538-3696 350 SW 196th Ave Pembroke Pines FL 33029</p> <p>Village Community Center 954-986-5042 6700 S.W. 13th Street Pembroke Pines, FL 33023</p> <p>William B. Armstrong Dream Park 1700 NW 160th Ave Pembroke Pines, FL 33028</p>	<p><u>Kiddie Parks:</u></p> <p>Ashley Hale Park NW 106th Terr. & NW 118th Pl. Pembroke Pines, FL 33026</p> <p>John S. Fahey Park NW 98th Ave & Johnson St. Pembroke Pines, FL 33026</p> <p>108th Kiddie Park NW 108th Ave. & 19th St. Pembroke Pines, FL 33026</p> <p>111th Kiddie Park NW 111th Ave. & 18th Pl. Pembroke Pines, FL 33026</p> <p><u>Pines Charter Schools containing Artificial Turf:</u></p> <p>Academic Village 954-435-6520 17189 Sheridan St. Pembroke Pines FL 33331</p> <p>East Campus 954-443-4800 10801 Pembroke Road Pembroke Pines, FL 33025</p> <p>Central Campus 954-322-3300 12350 Sheridan Street Pembroke Pines, FL 33026</p> <p>West Campus 954-443-4847 18500 Pembroke Road Pembroke Pines, FL 33029</p>
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Introduction

FieldTurf manufactures and installs the highest performing artificial grass in the world. Although there is significantly less maintenance to be done on FieldTurf when compared to natural grass and competing products, there are some necessary procedures to be followed in order to ensure your field continues to perform at the highest level.

Following these basic maintenance procedures will ensure your field is kept in optimal condition and that your maintenance activities comply with FieldTurf's third-party insured warranty.

Your FieldTurf surface is made up of specially manufactured synthetic grass, combined with a formulated infill mixture of specially graded silica sand and cryogenically ground rubber which is brushed into the spaces between the grass fibers. The grass fibers act jointly with the infill mix to form a very uniform, resilient, grass-like and long-lasting sports playing surface.

It is highly recommended to ensure that any and all maintenance personnel watch FieldTurf's maintenance DVD that demonstrates procedures, equipment usage, general maintenance guidelines, cleaning products, and frequently asked questions.

In order to avoid potential consequences, please contact FieldTurf Customer Service to verify if the person(s) doing the maintenance or soliciting services is in fact approved to perform work on FieldTurf.



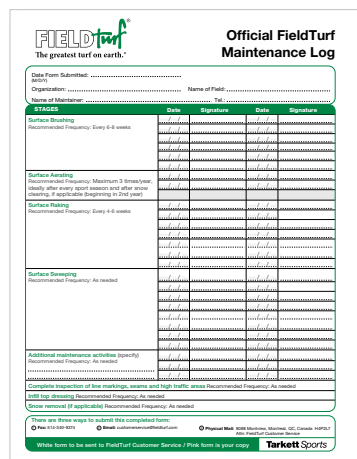
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Getting Started – The Essentials

Maintenance Guidelines Acceptance Form

Ensure that the Maintenance Guidelines are read and understood by the proper maintenance personnel and that the Maintenance Guidelines Acceptance Form is signed and sent back to FieldTurf within 30 days of completed installation.

The image shows the 'Official FieldTurf Maintenance Log' form. It includes a header with the FieldTurf logo and the tagline 'The greatest turf on earth.' Below this, there are fields for 'Date Form Submitted', 'Client', 'Organization', and 'Name of Field'. The main body of the form is a table with columns for 'Date', 'Signature', and 'Description'. The table is divided into sections for different maintenance tasks: 'Surface Seeding', 'Surface Aeration', 'Surface Fertilizing', 'Surface Sweeping', and 'Additional maintenance activities (if any)'. Each section has a 'Recommended Frequency' and a 'Description' column. The form also includes a footer with contact information for FieldTurf and Tarkett Sports.

Maintenance Log

Make sure all maintenance is done on a timely basis and use our maintenance log chart to keep an up to date reference of all work done on your field. This will help you keep a record of all maintenance procedures performed. It is necessary, in accordance with your FieldTurf warranty policy, to send in a copy of the completed maintenance log once a year.

Approved Activities

Your FieldTurf surface has been designed for the following approved and permitted activities, in addition to a wide range of non-sporting activities:

- Football
- Baseball/Softball
- Soccer
- Physical Education
- Field Hockey
- Lacrosse
- Rugby
- Pedestrian traffic



Athletics such as shot put, hammer throw, discus and even javelin (fitted with a rubber tip), can be occasionally performed on FieldTurf. Ideally, the landing area should be outside the playing area but if unavoidable the field should be covered with a special protective piece of turf or a tarp to prevent damage to the FieldTurf surface.

To insure optimum performance of your FieldTurf field we recommend that repetitive training drills and activities be rotated to prevent continuous wear at a single location.

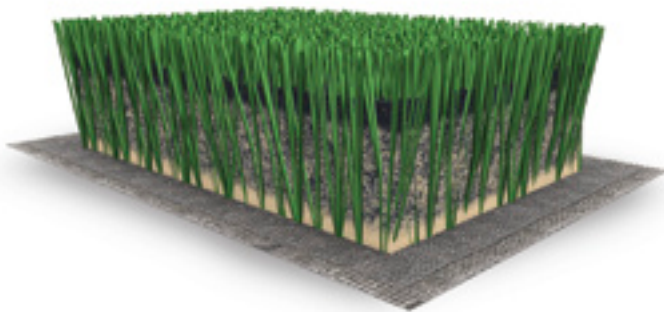
Prohibitions

Your FieldTurf field should be kept free from food, gum, sunflower seeds, glass, cigarettes, fireworks, driving stakes and any sharp objects that will risk damage to the field and injury to players. Your field should also be kept free from debris, leaves, paper and windblown material. It is imperative that your FieldTurf field be a designated non-smoking area. Unauthorized maintenance equipment and personnel are prohibited.

FieldTurf supplies its clients with customized field signs (with your organization's logo should you wish) to hang at the entrance of the field and around the perimeter in order to clearly demonstrate the major prohibitions on FieldTurf.



New Field Settling



Settling of the infill between the grass fibers normally takes several months. During this period the infill will settle to its ideal level (3/4" below the top of the fiber) and the field will stabilize into a uniform playing surface to perform according to our engineered design specifications.



No maintenance other than light sweeping should be done until the field has settled in.

Routine Maintenance

Removal of Weeds and Moss

FieldTurf's superior artificial grass surfaces may look like grass, feel like grass and play like grass; however if not properly maintained, much like its natural grass cousin, it may still become susceptible to some of grass lovers natural foes: weeds and moss. It is important to prevent weeds and moss from growing on FieldTurf as it can affect the playability of the surface. Although routine maintenance will prevent this from happening, weeds and/or moss may occur at the interface between the synthetic grass and the perimeter curb. Should this occur, treat the area with a biodegradable weed killer such as Round Up®, which leaves no residue and more importantly, won't negatively affect the fibers or the coloring of your field. If problems should arise, a 3-prong tool can be used to remove weeds and moss from the affected areas. This should be done carefully so as not to tear the backing and damage the fabric.



Moss could grow on the field surface if the following conditions are present:

- i. The field surface has not been maintained or groomed over a long period of time.
- ii. If there is an unusual amount of shade on the field and the field has been neglected.
- iii. If the field surface has been left covered with vinyl tarps over a long period of time.
- iv. If there is sufficient moisture and any/all other conditions for growth are met.

Removal of Stains

Oil Stains

FieldTurf Scrub (see section on 'Cleaning Products' for more information) safely removes oil and other stains from FieldTurf surfaces. The detergent acts quickly to clean and decontaminate the turf surface.

Bodily Fluids

FieldTurf Scrub is formulated to remove bodily fluids (blood, vomit, etc.) from synthetic turf surfaces.



Maintaining the Infill

Intensive and repetitive use of certain areas of the field may cause the infill material to be displaced from time to time. Properly maintaining the infill on your field is important and directly affects playability. Rubber infill will need to be added to these high use areas as needed. These specific areas on the field should be inspected regularly to ensure proper infill height.

These high usage areas include, but are not limited to:

- Penalty shot spots
- Extra point kick areas
- Home plate
- Center spots
- Pitcher's mound
- Basepaths
- Corner kick areas

With FieldTurf, the uniformity of the infill can be easily maintained, by agitating the exposed fibers with a garden rake, and then brushing the infill into the fibers. The top of the infill should be at 3/4" below the tips of the fibers.

Routine grooming of the field will ensure that the infill is uniformly distributed over the entire field surface.

Uniformity of the infill can be easily maintained by replacing the displaced infill while following these easy steps:



Note: Before proceeding with the infill replacement, make sure the grass and the infill are completely dry and free of debris.

Step 1: Using a medium stiff bristle brush and/or a garden rake with metal tines, agitate the exposed fibers in the area requiring infill. This will raise the exposed grass fibers into a vertical position.

Step 2: Brush the infill into the grass by lightly agitating the fibers again using a medium stiff, bristle brush.

Step 3: The top of the infill should be at a level of 3/4" below the tips of the exposed grass fibers. Once the grass has been infilled to the recommended level, gently agitate the area to ensure that the infill settles below the exposed tips of the grass fibers. If the area is blackened, a small mist of water over the area will help drop the infill to the desired level.



Shoe Cleaning

Cleaning mud and dirt from cleated shoes with the use of FieldTurf brushes placed near the field will prevent soiling and staining of the field surface.

Cleaning brushes should not be placed directly on the FieldTurf surface.

There are 4 basic maintenance operations that all FieldTurf fields require according to our recommended maintenance schedule. We simply call it **BARS** – Brushing, Aerating, Raking and Sweeping.



Maintenance Frequency

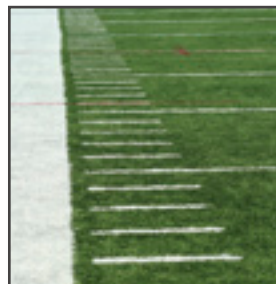
Brushing – every 6-8 weeks

Aerating – Maximum of 3 times/year, ideally after every sport season, and right after snow clearing, if applicable (beginning in 2nd year)

Raking – every 4-6 weeks

Sweeping – As needed

Other necessary maintenance procedures should be done periodically and according to usage.



Inspection of Line Markings and Seams

In the unlikely event that line markings or seams come apart, it is important to notify FieldTurf Customer Service.

BRUSHING

Rejuvenates the matted fibers and levels the top portion of the infill.

AERATING

To avoid over settling of the infill, it is necessary to aerate your field with rotating tines that are designed to penetrate and loosen the infill.

RAKING

To prevent fibers from matting down and ensure infill is loosened.

SWEEPING

Ensuring debris does not get into the infill.

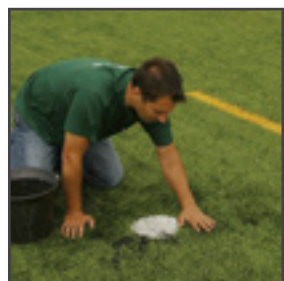
Inspection of line markings and seams – As needed

Infill topdressing – As needed in high traffic areas

Snow Removal – As needed

Infill Topdressing

For high traffic areas, adding rubber to the top layer of infill may be necessary. Refer to the 'Maintaining the Infill' section for more information.



Snow Removal

If you need to remove snow from your field, adhere to proper guidelines outlined in the 'Snow Removal' section.



Equipment

FieldTurf has a complete lineup of custom equipment engineered to facilitate all your maintenance requirements. All equipment or vehicles used on FieldTurf must be equipped with turf tires. Equipment must be stored indoors or outdoors with proper covering, such as a tarp.

The list of approved maintenance equipment includes the FieldTurf GroomRight, the FieldTurf SweepRight, the Hydraulic Sweeper, the RT Groomer, the Drag Brush, and the GroomAll. Each unit comes with a comprehensive operator's manual that should be reviewed.

Please be aware that "off the shelf" maintenance equipment can damage your field. If you are unsure if your maintenance equipment is allowable or prohibited, please contact the FieldTurf Customer Service Department.



Note: Sweeping of the field must be done right after any other maintenance procedure to prevent any foreign material from settling into the infill before usage.

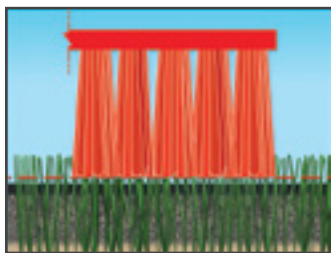


FieldTurf GroomRight

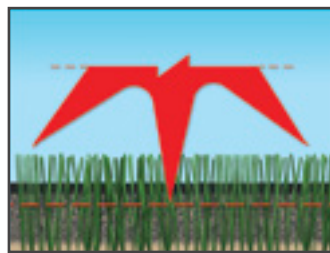
The FieldTurf GroomRight is the turf industry's most efficient piece of maintenance equipment. It consists of multiple brushes, rakes and rotating tines. Each of these components can be used individually or all together.

The aerating component features rotating tines located at the center of the unit, to loosen the infill without damage to the fibers.

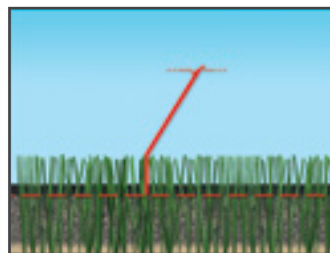
The brushing and raking components are designed to level the infill while at the same time rejuvenating fibers.



Brushing



Aerating



Raking

Setting: When setting the FieldTurf Groomright for use, the rotating tines should penetrate the infill by $\frac{3}{4}$ ". The rakes should penetrate the infill by $\frac{1}{2}$ ". The brushes should not penetrate the infill.

- Frequency:
 - Raking: 4-6 weeks
 - Brushing: 6-8 weeks
 - Aerating: Maximum of 3 times/year, ideally after every sport season, and after snow clearing, if applicable (beginning in 2nd year)
- Recommended Vehicle: Small garden tractor, gator or larger vehicle
- Speed: 3 mph – always make wide turns



FieldTurf SweepRight

The FieldTurf Sweepright is the most economical and efficient machine for sweeping. Debris should always be removed as soon as possible. With a dual-speed, dual-brush pickup system, Sweepright is the ultimate turf sweeper. It contains a unique ratcheting device that allows the outside wheel to drive the

brushes during a turn so you never lose sweeper efficiency. The system also features a mesh plate to facilitate debris pick-up

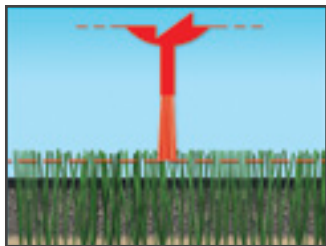
A gang hitch is available to connect three sweepers in a triangular configuration.



For owners of FieldTurf's AgriFab model, the same procedures apply.



FieldTurf AgriFab



Sweeping

Setting: When setting the SweepRight for use, make sure that the brushes never penetrate the infill. Proper removal of debris will only require the brushes to penetrate the top of the fibers.

- Frequency: As needed
- Recommended Vehicle: Small garden tractor, gator or larger vehicle
- Speed: 3 mph – always make wide turns



Hydraulic Sweeper

FieldTurf also offers a dedicated Hydraulic Sweeper which features a mesh hopper designed to allow the infill to be redistributed back into the field.



Sweeping

Setting: When setting the Hydraulic Sweeper for use, make sure that the brushes never penetrate the infill, just the top of the fibers.

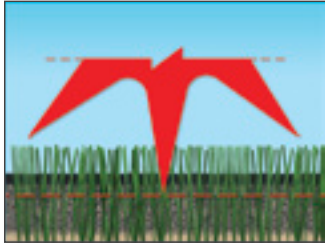
- Frequency: As needed
- Recommended vehicle: Tractor, gator or larger vehicle, 18 HP minimum & must have an on-board hydraulic system with a capacity of 5 to 7 gallons of oil per minute.
- Speed: 3 mph – always make wide turns.



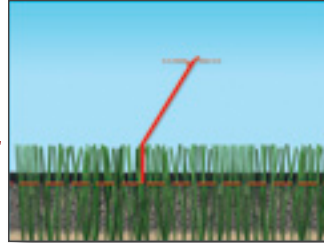
FieldTurf RT Groomer

The FieldTurf RT Groomer, available in 4 and 7 foot

models, will groom the field using two components individually or in tandem. One consists of a reel equipped with rotating tines designed to penetrate and loosen the infill. The other is comprised of rakes designed to groom the exposed grass fibers.



Aerating



Raking

Setting: When setting the RT Groomer for use, the rotating tines should penetrate the infill by $\frac{3}{4}$ ". The rakes should penetrate the infill by $\frac{1}{2}$ ".

Frequency:

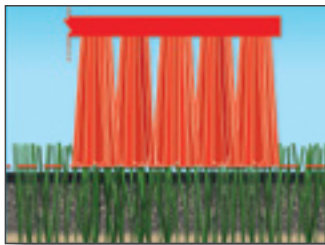
- Raking: 4-6 weeks
- Aerating: Maximum of 3 times/year, ideally after every sport season, and right after snow clearing, if applicable (beginning in 2nd year)

- Recommended Vehicle: Small garden tractor, gator or larger vehicle
- Speed: 3 mph – always make wide turns

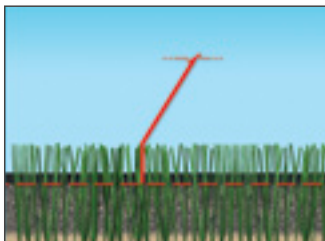


FieldTurf Drag Brush

The Drag Brush is available in 7-foot and 15-foot models. It rejuvenates fibers and levels the top portion of the infill.



Brushing



Raking



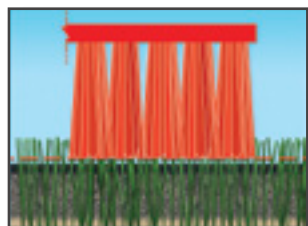
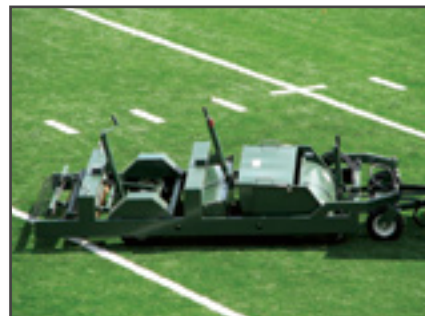
Setting: When setting the Drag Brush for use, the brushes should not penetrate the infill. The rakes should penetrate the infill by $\frac{1}{2}$ ".

- Frequency:
 - Raking: 4-6 weeks
 - Brushing: 6-8 weeks
- Recommended Vehicle: Small garden tractor, gator or larger vehicle
- Speed: 3 mph – always make wide turns

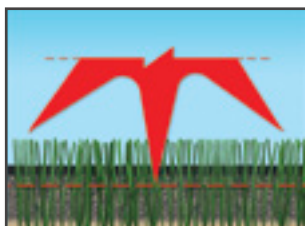


FieldTurf GroomAll

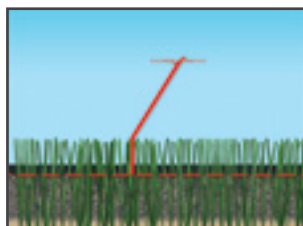
The GroomAll is an all-in one unit that provides all the services of the Hydraulic Sweeper, the RT Groomer and the Drag Brush. This single unit handles all grooming requirements,



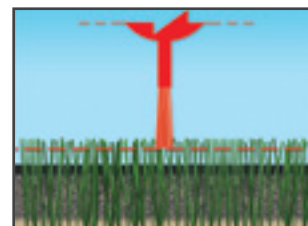
Brushing



Aerating



Raking



Sweeping

Setting: When setting the FieldTurf GroomAll for use, the rotating tines should penetrate the infill by $\frac{3}{4}$ ". The rakes should penetrate the infill by $\frac{1}{2}$ ". The brushes should not penetrate the infill. When setting the sweeper brushes, make sure they never penetrate the infill, just the top of the fibers.

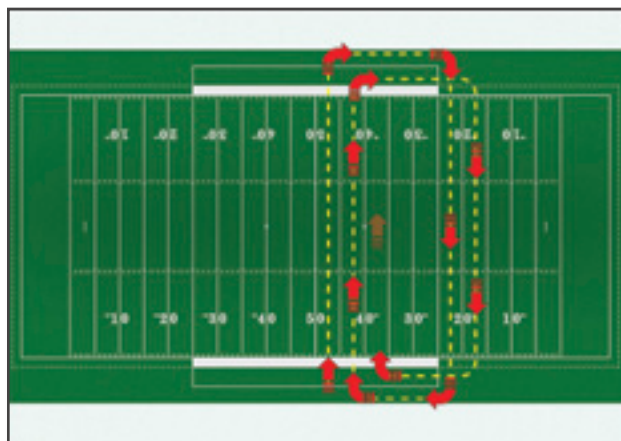
- Frequency:
 - Sweeping: As needed
 - Raking: 4-6 weeks
 - Brushing: 6-8 weeks
 - Aerating: Maximum of 3 times/year, ideally after every sport season, and right after snow clearing, if applicable (beginning in 2nd year)
- Recommended vehicle: Tractor, gator or larger vehicle, 18 HP minimum & must have an on-board hydraulic system with a capacity of 5 to 7 gallons of oil per minute.
- Speed: 3 mph – always make wide turns

Note: To place an order for the FieldTurf Groomright and/or the FieldTurf Sweepright, please visit www.fieldturf.com/maintenance to send in your request. Upon receipt of your information, one of FieldTurf's trained specialists will contact you to confirm ordering and shipping details.

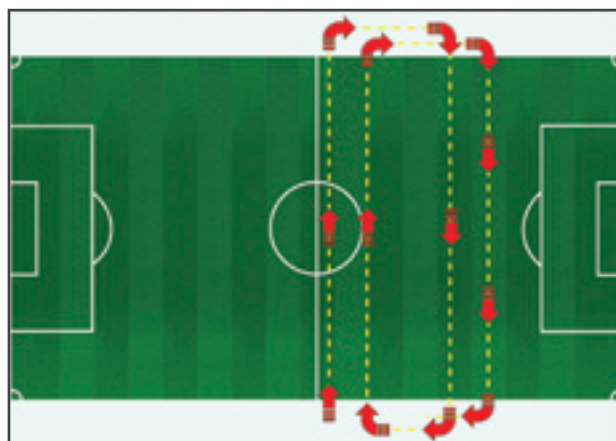


Direction of Operation

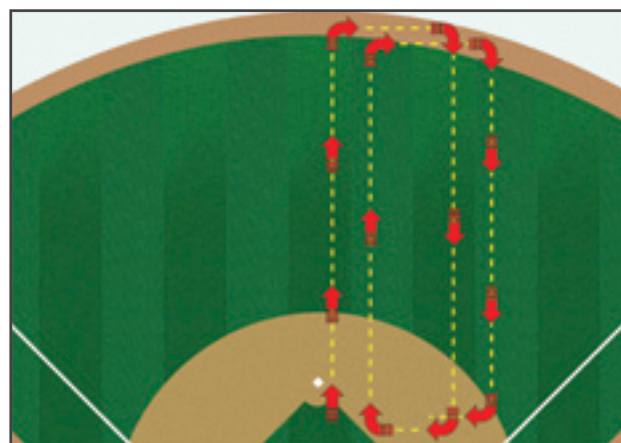
This diagram indicates the ideal method of operation for all FieldTurf machines and BARS procedures. Starting on the sidelines at the edge of the center of the field, cross the field from one side to the other in a straight line. Then go down the sidelines 25 yards and cross the field again to the other side. Next, go up the field 20 yards and cross the field again. Repeat this procedure from the center to both ends of the field until the grooming is complete.



Football



Soccer



Baseball

Key Facts About FieldTurf Maintenance Equipment



Improper use can damage your equipment and your field. Please take note of the following key facts:

- Make sure all equipment is clean before entering the field
- Do not operate any equipment until it is on the field
- Do not operate any equipment while in a stationery position
- Always turn off equipment just before stopping
- When sweeping, check your collector basket immediately after starting and do so often
- Collecting too much rubber while sweeping will indicate improper settings
- Pay special attention to high traffic areas, where the fibers and infill levels may be different from other parts of the field, and adjust your settings accordingly. As with any equipment, always read the manual before operating.

Cleaning Products

FieldTurf has a variety of environmentally friendly products to keep your field completely clean. For unit conversions, please note that we are using the following conversion rate:
1 Gallon = 4 Liters.



FieldTurf Scrub

FieldTurf Scrub is a powerful industrial cleaner and conditioner, which can be used for removal of grease and oil, mold and mildew, and can be used as a deodorizer. It is chemically formulated to be compatible with other FieldTurf treatment products, such as liquid static conditioners.

Standard size bottle: 1 liter

How to use:

Dilute FieldTurf Scrub in warm or cold water and apply by mop, sponge or soft cloth for spot cleaning and with industrial sprayer for entire field application.

Agitate heavily soiled areas, if required. Allow the product to work for a few minutes then rinse off with a high pressure water spray.

Cleaning performance is enhanced through the use of hot water and mechanical agitation.

Suggested application rate of 1:40 (1 liter of FieldTurf Scrub: 40 liters of water) will require 4 liters of FieldTurf Scrub (1 US Gallon) to cover 10,000 sq. ft.

- Heavy dirt, grease and oil – 1:4
- Light dirt, grease and oil – 1:8
- General purpose cleaning – 1:40 to 1:80

Please consult the label on the FieldTurf Scrub bottle for important safety information and precautions.



FieldTurf Static Conditioner

FieldTurf Static Conditioner is specifically formulated for the effective control of electrical static buildup on artificial grass surfaces. The product can be purchased in a liquid form and is safe for applications on FieldTurf surfaces without affecting the color and appearance of your FieldTurf field.

Standard size bottle: 1 liter

Concentrated FieldTurf Static Conditioner mist can be irritating to the throat and nasal passages, so it is recommended that a simple dust/mist filter mask be worn while applying the product.

How to use:

Apply (pure or diluted as required) to the surface to be treated by spray mist and allow to dry. The suggested application rate is 850 to 1000 sq. ft per gallon. Reapply as necessary to maintain desired level of protection. The contents of a standard 1 liter bottle of FieldTurf Static Conditioner will make 22 gallons of “ready to apply” liquid. Place the contents of the bottle in the tank, top the tank with cold water to make a total of 22 gallons and mix for 1 minute. The final product contains 50 grams (~ 2 oz) of FieldTurf Static Conditioner per gallon.

- 1 liter of FieldTurf Static Conditioner will make 22 Gallons and will cover approximately 20,000 sq. ft.
- To minimize aerosol generation, application pressure should be kept below 40 psi.

Please consult the label on the FieldTurf Static Conditioner bottle for important safety information and precautions



FieldTurf Gum Remover

FieldTurf Gum Remover is an effective biodegradable solvent formulated for removing gum, tar, and adhesives from FieldTurf surfaces.

Standard size bottle: 1 liter



Always wear chemical resistant gloves when applying FieldTurf Gum Remover

How to use:

STEP 1: Using a 2.5 - 3 inch wide putty knife, isolate the gum with the attached turf fibers by placing the end of the knife in the fill beneath the affected turf. Force the gum onto the knife.

STEP 2: Saturate a small area of a clean white terry rag with FieldTurf Gum Remover and apply to the gum. Let the solvent penetrate for 1 to 2 minutes to soften the gum, leaving the rag in place. Do not pour FieldTurf Gum Remover directly on the gum as this may damage the infill.

STEP 3: Holding the knife firmly (being careful not to cut the fibers) gently rub the gum up the putty knife surface toward the handle. This will remove the gum from the turf. Starting with a clean area of the rag, repeat steps 2 and 3 until all the gum is removed.

STEP 4: Once all the gum is removed, remove the knife, wipe the area with a clean dry section of the rag.

Please consult the label on the FieldTurf Gum Remover bottle for important safety information and precautions.

Note: To place an order for FieldTurf Scrub, FieldTurf Static Conditioner, and/or FieldTurf Gum Remover, please visit www.fieldturf.com/maintenance to send in your request. Upon receipt of your information, one of FieldTurf's trained specialists will contact you to confirm ordering and shipping details.

Painting

Painting on FieldTurf's Fibers

Before beginning to paint on your field, it is imperative that you contact FieldTurf's Customer Service Department for guidance on specific types of paint to use, recommended suppliers, machines, and proper PSI machine settings.

It should be noted that paint build up over time will affect paint adhesion, aesthetics and possibly drainage, in those areas. It is recommended that paint removal be done approximately after every 5 applications before paint re-application is done. It will be equally important to verify the infill below the surface for paint contamination. This area should be flushed through if necessary. In severe cases, where the infill is totally covered in paint, the infill might have to be removed and replaced.

Below is a list of painting specifications

Type of machine: Airless Sprayer

Spray Tip	
415/417	For painting logos and large end zone areas with handheld wand
315/317	For painting 4" lines with airless sprayer lining equipment

PSI: 800-1000 psi for end zones, logos: tip must be handheld 18" above the surface.

700 psi for 4" lines: tip must be held 4" above the surface.

It is important to note that the pressure should be adjusted accordingly so that only the fibers are being painted and NOT the infill. Spray angle should be between 45 and 60 degrees.

Angle to Spray: 45 to 60 degrees

Recommended Application Temperature: above 50°F ambient (temperature should not fall below 50°F within 24 hours after the application).

Number of Coats: Apply in 2 directions to cover both sides of each blade. Fibers have to be dry before recoating (depending on the climatic conditions). End zones and/or logos may need more than 2 applications. Applying a white primer coat is recommended for logos only.

Time to Dry: Preferably overnight; otherwise 6 to 8 hours at 70°F and 50% humidity.

Paint Coverage: For two medium coats each way: approximately 200 square feet or 600-700 linear feet per gallon based on a 4" wide line.

Remover Coverage: Approximately 500 square feet per gallon or 1500 linear feet based on a 4" wide line.

Life Expectancy	Open	Unopened
Paint	Up to 6 months with lid properly replaced	At least 6 months
Remover	Up to 6 months with lid properly replaced	At least 12 months



Directives for the Removal of Logos, End Zones and all Field Markings



1. First and foremost, the surface should be brushed in both directions to allow the fibers to stand up.
2. Apply removing solution, either pure or diluted, depending on what type of paint you are using (only approved removers should be used based on the paint manufacturer's recommendations – contact FieldTurf Customer Service if you are unsure). Brush in both directions, this will ensure full saturation of the grass fibers. Apply the remover a second time and let stand 10 minutes, depending on the climatic conditions. Remover will dry almost on contact in extremely hot conditions. If this is the case, removal should be attempted in short segments.

3. Use of a broom, brush or any grooming or removing equipment approved for the FieldTurf surface might be necessary.
4. Rinse the surface with clean water to remove any extra paint residue. For best results, use hot water.
5. Leave sufficient time for the surface to dry completely before allowing any activity to resume on your field.
6. The rate of removal may vary due to conditions beyond your control (type of paint, number of coats, exposure, etc). It may be necessary for a second application; if so, repeat the process in the opposite direction.
7. Some infill may be displaced. To avoid this, make sure the brushes used do not penetrate too deep into the infill.



8. Any excess paint will likely be deposited into the infill. Buildup over time will cause the infilled surface to harden. FLUSHING THE SYSTEM WITH WATER (PREFERABLY HOT) IS IMPERATIVE.
9. The use of a paint extracting unit is also very effective to prevent buildup over time. It should be noted that if the above steps are followed your FieldTurf system can be painted multiple times over its life.
10. FieldTurf cannot be responsible for any consequences due to non-compliance of the above directives.



ANY SUBSEQUENT MEASURES NECESSARY TO RESTORE THE INFILLED SYSTEM BACK TO ITS ORIGINAL STATE IS NOT COVERED UNDER OUR WARRANTY AND WOULD BE AT THE OWNER'S EXPENSE.

Snow Removal

There are a couple of methods that can be used to successfully remove snow depending on the situation. This is a highly sensitive operation and the key is to avoid infill removal.

Method 1. If a rain tarp is available to cover the surface of the field, this will allow you to remove the snow as soon as it begins to fall with large olathe p.t.o driven blowers attached to a tractor. The snow has to be a dry snow for this to work. If it's a wet snow you can then remove the snow by using gators with rubber tip plows. Once again, do not allow the snow to accumulate too much before beginning removal.

Method 2. Plowing the uncovered surface with pickup trucks/ gators works fine, however you will have to retro-fit the plow blade. Here's how.

- Hardware needed: long lag bolts, washers, and nuts. One 2×4×8 or 4×6×8 lumber.
- Remove the snow shoes from the plow. Then fit a 2×4×8 or a 4×6×8 PVC pipe or alternate material to the blade in order to keep the blade from coming in contact with the surface.
- Drill the wood to allow for a lag bolt head to recess flush with the bottom of the board. Place a washer at the head of the bolt. Run the lag bolt thru the snow shoe ring on the back of the plow. Add washers above and below the bolt as you would with the snow shoe spacers and attach the nut.



When plowing do not try to scrape the surface clean. Doing so will result in the removal of crumb rubber or worse. Drop the plow to the surface and then raise it slightly, leaving a ¼ inch of snow between the top of the surface and the edge of the plow. After the snow has been removed, spread ice melt or black crumb rubber over the field. Allow this to sit 20–30 minutes and then run the field groomer over the remaining snow to help dissolve it quickly.

Method 3. Snow blowers work. Remember to avoid scraping it clean. Leave a ¼ inch of snow for this option, followed by an application of rubber or ice melt.



BE VERY CAUTIOUS USING ICE MELT ON A FIELD THAT WILL BE USED BY ATHLETES. THE ICE MELT CAN CAUSE SKIN IRRITATION. USE ICE MELT SPARINGLY. CALCIUM CHLORIDE IS PREFERRED OVER SODIUM CHLORIDE BUT CRUMB RUBBER IS PREFERRED OVER ANY TYPE OF SALT.

Don't be too concerned with plowing against the seams of the turf. As long as you are not scraping it clean and are taking your time, it will be fine. If you try to proceed with the removal too quickly, the plow will begin to bounce and prevent a proper and thorough snow removal across the surface.

If a large amount of snow is expected, begin removal if possible as soon as there is an inch of accumulation and keep repeating throughout the storm. If the field is to be used in early spring (April), try to maintain the removal of the snow throughout the winter. It will be easier than removing 3 feet of naturally compacted snow at one time.

Field Protection

FieldTurf surfaces require protection from damage when events, other than approved activities, are held on the surface.

FieldTurf Armour turf protection systems are designed for any turf protection need. These interlocking, modular, and expandable systems are ideal for both small and large on-field events.

If you are hosting an event that requires floor covering and vehicle access, it is important to ensure proper maintenance procedures before and after the event so your field does not get damaged. The three FieldTurf Armour systems designed specifically for use on FieldTurf are economical, high performance choices for temporary event flooring and surface protection – no matter what your needs are. Whether you are a small town high school or a professional team, there is a FieldTurf Armour system tailored for you.

These systems are designed to handle heavy loads and provide ultimate stability and maximum temporary protection of FieldTurf fields. They are the most advanced engineered field protection systems on the market.

The specialized design of these systems permits rapid deployment and break down, making these covering systems ideal for time sensitive events.

Certified installers will perform installations for you to ensure that your field is well protected and the floor covering is installed correctly.

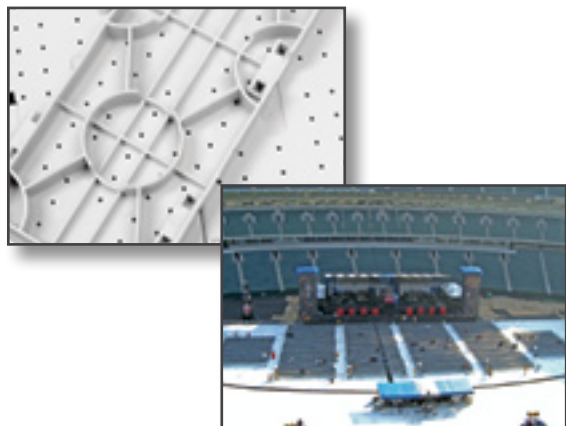
Benefits:

- Quick installation
- Easy transport and storage
- Anti-slip sandblast finish is easy to clean
- No unsightly patterns to catch dirt
- No submerged channels to trap food or debris
- High quality co-polymer plastic has izod impact value
- Specific no-break characteristics
- 5-year UV package prevents brittleness
- High ethylene content provides flexure and prevents cracking
- Connector tabs are designed with flexure to prevent breakage



FieldTurf Armour GP

Suitable for guest areas, chairs, and light equipment. This system is designed to minimize wear, surface abrasion, surface and base compaction, and impact on the turf/infill as a result of attendee traffic.



Specifications:

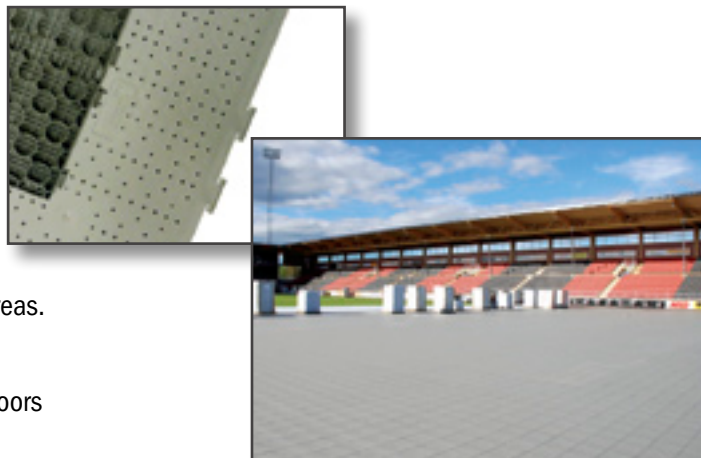
- General Purpose Turf Protection
- Tile size: 4" x 12" x 3/4"
- Module Size: 36" x 48" x 3/4"
- Weight: 0.81 lbs per sq ft
- Supports: 8,000 lbs sq/ft
- Suitable for guest areas, chairs and light equipment.
- Does not require tools - snap connection system.
- Expansion joint modules to control expansion issues outdoors
- Transition edging

FieldTurf Armour MD

Suitable for guest areas, chairs, equipment and staging areas. This system is designed to minimize wear, surface abrasion, surface and base compaction, and impact on the turf/infill as a result of attendee traffic. Underside channels are contoured to eliminate sharp edges. Robust connection system enables tiles to snap together in both directions. MD is robust enough to handle heavy weights, equipment, and attendee traffic.

Specifications:

- Medium-Duty Turf Protection
- Tile Size: 12" x 24" x 1-3/8"
- Module Size: 36" x 48" x 1-3/8"
- Weight: 1.44 lbs per sq ft
- Supports: 20,000 lbs sq/ft
- Suitable for guest areas, chairs, equipment and staging areas.
- Does not require tools - snap connection system.
- Expansion joint modules to control expansion issues outdoors
- Transition edging



FieldTurf Armour HU

Suitable for guest areas, chairs, equipment, staging, trailers, vehicles, trucks. This is the most advanced system on the market today. It is designed to handle heavy weights from vehicles, forklifts, and other moving loads and is the ideal choice for both front and back stage areas. Made from the finest High Density Plastic (HDPE), it is reinforced with additives for increased strength, flex modulus, and izod impact value. Cam locks are manufactured in aluminum providing considerable increased strength.



Specifications:

- Heavy-Use Turf Protection and Portable Roadway
- Module size: 12" x 24" x 1-1/8"
- Weight: 2.45 lbs per sq ft
- Supports: 25,000 lbs sq/ft
- Suitable for guest areas, chairs, equipment, staging, trailers, vehicles and trucks
- Integrated self-aligning hook-and-loop connection system
- Secondary camlock system adds ballast
- Transition edging

After your event is over, it is important to simply brush and groom your FieldTurf surface to rejuvenate the matted fibers and level the top portion of the infill.

Note: To place an order for a FieldTurf Armour system, please visit www.fieldturf.com/maintenance to send in your request. Upon receipt of your information, one of FieldTurf's trained specialists will contact you to confirm ordering and shipping details.

Vehicle Circulation

Your FieldTurf field is designed to accommodate vehicle loads without causing damage to the field surface provided the following conditions and recommendations are followed:

- Ensure that the machines being used on the field are not leaking
- Typically, bases supporting your FieldTurf field are designed for a maximum load-bearing capacity of 70 pounds per square inch (70 psi). Vehicles circulating on your field should conform to this load-bearing capacity limit, unless your base has been specially designed to support heavier loads. Please refer to your internal design criteria to verify the maximum acceptable load your field can accommodate.
- Only vehicles equipped with pneumatic rubber turf tires should be allowed to circulate directly on the field surface.
- Turning of the vehicle on the surface should be done in a wide radius.
- Turning of the vehicle should only be done when the vehicle is in forward motion.
- All vehicles should circulate at slow speeds at all times.
- Abrupt and sudden braking must be avoided.
- Sudden acceleration and spinning of wheels must be avoided.
- Vehicle wheels should be clean at all times to prevent mud or dirt from being deposited on the field surface.
- All vehicles in direct contact with FieldTurf surfaces should be inspected for possible leakage of oil or hydraulic fluids prior to accessing the field.
- In order to avoid rutting of the infill and of the underlying base, circulation of vehicles on outdoor saturated fields must be avoided.
- To protect against heavy and larger sized vehicle circulation, a layer of ¾" thick plywood must be placed over a vinyl tarp covering the field to a minimum distance of 40' to 60' (12 to 20m) and should be installed at all entrance and exit points to the field.

Please note: The FieldTurf surface should be groomed and swept following heavy traffic.

Help

In addition to these guidelines, there are three ways to get answers to any FieldTurf questions you may have:

- 1 - Contact our Customer Service Department at 1-800-724-2969
- 2 - Consult our Maintenance DVD
- 3 - Visit www.fieldturf.com/maintenance



The greatest turf on earth.®

FieldCare Maintenance Program

FieldCare is a national maintenance program geared towards making FieldTurf synthetic turf field systems perform at their optimal level for even longer. The FieldCare program, which is offered to all FieldTurf clients, is comprised of complete field inspections and regular maintenance done only by FieldTurf authorized maintainers. Our national network of trained professionals has allowed the world leader in synthetic turf surfacing to accomplish another ground-breaking offer to its clients and yet another industry-first.

FieldCare maintenance crew visits can be scheduled at your convenience, and will arrive with the customized equipment and supplies necessary to complete the job accurately and within your schedule.

Refer to the FieldCare brochure for detailed information about the program. To sign up or if you have any questions regarding this program, please contact us at our FieldCare headquarters. If you are a FieldCare subscriber, please consult your FieldCare representative for regular maintenance requirements.

FieldCare Headquarters:

Phone: 877-4-FieldTurf
Email: fieldcare@fieldturf.com
www.fieldturf.com/fieldcare



Frequently Asked Questions

What are the best types of shoes to wear on FieldTurf?

The superior playing characteristics of your FieldTurf surface are directly associated with correct footwear and include: torque release, surface friction and traction. The best types of shoes are molded cleats or screw-ins (maximum recommended is ½"). The footwear designated for natural grass is easily transferable to use on FieldTurf.

While use of long steel jagged cleats on FieldTurf will not void the warranty, they are not recommended. Limited use is allowable.

It is important to note that flat-soled shoes and steel cleats do not result in ultimate athlete performance.

Metal and aluminum rounded molded cleats are acceptable.

A complete traction study of footwear on FieldTurf is available upon request.

We have had some vandalism on our field, what do we do?

In all cases, photographs should be taken immediately of any vandalism that has taken place. These will be needed for insurance purposes and should also be sent to the FieldTurf Customer Service Department in order to evaluate the scope of the required repairs.

Burn or singe marks should be evaluated immediately. In some cases, a qualified crew might be able to repair these without replacing sections of the turf.

In the case of paint vandalism, it will be imperative to remove the paint as soon as possible, as the longer it stays on the surface, especially in the hot sun, the more difficult it becomes to remove.

Two commercially available removers are safe for use with the FieldTurf system;

- 1) Graffiti remover by Goof-Off
- 2) Simple Green

Both of these are most effective when used in conjunction with warm/hot water.

A pressure washer is ideal when available; a few guidelines to follow:

- 1) Apply approved remover first.
- 2) Work it in with a brush, first one way against the fibres, then the other. Hot/warm water can be used on the brush to further activate the remover.
- 3) The pressure washer nozzle should be held no closer than 2' from the grass & at no less than a 45 degree angle.
- 4) Again, going in one direction of the fibers, then back the other way.
- 5) All steps should be repeated if necessary.

It should be noted that in most cases it is not known what kind of paint we are dealing with. The above mentioned removers might not give the results needed. Please contact the FieldTurf Customer Service Department as several paint suppliers also manufacture various removers that are safe on our surface. They are also very helpful and knowledgeable with removal methods and will be a good phone or on-site resource, if needed.

We have a sporting event on our field with no time to configure the field properly. Can we use lime, chalk, or tape for temporary lines?

The use of pulverized lime stone such as used on a natural grass field for baseball is not ideal as it tends not to stick to fibers, but simply settle into the Infill. Their prolonged use tends to “gum” up the infill and could eventually affect drainage in those areas.

One time use, if time is a constraint and there are no other options, might be permitted. Please contact FieldTurf Customer Service before proceeding.

Testing the chalk off the field of play is ideal, as it helps adjust your flow rates and allows you to apply as little as possible, while still allowing the players and officials to see the lines.

Unfortunately, all the tests and attempts that have been done with “tapes” to line fields have not been successful. They are either too tacky & risk pulling out fibers & also risk leaving a residue that has to be taken off with a gum remover or are too flimsy and risk being a trip hazard.

A chalk paint is ideal for short term use. Please contact the FieldTurf Customer Service Department for a list of recommended suppliers.

What equipment can be used to paint and remove paint?

A list of recommended painting and paint removal equipment, as well as painting and removal tips and guidelines can be obtained by contacting your FieldTurf Customer Service Department.

We used to have fireworks on the 4th of July, can we still have them with our new field?

Whenever possible, direct contact of fireworks should be avoided near our synthetic grass system. However though some polyethylene fibers could be singed when in contact with live ambers or fireworks, water will immediately alleviate any damage. A fire extinguisher can be used, but water is preferable since it leaves no residue to penetrate the infill, but either one is fine.

Watering the field will certainly help reduce potential damage, however, whenever possible, the field should be covered by a “fire resistant” covering.

Contact the Customer Service Department for a list of recommended suppliers.

Can a Leaf Blower be used on the Field?

Yes, this is an effective method of getting rid of leaves, pine needles, dried sunflower seeds etc. The blower should be held no closer than 2’ from the surface and at a 45 degree angle as to avoid displacing any of the infill from the field.

How does climate affect the FieldTurf surface i.e. snow, rain, and salt water?

Your FieldTurf surface is designed to withstand a wide range of climatic and atmospheric conditions, such as ultraviolet rays (UV), snow, ice, and salt water and sea climates without damage. However, it is essential that the field is washed periodically to remove any salt water deposits on the field surface.

We seem to have a lot of geese landing on our field while they migrate back and forth in the fall and spring, what can we do to keep them away?

Several remedies are safe for humans and unpleasant for our feathered friends.

Contact our FieldTurf Customer Service Department for further details.

Can track and field events such as discus, javelin, shotput be held on my field?

It should be noted that the use of the discus, shot-put, javelin and hammer will not void the warranty.

However to avoid any damage to the FieldTurf surface the following guidelines must be implemented:

The surface should be covered with an appropriate tarp or covering so that the FieldTurf surface is not damaged in any way. An un-infilled piece of FieldTurf also works very well.

FieldTurf recommends that the landing space be rotated each time to avoid use in a concentrated area.

Grooming of the infill is recommended after each event to ensure that the infill is redistributed properly.

The Javelin must be equipped with a rubber tip to avoid damage to the FieldTurf system.

FieldTurf, however, cannot be responsible for any damages caused to the Field by use of any of the equipment mentioned above.

Can we use training equipment, such as blocking sleds on the field?

Training devices should be used with caution. Though their use does not constitute any breach of your warranty, FieldTurf cannot be responsible for any damage caused by the use of any such training equipment.

If used, some of the recommendations are as follows:

- Make use of sleds and various training devices off the field of play, such as D zones, end zones and areas off the main boundaries of play where the panels run parallel to the field and no inlaid markings appear.
- If used on the field of play, at the customer's own risk, this should be between the yard lines, across the field, as opposed to between the goal posts, up and down the field.
- It is imperative to verify that the bottom runners of the sled are smooth.

As in other higher use areas on the field, grooming frequencies might have to be increased to groom both the infill and the fibers.

Note: While certain manufacturers offer equipment specifically for synthetic turf surfaces, they do not accept responsibility for any damages that might occur on the surface.

Can bleaching agents be used on FieldTurf fields?

Oxidizing agents such as bleaching agents should NOT be used on FieldTurf fields.

I seem to have base depressions or dips on my field, what do I do?

Base depressions or "dips" that form on a field are not unlike potholes on our roads. The sub-base construction is similar in some aspects to road work. It usually consists of 6" to 10" of crushed stone over the existing soil that was graded and compacted. Over time and especially if the soil is of poor quality or unstable, areas may depress.

The unevenness or depression that has formed is a result of the shifting of the base soil below it. Obviously this then causes the turf system to sink. It should be noted that this is not part of the turf system warranty, but should be addressed. Contact your base contractor with any sub-base related issues.

What do I do if we spill Gatorade on the field?

We recommend that the areas with Gatorade or other drinks/fluids be cleaned as soon as possible with water in order to avoid bugs being attracted to the surface or jerseys becoming stained as a result of the spilled liquid.

Why does my field appear to be slow in draining?

Slow/insufficient drainage can be caused by a wide variety of factors which include, but are not limited to:

- Poor drain base design
- Utilization of incorrect drain base materials
- Improper drain base construction techniques
- Inadequate infrastructure
- Other outside factors

If these factors have been ruled out or do not seem to be a likely contributing factor, it is possible that the slow drainage is a result of surface tension – a natural phenomenon common in the fabric, carpet and outdoor flooring industry. Surface tension is especially common on recently completed fields. In most cases, the problem resolves itself naturally over the 6 week break-in period as the field is played on. In rare cases, the field could be treated with a surfactant and/or degreasing agent to enhance water penetration and eliminate surface tension.

It should also be noted that some “puddling” or “ponding” is perfectly normal in certain circumstances. In almost all cases, however, the field should be free and clear of any standing water once the precipitation has stopped for approximately 30 minutes.

Notes: _____

Information

FieldTurf
8088 Montview
Montreal, Quebec
Canada H4P 2L7
Tel. (800) 724-2969 Fax. (514) 340-9374
info@fieldturf.com



THE ULTIMATE
SURFACE EXPERIENCE

Exhibit E

List of Storage Facilities and Available Space for use by Contractor

Health Park

Current storage use: Turf Crew personnel, small equipment, mowers & turf equipment, landscaping equipment, tools, and vehicles

East Compound

9870 Johnson Street

Pembroke Pines, FL 33025

Current storage use: East side maintenance staff, janitorial materials, tools, and vehicles

Flamingo Park

1900 NW 122 Ave

Current storage use: aggregates/chalk/baseball equipment (bases), trailers, backhoe, roller, tents

West Compound (Silver Lakes North)

2300 NW 172nd Ave

Current storage use: staff, vehicles, janitorial materials, nets, baseball equipment, tools, and trailers

Price Park

901 NW 208th Ave

Current storage use: table, chairs, and enclosed trailers



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 12.

File Number: 16-0150

File Type: Bid

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester:

Initial Cost:

Introduced: 04/14/2016

File Name: Motion to award PSPW-13-11 To Calvin Giordano & Associates

Final Action: 04/20/2016

Title: (A) MOTION TO RECONSIDER AGENDA ITEM FROM THE APRIL 6, 2016 REGULAR COMMISSION MEETING REGARDING RFQ # PSPW-13-11 OPERATION, MAINTENANCE AND MANAGEMENT OF CITY PARKS TO CALVIN GIORDANO & ASSOCIATES.

(B) MOTION TO AWARD RFQ # PSPW-13-11 OPERATION, MAINTENANCE AND MANAGEMENT OF CITY PARKS TO CALVIN, GIORDANO & ASSOCIATES IN THE AMOUNT OF \$5,438,550 WHICH RESULTS IN AN ANNUAL SAVINGS OF APPROXIMATELY \$1,333,011; AND TO APPROVE THE CONTRACT NEGOTIATED BY THE CITY MANAGER.

Notes:

Attachments:

Agenda Date: 04/20/2016

Agenda Number: 12.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	04/20/2016	approve				Pass
0	City Commission	04/20/2016	approve				Pass

SUMMARY EXPLANATION AND BACKGROUND:

At the April 6, 2016 Commission Meeting, Commissioner Castillo made a motion to reconsider this item. This item is now on the April 20, 2016 Agenda to go before Commission for consideration. The back-up for this Agenda Item was printed in the previous agenda book and will not be printed in the current April 20, 2016 agenda book. Back-up is viewable on the Web (4-6-2016 Agenda).

1. On April 17, 2013, the City Commission approved the advertisement of RFQ# PSPW-13-11 Operation, Maintenance and Management of the City Park Facilities. The purpose of this Request For Qualifications (RFQ) was to solicit statements of qualifications from vendors capable of operating, maintaining, and managing the City's Park Facilities.
2. On June 4, 2013, the City opened three sealed proposals from the following firms:
 - Calvin, Giordano & Associates, Inc.
 - Municipal Business Management
 - Vesta Property Services
3. On June 12, 2013, the Evaluation Committee conducted their evaluation of the proposals and determined Calvin, Giordano & Associates, Inc. to be the most responsive and responsible proposer using to the following criteria provided in the RFQ:
 - Company Background and Capabilities 20 points
 - Relevant Operations and Maintenance Experience 30 points
 - Financial Qualifications 20 points
 - Other Management Experience 5 points
 - Asset Management 5 points
 - Key Personnel Assigned to Project 15 points
 - Local Vendor Preference 5 points
4. On June 19, 2013, the City Commission directed the City Manager to bring back a price for consideration by the City Commission.
5. City Administration began discussions with Calvin Giordano & Associates to provide sufficient information to the vendor in order for them to provide a price for services.
6. Calvin Giordano & Associates proposes a price of \$5,438,550. The price includes the following:
 - (A) Personnel and Management: Calvin Giordano & Associates will provide the labor, management, and oversight needed to efficiently operate and maintain the City's Parks.
 - (B) Operating Supplies: Calvin Giordano & Associates will procure and administer the acquisition of all tools, materials, chemicals, and other supplies needed to operate and maintain City Parks. This includes providing all necessary personnel with a vehicle, uniform, fuel, and tools needed to effectively complete the job.
7. Under this contract the City will be responsible for the following:
 - (A) Oversight of the contract and Administrative support
 - (B) Capital improvements. Each year Calvin Giordano & Associates will assist City Administration in identifying the capital needs of the Park's System. The City will be responsible for budgeting and procuring those capital improvements approved

- by Administration and the Commission
- (C) Office space for Calvin Giordano management.
- (D) Providing utilities to the facilities such as electricity, phone lines, internet access, and emergency power.

8. The proposal will affect 33 Full-Time City positions, 6 Part-Time City positions and 27 Contract positions.

9. Calvin Giordano & Associates has agreed to hire all current full time City employees for employment within Pembroke Pines as well as other employment opportunities within Calvin Giordano & Associates at their current rate of pay provided each employee meets all of Calvin Giordano & Associates' employment hiring standards.

10. Calvin Giordano & Associates agrees to pay any eligible full time employee (transitioning from City Employment) who participates in their group health insurance a \$300 per month insurance Transition Supplement for the time period of **July, Aug, and Sept of 2016**. This amount will be added to the transitioned individual's gross wages. The cost of this supplement is estimated to be \$29,700 for the current fiscal year.

11. The proposed price from Calvin Giordano & Associates is \$5,438,550. Below is a table comparing the City costs with the vendors proposal.

	Annual	4 Months Prorated Savings
City Cost (current budget)	\$6,671,561	
Less Vendor Proposed Contract	<u>5,438,550</u>	
Savings	1,233,011	\$411,004
Sale of Vehicles and Equipment	<u>100,000</u>	<u>100,000</u>
Savings After Sale	\$1,333,011	\$511,004

Note: This contract is effective June 1, 2016. Therefore, the City may only realize four months of the projected savings which equates to \$411,004 for this fiscal year.

12. In addition to the estimated annual savings for the first year of \$1,333,011 (assuming the City realizes the \$100,000 from the sale of vehicles and equipment), by approving this contract, the City will see the benefit of capital cost avoidance in future years.

13. The price proposal from Calvin Giordano & Associates offers the City with an opportunity to provide a significant savings while still being able to provide the residents with the same, or better, level of service.

14. Administration requests the Commission approve the award of RFQ# PSPW-13-11 Operation, Maintenance and Management of City Parks to Calvin, Giordano & Associates in the amount of \$5,438,550 which results in an annual savings of approximately \$1,333,011 and to approve the contract negotiated by the City Manager.

Item has been reviewed by the Commission Auditor and approved for the Agenda.
FINANCIAL IMPACT DETAIL:

The proposed price from Calvin, Giordano & Associates is \$5,438,550 for the first year of the contract. The General Fund savings for 12 months is estimated at \$1,333,011, which includes approximately \$100,000 (a one-time item) for sale of vehicles and equipment. Assuming the contract is effective June 1, 2016 the estimated savings for the remainder of the fiscal year 2015-16 is \$411,004 (excluding any sale proceeds).