

**AGREEMENT FOR  
OPERATION, MAINTENANCE, MANAGEMENT OF THE  
CITY'S RIGHT OF WAY'S**

THIS IS AN AGREEMENT, dated the 29 day of OCT., 2013, 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

**DBI SERVICES LLC**, a company authorized to do business in the State of Florida, with a business address of 100 North Conahan Drive, Hazleton, PA 18201-7355, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

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-13-10 of the CITY's desire to hire a firm to provide Operation, Maintenance, and Management Services for the City's Municipal Public Rights of way as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFQ# PSPW-13-10  
OPERATION, MAINTENANCE AND MANAGEMENT OF MUNICIPAL PUBLIC  
RIGHTS OF WAY**

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

1.4 On September 18, 2013, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter 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-13-10, "Operation, Maintenance and Management of Municipal Public Rights of Way", 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-13-10 "Operation, Maintenance and Management of Municipal Public Rights of Way" as issued by the City, and the Contractor's Proposal to both, dated June 4, 2013, Request for Qualifications Document RFQ# "PSPW-13-10 "Operation, Maintenance and Management of Municipal Public Rights of Way", 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-13-10 "Operation, Maintenance and Management of Municipal Public Rights of Way"
- B. DBi Services to RFQ# PSPW-13-10
- C. Listing of Roadways
- D. Performance Based Maintenance Outcomes
- E. Listing and Copies of Existing Contracts to be Managed by the CONTRACTOR
- F. Florida Department of Transportation (FDOT) Maintenance Rating Program Manual (MRP)

**2.2 "Annual Fee"** means a predetermined, fixed lump sum for CONTRACTOR'S services. The Annual Fee includes cost, overhead and profit.

**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 "BCTED"** means the Broward County Traffic Engineering Division.

**2.5 "Bonds"** means the bid, performance, maintenance and payment bonds and other instruments securing CONTRACTOR'S performance, if applicable.

**2.6 "Capital Expenditures"** means capital expenditures that are planned, non-routine and budgeted as separate capital expenditures by CITY.

**2.7 "Change Order"** means a document which is signed by CONTRACTOR and CITY and authorizes an addition, deletion or revision in the Services, or an in the contract price or the contract time, issued on or after the effective date of the agreement.

**2.8 "CITY"** means Pembroke Pines, CITY of Pembroke Pines Commission, CITY Manager or CITY'S representative, as applicable.

**2.9 "Contract Documents"** means the documents outlined in Article 17 of the agreement.

**2.10 "Contract Price"** means the compensation outlined in Article 6 of this agreement.

**2.11 "Cost"** means all direct costs and indirect costs determined on an accrual basis in accordance with generally accepted accounting principles.

**2.12 "Day"** shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

**2.13 "Facilities"** shall refer to all areas listed in Exhibit C.

**2.14 "FDEP"** means the State of Florida, Department of Environmental Protection.

**2.15 "FHWA"** means the Federal Highway Administration

**2.16 "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 accordance with the performance measures as outlined in this agreement.

**2.17 "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.

**2.18 "Project"** means all the work performed pursuant to the Agreement at the Facilities.

**2.19 "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 facilities or some component thereof.

**2.20 "Reports"** means all annual reports including monthly operating reports, annual reports and any other reports as required by the Permit or manufacturers.

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

**2.22 "Service Area"** shall include the municipal boundaries of the City of Pembroke Pines.

**2.23 "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.

**2.24 "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:

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

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

2.24.3 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;

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

2.24.5 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 management and performance of routine maintenance and incidental repair of the following components of the transportation facility currently maintained by the City within, or associated with, the City right-of-ways, including:

- Sidewalk
- Curb and gutter
- Pothole complaints and repairs
- Pressure cleaning of medians and curbs and sidewalks abutting City Property as traditionally performed by City forces.
- Highway lighting currently maintained by the City with the exception of highway lighting bills which will remain the responsibility of the City
- Guardrail inspection and repair
- Attenuator inspection and repair
- Sign inventory and inspection (to notify Broward County of signing needs)
- Object markers and delineators (unless otherwise contracted)
- Sweeping
- Reflective pavement markers where required by pavement or utility repairs
- Incident and emergency response
- Management of existing subcontracts related to all roadway and roadside assets such as mowing, landscaping, as listed in Attachment E
- Management of existing MOA agreements as listed in Attachment E

## **4.2 General Requirements:**

4.2.1 CONTRACTOR shall perform all work to currently published City Standards and Specifications throughout the contract duration, as may be updated throughout the life of the contract. Manage and perform the maintenance of all assets within the project limits as identified in this scope, perform work that is consistent with the City's maintenance practices, and produce end results in accordance with Contract Documents in effect at the time of the performance of any work and consistent with the City's maintenance practices. Contract Documents include Statutes, Administrative Codes, Design Standards, Maintenance Activity Standards, Rules, Procedures, Handbooks, Guides, Manuals, and applicable Specifications

4.2.2 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 permit requirements and are capable and demonstrate experience necessary to operate and maintain the Facilities.

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

4.2.4 CONTRACTOR shall provide ongoing training and education for appropriate personnel in all necessary areas of operations, maintenance, repair, safety, supervisory skills and emergency operations.

4.2.5 CONTRACTOR shall develop and implement a proper safety program in accordance with applicable laws and standards. All portions of the program shall be adhered to.

4.2.6 CONTRACTOR shall provide proper health and safety measures to ensure safety for the traveling public, City employees, Contractor employees, and subcontractor employees.

4.2.7 CONTRACTOR is expected to maintain the road system uniformly and consistently throughout the contract period by meeting performance specifications. Continued poor performance of work or failure to perform in accordance with the Contractor's proposal will cause the Contractor to be declared in default of the contract in accordance with Article 15

4.2.8 CONTRACTOR will update the highway inventory when changes occur to

any roadway characteristic of the roads within the project limits. Updated inventory sheets will be provided to the City.

4.2.9 CONTRACTOR will maintain a customer service log, which shall detail complaints or requests, and the disposition of the items contained in the log. The customer service log will be made available to the City for review upon request. The Contractor will contact the customer within one (1) working day and have resolution of the customer service request within two (2) weeks, although work may be scheduled for a later date. The Contractor will develop and implement a Customer Service Resolution Plan.

4.2.10 CONTRACTOR will comply with all applicable lane closure restrictions and requirements. In some locations this may require the work to be performed at night.

4.2.11 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.

4.2.12 While performing services under the Agreement, all personnel shall wear uniform shirt with the logo of the CONTRACTOR and shall wear a CITY identification tag.

4.2.13 CONTRACTOR will be required to manage and coordinate any existing City contracts with municipal subcontractors until expiration as listed in the attachments. Active contracts will continue until the money or time expires on the contract, whichever comes first. The CONTRACTOR will document any instances of poor performance by the municipal subcontractor of the existing City contract. If the City prematurely terminates the municipal subcontractor before the contract expiration date listed, the City will compensate the CONTRACTOR for assuming the unanticipated workload remaining on the terminated contract. At the end of the term of the municipal subcontract the CONTRACTOR will provide a performance based proposal to add this work into this contract via a supplemental agreement and will be eligible to bid this work if the City determines that it will let a new contract to perform this work.

### **4.3 Routine Maintenance**

4.3.1 CONTRACTOR will perform routine maintenance activities to the assets included in this contract. These maintenance activities will be performed at a frequency that ensures uniform and consistent compliance with the City criteria, the required maintenance rating level and any other requirements of the City. The Contractor shall perform all non-routine maintenance activities currently being performed by the City such

as: sweeping, pothole filling, and temporary replacement of regulatory signs within public rights-of-way that serve City facilities.

4.3.2 CONTRACTOR will manage the maintenance program including the performance of work needs determinations, location of resources, work assignments and management of resources. The Contractor will develop an annual work program to insure the desired maintenance is performed.

#### **4.4 Incident Response**

4.4.1 The CONTRACTOR will respond and deploy resources upon initial notification, 24 hours per day, 7 days per week, including holidays, to any emergency occurring on the roadway corridors. The Contractor will arrive on-site, prepared to take necessary action with necessary manpower and typical emergency response equipment, within a maximum time of 60 minutes from initial notification of the incident. The Contractor will develop an "Incident Response Plan". Included in the "Incident Response Plan" should be details on public/agency notifications, incident management, how the safety of motorists will be insured, handling of hazardous waste, coordination with Law Enforcement and other appropriate agencies, traffic control, submission of "Incident" reports, the establishment and maintenance of detour routes when needed for closure of roads, emergency repairs, removal of debris and evacuation response. The Contractor will be responsible for all aspects of traffic control related to an incident, including, but not limited to, the entire detour route off the corridor(s) covered by this contract onto state roads or non-state roads. The Contractor will provide notifications for lane closures, road closures, re-opening of lanes or roadways and major incidents per the City's policy. A summary of incident responses performed by the Contractor will be submitted to the City with the monthly invoice.

4.4.2 The Contractor will have incident response procedures in place to ensure proper response within the roadway corridors. The Contractor will comply with all Local, State, and Federal Laws and City plans dealing with evacuation routes. The Contractor will have incident response procedures in place to insure proper coordination of the handling of hazardous waste encountered on the roadway corridor. The Contractor will comply with all Local, State, and Federal laws and regulations dealing with the handling and disposal of hazardous waste.

4.4.3 In the event of an act that is officially declared by the State as an "act of terrorism" the Contractor will not be liable for any damages within the scope of this contract.

#### **4.5 Maintenance Rating Program (MRP)**

4.5.1 CONTRACTOR will achieve and maintain maintenance ratings in accordance with the criteria established in Attachment D. The Contractor will use the criteria established in Attachment D to evaluate and establish the level of maintenance attained to



ensure a uniform and consistent level of maintenance at all times. Each characteristic (ditches, turf, signs, guardrail, etc.) shall meet the desired conditions a minimum of 70 percent of the time unless otherwise stated in Attachment D. Characteristics that are determined to be below minimum required MRP ratings during the baseline assessment will have their scores increased by a minimum of 5 points annually until the minimum required score is met.

4.5.2 The CITY and CONTRACTOR will jointly perform a complete MRP rating three (3) times per year using the criteria outlined in the Florida Department of Transportation MRP Handbook (Attachment F) for items that are included within this contract. The City will randomly generate locations to be rated each period using a method that is mutually agreeable to the City and the Contractor. The Contractor will calculate the MRP scores utilizing the Florida Department of Transportation procedure as outlined in Attachment F.

4.5.3 At least five (5) working days in advance of scheduled MRP evaluation, the CITY will invite the CONTRACTOR to accompany the CITY MRP team with a maximum of two trained MRP team members. If the CONTRACTOR does not attend the MRP evaluation, they cannot contest the MRP scores. Upon encountering any disagreement associated with and MRP evaluation, an attempt to resolve the dispute in the field with the CITY MRP team shall be made. If no resolution can be reached in the field, both parties will document the dispute and elevate the issue to the CITY's Contract Administrator. Failure to reach resolution of the dispute at this level will result in further escalation through the City Manager whose decision is final. Beginning from the time the dispute is elevated to the Contract Administrator, the City is allowed a total of ten (10) business days to resolve the dispute. If the ten (10) business days elapse before the dispute is resolved or if the dispute is resolved in favor of the Contractor, the disputed MRP characteristic will be changed to reflect the Contractor's evaluation for the disputed MRP sample point. After all disputes are resolved, the City will recalculate official MRP scores accordingly.

4.5.4 The table below outlines how the compensation will be adjusted according to the results of the MRP ratings.

The City will hold the retainage withheld from MRP Periods 1 & 2 until the City calculates the Final Annual Rating after MRP Period 3. If the Final Annual calculated deduction is less than the total accumulated retainage for the fiscal year, the balance of retainage will be paid to the Contractor. If the Final Annual calculated deduction exceeds the total accumulated retainage for the fiscal year, the balance will be deducted from the Contractor's payment. All deductions withheld from the Contractor and all retainage refunds to the Contractor will occur through adjustments to the next appropriate monthly invoice amount.	
Deficiency Identification	Deduction/Retainage
Substandard MRP for individual characteristics (Periods 1 & 2)	Retain one eighth percent (.125%) of one-third of the annual contract amount for each MRP point below procedural

	requirements for each characteristic rating
Substandard MRP for individual characteristics (Final Annual Rating)	<b>Deduct</b> one eighth percent (.125%) of the annual contract amount for each MRP point below procedural requirements for each characteristic rating

## **ARTICLE 5**

### **TERM**

5.1 The term of this Agreement shall be for five (5) consecutive years, commencing on November 1, 2013 or upon execution by both parties through October 30, 2018.

5.2 The Term may be renewed for one (1) additional five (5) year term, subject to mutual consent and the execution of a written amendment to this Agreement.

## **ARTICLE 6**

### **COMPENSATION**

Compensation 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 no more than \$887,550 [EIGHT HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS.]

6.2 Compensation paid to the CONTRACTOR for the work performed under Section 20.4 shall include CONTRACTOR'S direct costs for the emergency work plus 15 percent (15%) for overhead and profit.

6.3 Starting on the first month of the second renewal term, the Annual Fee shall be automatically increase by 10%.

## **ARTICLE 7**

### **PAYMENT PROCEDURES**

7.1 CONTRACTOR shall submit on a monthly basis an invoice in a format approved by the City Manager which shall include all required back-up documentation to support the amount. CONTRACTOR shall submit a monthly invoice to the CITY no later than the 15th day of the following month for which services were provided.

7.2 CITY shall process all submitted invoices from the CONTRACTOR on a monthly basis. CONTRACTOR shall be paid the Annual Fee, in accordance with Article 6 in twelve (12) equal monthly 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.

**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 Facilities operations, 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, the Annual Fee shall be increased by an amount equal to CONTRACTOR'S additional Cost associated with the Change in Scope plus fifteen percent (15%). 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 all usual and customary electric, hardline telephone, water, wastewater and solid waste removal services associated with CONTRACTOR'S operation of the facilities as described in the Contract Documents. . CONTRACTOR shall use its best efforts to minimize usage of electricity and water.

9.2 The CITY shall retain ownership of the real and personal property in use at the Facilities. The CITY is a tax exempt entity. It is the intent of the CITY and CONTRACTOR that the property shall remain exempt from ad valorem taxation in accordance with Chapter 196, Fla. Stat. as amended from time to time.

9.4 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 utility 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.

9.6 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.

## **ARTICLE 10**

### **SUBCONTRACTORS**

10.1 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the 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 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 will 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.

## **ARTICLE 11**

### **INSURANCE**

11.1 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. CONTRACTOR will provide the City with at least thirty (30) days' notice of a cancellation of any required insurance. 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.

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**

11.4.1 **Commercial 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:

- 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 two (2) years after the termination of this 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:

11.4.2.1

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 Physical Damage Coverage for all City Vehicles/equipment used by the CONTRACTOR in connection with this Agreement. 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)

11.4.4 **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 two (2) years after termination of the Agreement.

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)

11.5 Each policy shall contain a Waiver of All Rights of Subrogation against the CITY. CONTRACTOR'S policies shall be Primary & Non-Contributory. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

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 cancel the Agreement pursuant to Article 14 and 15 hereof and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

11.11 CITY'S Liability and Insurance.

11.11.1 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.

## **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 Subcontractors; (f) any act or omission of CONTRACTOR or Subcontractors, 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, 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.

12.4 When an event occurs that causes damage to any of the City's facilities, the City authorizes the Contractor to pursue claims against any responsible party for reimbursement of expenses incurred. The sequence of reimbursement for damages will be as follows:

1. Pursuit of claims against the individual or entity which caused damages, or their insurers
2. If eligible, compensation from FEMA or FHWA for qualifying reimbursements



### 3. Contractor coverage

12.4.1 The Contractor's responsibility to make accident damage repairs at its own expense, in each 12-month period beginning with the date of the original contract, shall be capped at 50% of the annual contract amount for that year. The calculation of the 50% shall include any insurance reimbursement or additional compensation obtained by the Contractor under items 1 and 2 above. The calculation shall not include any damage repairs caused by the Contractor's negligence. The annual contract amount as used above means each 12-month period beginning with the date of the original contract and each annual anniversary date thereafter.

## **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 for the Project.

13.3 CONTRACTOR is familiar with and is satisfied as to all Applicable Laws, and all other federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Project.

13.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests and/or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Services or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Services at the Contract Price, within the contract times and in accordance with the other terms and conditions of the Agreement.

13.5 CONTRACTOR is aware of the general nature of the Services to be performed by CITY and others at the site that relates to the Project as indicated in the Agreement.

13.6 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.

13.7 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.

13.8 CONTRACTOR warrants the following:

13.8.1 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.

13.8.2 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.

13.8.3 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.

13.8.4 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.

13.9 The CONTRACTOR represents and warrants to the CITY that:

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

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

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

13.9.4 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

13.9.5 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.

13.10 Truth in Negotiation:

13.10.1 CONTRACTOR warrants that all cost and pricing data provided to the 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. CITY shall be entitled to issue an appropriate Change Order to adjust the Contract Price and contract times based on correcting inaccurate or incomplete information provided by CONTRACTOR.

13.10.2 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.

13.10.3 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.

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

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

13.13 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 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 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 and for costs to demobilize from the project including liquidation of equipment and materials, outstanding costs for bonding and insurance not to exceed \$87,000 to be reconciled and agreed upon by both parties prior to payment. 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 and documents are provided to CITY pursuant to Article 15 of 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 Facilities 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.

## **ARTICLE 17**

### **PAYMENT AND PERFORMANCE BOND**

17.1 Within fifteen (15) calendar days after commencement of contract 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 (31 DFR, 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: A to A+.

17.2 Two (2) separate bonds are required and both must be approved by the CITY. The penal sum stated in each bond shall be the amount equal to the total annual amount payable under the terms of the contract. 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

17.3 Maintenance of said bond and the performance by Contractor of all of the obligations under this paragraph shall not relieve Contractor of liability under the default provisions set forth in this Contract or from any other liability as a result of any breach hereunder. The performance Bond may be "called" in the event of any default hereunder by Contractor. The calling of the Bond shall in no manner restrict or preclude any additional or further remedies available to City against Contractor for breach, default or damages hereunder.

## **ARTICLE 18**

### **CONTRACT DOCUMENTS**

The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

18.1 Change Orders

18.2 Contract for Operations and Maintenance

18.3 Exhibits to this Agreement

18.4 The documents listed above shall be incorporated into this Agreement (except as expressly noted otherwise above).

18.5 There are no Contract Documents other than those listed above in this Article.

## **ARTICLE 19**

### **RECORDS/RIGHT TO INSPECT AND AUDIT**

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

The CITY shall have the right to immediately terminate this Agreement for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Agreement for a period of five (5) years from the date of expiration of this Agreement.

19.6 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 20**

### **EMERGENCIES AND HURRICANE PREPAREDNESS**

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

20.1 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. CONTRACTOR shall be responsible for providing first aid and medical care in accordance with applicable laws and regulations.

20.2 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. 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.

20.3 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.

20.4 In any emergency threatening the safety of persons or property, CONTRACTOR may act without written amendment or change order, at CONTRACTOR reasonable discretion, to prevent threatened damage, injury or loss, CITY shall compensate CONTRACTOR for any such emergency work notwithstanding the lack of a written amendment. Such compensation includes CONTRACTOR's direct costs for the emergency work plus a reasonable mark-up of 15% for overhead and profit.

20.5 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.

20.6 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 15% for overhead and profit.

20.7 Compliance with any hurricane watch or warning precautions specific to the Broward County area, initial damage assessment, and limited clearing of the right of way to allow for emergency response vehicles to gain access and to perform an initial damage assessment required as a result of a natural disaster, catastrophic or emergency response event will be considered part of the contract responsibilities and the CONTRACTOR will not receive any additional compensation.

20.8 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 under Article 14. CONTRACTOR shall not be entitled to any compensation for the time in which it was removed.

20.9 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 making compensation to CITY or other governmental entity, the Facilities, or any effected third party.

20.10 The CONTRACTOR will assist the City with the preparation of any documentation to pursue claims of any emergency reimbursement in response to a natural disaster.

**ARTICLE 21**  
**ASSIGNMENT/SUBCONTRACTS**

21.1 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.

21.2 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.

21.3 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 22**  
**SEVERABILITY**

22.1 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 23**  
**REMEDIES**

23.1 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 24**  
**COUNTERPARTS**

24.1 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 25**  
**NOTICES**

25.1 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:**

CONTRACTOR      Robert Gorski  
DBi Services LLC  
100 North Conahan Drive  
Hazelton, PA 18201-7355

COPY TO            Joseph G Ferguson  
General Counsel  
DBi Services LLC  
100 North Conahan Drive  
Hazleton PA 18201-7355

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) 771-4900  
Facsimile No.       (954) 771-4923

**ARTICLE 26**  
**INDEPENDENT CONTRACTOR**

26.1 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.

26.2. 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 27**

#### **JURISDICTION AND VENUE**

27.1 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 28**

#### **ATTORNEYS' FEES**

28.1 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 29**

#### **ENTIRE AGREEMENT/MODIFICATION/AMENDMENT**

29.1 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 prior written approval of the parties or by execution of a Change Order.

#### **ARTICLE 30**

#### **CUMULATIVE REMEDIES**

30.1 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 31**

#### **SURVIVAL OF OBLIGATIONS**

31.1 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 32**

### **ADVERTISING**

32.1 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 33**

### **BINDING AUTHORITY**

33.1 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 34**

### **HEADINGS**

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

## **ARTICLE 35**

### **EXHIBITS**

35.1 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:

JUDITH A. NEUGENT,  
City Clerk

CITY

BY:

CHARLES F. DODGE  
City Manager

APPROVED AS TO FORM.

Office of the City Attorney



CONTRACTOR

Witnesses:

Cleann Rancourt  
Eleanor Rancourt  
Printed Name

DBi SERVICES LLC

BY:

Joseph G. Ferguson  
Printed Name

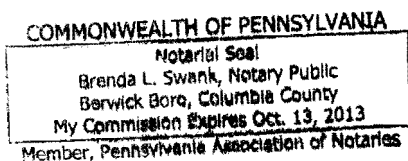
Secretary  
Title

Printed Name

STATE OF Pennsylvania  
COUNTY OF Luzerne

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments personally appeared Joseph G. Ferguson, Secretary of DBi Services, LLC, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of DBi Services, LLC 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 1 day of October, 2013.



Brenda L Swank  
NOTARY PUBLIC

Brenda L Swank  
(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-13-10**

## **REQUEST FOR QUALIFICATION**

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

### **"RFQ # PSPW-13-10 OPERATION, MAINTENANCE AND MANAGEMENT OF MUNICIPAL PUBLIC RIGHTS OF WAY (ROW)"**

There will be a **NON-MANDATORY PRE-BID** meeting on **May 8, 2013 at 9:00 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](mailto: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-13-10 OPERATION, MAINTENANCE AND MANAGEMENT OF MUNICIPAL PUBLIC RIGHTS OF WAY (ROW)"**

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 MUNICIPAL PUBLIC RIGHTS OF WAY (ROW)

REQUEST FOR QUALIFICATIONS # PSPW-13-10

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



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D Sworn Statement on Public Entity Crimes	
E Sample Insurance Certificate	
F Local Vendor Preference Certification	



April 24, 2013

**RFQ# PSPW-13-10**

**Operation, Maintenance and Management of Municipal Public Rights of Way (ROW)**

**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 public rights of way (ROW). 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 maintenance and management of the public ROW 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 maintenance and management of the public ROW 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) Road and Bridge Fund budget can be obtained at the following website:

<http://www.ppines.com/finance/budget-2013-adopted/20-35%20100%20Road%20and%20Bridge%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 maintains approximately 425 miles of public ROW to include pavement of various types, drainage structures, signage, irrigation systems, and street lighting. This contract also includes streetsweeping.

**SECTION 3 – TECHNICAL SPECIFICATIONS / SCOPE OF WORK**

**3.1 Contractor Requirements:**

The City currently operates, maintains, and manages the public ROW 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 management, operation and maintenance, and for all costs including hiring, training, and administering all personnel-related issues to complete the maintenance requirements of all public ROW. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees or the public. The Contractor shall provide all existing



employees of the public ROW maintenance staff an opportunity to apply for positions with the selected vendor. Contractor shall also provide a full-time 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 materials required to operate and maintain public ROW. 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.

## **3.2 City Responsibilities**

- Construction of all major capital improvement projects associated with the public ROW.

## **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 public ROW. This role may include development of forward looking 10-year capital plans for non-routine repairs to public ROW 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-13-10 – "Operation, Maintenance and Management of Municipal Public Rights of Way (ROW)"
- 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.
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. 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. 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.
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	10 points
Key Personnel Assigned to Project	15 points
Local Vendor Preference*	5 points
<b>Total</b>	<b>100 points</b>

- \* 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**

<b>Event</b>	<b>Time &amp;/or Date</b>
Issuance of Solicitation (Posting Date)	<b>4/24/2013</b>
Pre-Bid Meeting	<b>5/8/2013 at 9:00 a.m.</b>
Question Due Date	<b>5/14/2013</b>
Anticipated Date of Issuance for the Addenda with Questions and Answers	<b>5/20/2013</b>
Proposals will be accepted until	<b>2:00 p.m., 6/4/2013</b>
Proposals will be opened at	<b>2:30 p.m., 6/4/2013</b>
Evaluation of Proposals by the Evaluation Committee	<b>TBD</b>
Recommendation of Contractor to City Commission to negotiate price and a final contract	<b>8/7/2013</b>
Commission Approval of Final Contract	<b>TBD</b>
Contract Start Date	<b>TBD</b>

## **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, 5<sup>th</sup> Floor  
10100 Pines Boulevard  
Pembroke Pines, FL 33026

**PLEASE DO NOT SUBMIT ANY PROPOSALS VIA E-MAIL.**

The submittal must be clearly marked **“PSPW-13-10 – “Operation, Maintenance and Management of Municipal Public Rights of Way (ROW)”**

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, 5<sup>TH</sup> 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 8, 2013 at 9:00 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](mailto: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:

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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:

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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.

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At what address was that business located?

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

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

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

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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).

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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.

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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).

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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.

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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.

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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.

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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.

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

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

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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](mailto:accountspayable@ppines.com)

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

## Vendor Information Form

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

**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** \_\_\_\_\_

## 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

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### 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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
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 <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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])

<b>PRODUCER</b>   	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.		
<b>INSURERS AFFORDING COVERAGE</b>			
<b>INSURED</b>  <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 1.2em;"> <b>YOUR COMPANY NAME HERE</b> </div>	<table style="width:100%;"> <tr> <td style="width:40%;">           INSURER A:            INSURER B:            INSURER C:            INSURER D:            INSURER E:         </td> <td style="width:60%; text-align: center; vertical-align: middle;">  <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 1.1em;"> <b>Companies providing coverage</b> </div> </td> </tr> </table>	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	 <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 1.1em;"> <b>Companies providing coverage</b> </div>
INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	 <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 1.1em;"> <b>Companies providing coverage</b> </div>		

**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/DD[YY])	POLICY EXPIRATION DATE (MM/DD[YY])	LIMITS								
	<b>GENERAL LIABILITY</b> <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	<b>Must Include General Liability</b>			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <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	<b>SAMPLE CERTIFICATE</b>											
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS LIABILITY</b> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:60%;">WC STATUTORY LIMITS</th> <th style="width:40%;">OTHER</th> </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 STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
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/EXCLUSIONS

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

<b>CERTIFICATE HOLDER</b>  <div style="border: 1px solid black; padding: 10px;"> <b>City of Pembroke Pines</b>  <b>10100 Pines Boulevard</b>  <b>Pembroke Pines FL 33026</b> </div>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE, THE CERTIFICATE HOLDER SHALL BE NOTIFIED BY MAIL <u>30</u> DAYS WRITTEN LEFT.  <div style="border: 1px solid black; padding: 10px; text-align: center; font-size: 1.2em;"> <b>City Must Be Named as Certificate Holder</b> </div>
<b>AUTHORIZED REPRESENTATIVE</b>		



## 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: \_\_\_\_\_



# 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-13-10

Addendum # 1  
City of Pembroke Pines  
RFQ # PSPW-13-10

Operation, Maintenance and Management of the City's Municipal Public Rights of Way (ROW)

## **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 8, 2013.

Christina Sorensen  
Purchasing Manager  
City of Pembroke Pines

## EXHIBIT A

①

## PRE-BID SIGN IN SHEET

Proposal/Bid # :PSPW-13-10 O&amp;M OF MUNICIPAL PUBLIC RIGHTS OF WAY

Date: MAY 8th, 2013 @ 9a.m.

PLEASE PRINT CLEARLY AND PROVIDE ALL INFORMATION

Name of Company: DBI SERVICES	Name Of Rep: Gerald Kleynhans
Address: 911 NW 209 Avenue Suite 105	Contact Telephone #: 954 444 1090
City, State, Zip: Pembroke Pines FL 33029	Signature: <i>Gerald Kleynhans</i>
E-MAIL: gkleynhans@dbiservices.com	
Name of Company: DBI SERVICES	Name Of Rep: MIKE ATKINS
Address: 911 NW 209 <sup>TH</sup> AVE SUITE 105	Contact Telephone #: 239 293-0525
City, State, Zip: PEMBROKE PINES, FL 33029	Signature: <i>Mike Atkins</i>
E-MAIL: MATKINS@DBISERVICES.COM	
Name of Company: CALVIN, GIORNANO & ASSOCIATES	Name Of Rep: GEORGE KELLER
Address: 1800 ELLER DRIVE #600	Contact Telephone #: 954-232-4186
City, State, Zip: FT. LAUDERDALE, FL 33316	Signature: <i>George K. Keller</i>
E-MAIL: gkeller@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:	



# 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 17, 2013**

**RFQ #PSPW-13-10**

Addendum #2  
City of Pembroke Pines  
RFQ #PSPW-13-10

Operation, Maintenance and Management of Municipal Public Rights of Way (ROW)

## **QUESTIONS AND ANSWERS**

Question # 1	Will the City still provide site for disposal of Vacuum truck and Street Sweeper waste products?
Answer	No.

Question # 2	Does the City RFQ have any canals with the right-of way and if yes- Will canal maintenance or aquatic treatment be required?
Answer	No. Canal maintenance or aquatic Treatment is not included in the scope of this contract.

Question # 3	Will tree trimming and maintenance within the right-of-way be required for this segment of the proposal?
Answer	No.

Question # 4	Is landscaping within roadway medians part of ROW RFQ?
Answer	No.

Question # 5	Is there a limit to the number of pages for this proposal?
Answer	Certain sections of the proposal package have page limitations. Please refer to Section 4 "Proposal Package: on pages 5-7 of the RFQ.

Question # 6	Under Firm's Qualifications #3 – experience of three reference projects. Are these three different projects with experience and qualifications, or do these three projects reference the past performance on similar projects mentioned in #1 under Firm's Qualifications?
Answer	They can be the same projects.

Christina Sorensen  
Purchasing Manager  
City of Pembroke Pines



# 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-13-10**

Addendum #3  
City of Pembroke Pines  
RFQ #PSPW-13-10  
Operation, Maintenance and Management of Municipal Public Rights of Way (ROW)

## **ADDITIONAL INFORMATION**

Please be advised that the City of Pembroke Pines has scheduled the **Evaluation Committee Meeting** for **Thursday, June 6, 2013 at 9:00am** 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 two days** 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



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## **APPENDIX**

### **A: Résumés**



## LETTER OF INTEREST

DBi Services is pleased to submit our proposal to the City of Pembroke Pines for maintenance of the right of way under Contract PSPW-13-10. DBi Services researched the project area carefully, to build our knowledge, management, and staffing plans in preparation for this opportunity. Our successful management of a wide variety of projects demonstrates that we are uniquely suited to deliver quality services to the City of Pembroke Pines.

DBi Services is a leading transportation asset maintenance contractor. We have over 1,200 employees and more than 60 locations worldwide. Our team includes site-based project staff, regional, and centralized corporate support. We take pride in being the premier company in the Asset Maintenance industry, a knowledge-driven organization providing solutions for existing challenges and looking ahead to solve problems for our clients before the issues even exist.

We will collaborate with you to meet your current needs and to implement innovative techniques and methods to meet future challenges. Our cooperative and innovative attitude working on our current projects in Florida demonstrates both our ability and our dedication to providing quality asset maintenance for a wide range of projects.



## WHY DBi Services??

STAFF	Over 1,200 employees; 270 located in Florida
EQUIPMENT	Over 3,000 pieces of specialized equipment; more than 400 stationed in Florida
INDUSTRIOUS	For the past 35 years, we self-perform most work
DEDICATION	Contracts are always completed
INNOVATION	We employ the latest technology and research new methods

### ADMINISTRATION PLAN

#### IDENTIFICATION OF KEY PERSONNEL

The determination of appropriate staffing for any project requires planning and preparation. Staff must not only be technically competent, but able to respond to the public in a courteous and professional manner. Staff proposed for this project meets all of these requirements.

DBi Services plans to utilize Mike Atkins as the Project Manager for this project. Mike is currently the Assistant Project Manager of our Interstate 75 project for the Florida Department of Transportation. Mike is stationed at our Pembroke Pines office at 911 NW 209<sup>th</sup> Avenue and will manage this project from our Pembroke Pines office. Mike worked for the Florida Department of Transportation for more than 40 years before joining the DBi Services team. This knowledge along with his proven management abilities will ensure that this new project will be a success as well.

DBi Services' plans for this project include Supervisors responsible for day-to-day oversight of maintenance operations and work crews.

Sergeant Bill Tayloe will serve as the Incident and Emergency Management Coordinator for this project. Sergeant Bill Tayloe, retired from the Florida Highway Patrol, will manage the damage recovery program as well along with the support of Kathy Monahan.



DBi Services has a full-time safety professional in Florida, Jim Conroy, who will oversee DBi Services' safety program on this project. Likewise, Technical Services Vice President Dayton Burlarley-Hyland will be responsible for all quality and continuous improvement issues on this project including the Maintenance Rating Program (MRP).

#### CONTRACTOR EXPERIENCE

Throughout our 35-year history, DBi Services has continued to grow, expanding geographically, diversifying, and acquiring other companies. DBi Services consists of several major business units, which provided in excess of \$500 million in performance-based contracts to customers throughout the United States and Canada. In Florida, we have successfully completed maintenance contracts for a wide variety of customers for over 20 years, longer than any other roadway asset maintenance contractor.

Current customers for our affiliated company Aquagenix in the Pembroke Pines area include:

- Pembroke Isle HOA
- Pembroke Isle Mitigation
- Pembroke Lakes Mall
- Pembroke Lakes Golf Course
- Pembroke POA Inc.

#### PROPOSED FACILITY CAPABILITIES

DBi Services manages over 60 facilities worldwide and more than 3,000 pieces of equipment in its own fleet. Our facility capabilities are second-to-none. We already have a project office located at 911 NW 209<sup>th</sup> Avenue in Pembroke Pines to provide efficient support to this project's operations. In addition, our Regional Office in Jacksonville and our other offices in Florida will support project operations when needed to ensure fast response to incidents and emergencies, excellent customer service, and efficient maintenance throughout the project.

#### MANAGEMENT AND TECHNICAL PLAN

Our Technical Plan provides detailed information about how we will maintain the assets in this project. This comprehensive plan contains information on how our software systems will assist DBi Services in the analysis of historical data to develop long-term preventive maintenance strategies.

## OPERATIONS PLAN

### INCIDENT RESPONSE AND EMERGENCY OPERATIONS

Prompt and thorough response to incidents 24/7/365 is of primary importance. DBi Services will hire and deploy staff strategically throughout the project area to ensure our staff will respond well within the contract requirements. All vehicles will be provided with a full complement of emergency response equipment to set up traffic control and minimize delay for the traveling public. Sergeant Bill Tayloe, our Incident and Emergency Management Coordinator, is a retired Florida Highway Patrol officer with 29 years of experience. He is familiar with the project area as has worked with Florida law enforcement and emergency service providers during his tenure at FHP.

### SUMMARY

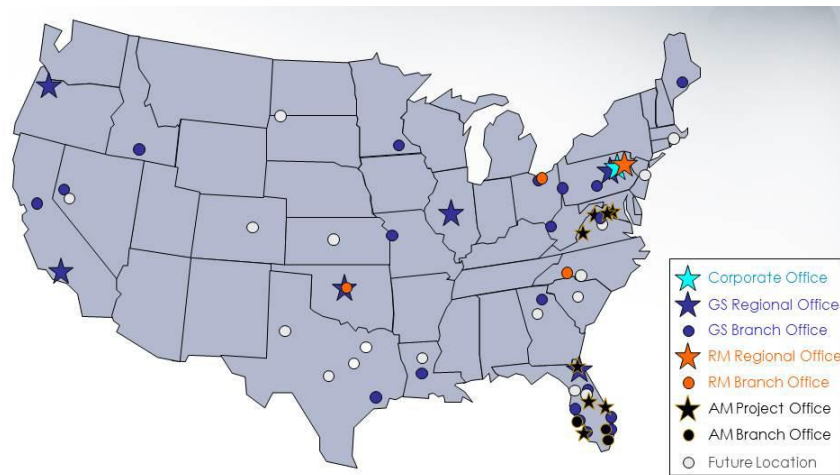
Asset maintenance requires a wide range of disciplines and services, as well as the management systems and expertise to deliver these services safely and efficiently. DBi Services provides many of the work items through an in-house team and through affiliated companies. We are not merely a 'broker' of services, but a major service provider with a vast array of resources available for both planned and emergency use. This allows us to be more readily available for the ever-changing needs of all projects. Our capabilities are particularly important when additional resources are needed for emergency management and evacuations due to severe weather or disaster. We have successfully executed hundreds of performance-based contracts across our various disciplines, and we look forward to working with Pembroke Pines on this contract.

As the successful proposer, we pledge to provide unparalleled service, quality, and customer satisfaction. We are here to collaborate with you to meet not only your current needs, but to work with all of our partners in research and development to discover new innovative techniques and methods to meet emerging challenges.



## 1 CONTRACTOR DESCRIPTION

DBi Services was founded in 1978 by Neal and Paul DeAngelo. Over the past 35 years, the DeAngelo brothers expanded their business to include vegetation management for Departments of Transportation's roadsides, utility right-of-ways and industrial sites, such as petroleum tank farms. Expansion and diversification continued as DBi Services acquired companies and expertise in pavement marking and industrial cleaning, such as sweeping, graffiti removal, and bridge and tunnel washing. Business continues to expand steadily and DBi Services now encompasses more than 60 locations worldwide with more than 1,200 employees.



Today, DBi Services provides highway, industrial, and commercial service solutions for roads, vegetation, cleaning, and asset maintenance, with clients including federal, state, and local governments, railroads, utilities, and large industries throughout the United States and worldwide. We are confident our innovative and creative approaches combined with our many years of experience will be of great benefit and value to the City of Pembroke Pines.

Since our inception, the central business philosophy at DBi Services has been to take care of our customers and employees better than any other company. Our purpose is to increase the economic well-being and quality of

life for all of our stakeholders, including our customers, employees, and strategic partners, but also the public and the environment.

Our commitment to providing quality maintenance services in Florida spans many years. More than 12 years ago, we made a strategic decision to enter into the asset maintenance industry. Our performance on the projects we already maintain is a testament of our determination to provide the best possible product to our customers. We continually work with our partners to solve challenges and ensure success. Our cooperative attitude is manifested in our willingness to adjust staffing and work plans to accommodate our customers' needs.

DBi Services understands the need to continually improve maintenance techniques and materials. We place great emphasis on research and development, looking for new and innovative ways to improve our approach to asset maintenance. We have partnerships with a number of universities, where we work together to research tomorrow's problems today. These partnerships have led to the application of new materials and methods in our maintenance and operations projects in Florida, and throughout the United States. This approach of industry best practice, coupled with academic research and development, is unique within the asset maintenance industry.

DBi Services has more extensive Florida experience than any other asset maintenance contractor. Working with local cities, counties, utilities, and private sector organizations, **DBi Services has over 3,500 active contracts throughout the state**, providing roadway, environmental, and vegetation management services.

Organization Type	Number of Active Contracts
Government/Public Sector	302
Private Sector	2074
Miscellaneous	815
Office/Retail	391





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Key areas we will focus on to ensure project success include the following:

- Project Administration
- Training
- Work Planning
- Quality Management
- Incident and Emergency Response
- Customer Service
- Asset Maintenance Operations (In-House, DBi Services' affiliates and subcontractors)

Each area is vital to the overall success of the contract. Strong planning, budgeting, and administrative oversight are necessary to ensure the project begins properly and successfully continues throughout the entire contract period. High-quality responsive field operations, using in-house staff, DBi Services' affiliates and traditional subcontractors form the core of the DBi Services team. We assembled an excellent team of professionals, technicians, and maintenance personnel to conduct our field efforts.

Our Project Manager, Safety Manager, and Area Manager will oversee the work of our crews and subcontractors. All of these units will work closely together as a team to accomplish tasks in the most efficient and professional manner.

Our QA/QC team monitors our operations closely; feedback from this group allows us to achieve continual improvement. Our asset maintenance system enables us to accurately plan, execute, and monitor. We also utilize a comprehensive training program that prepares our team to perform duties safely and efficiently, while providing a feedback loop for continuous improvement.

### **1.A.1 RANGE OF ACTIVITIES**

#### **THE DBi SERVICES GROUP**

We have an extensive internal supply chain offering a range of services that are unparalleled amongst our competitors. This commitment to delivering the majority of the work ourselves offers the City of Pembroke Pines greater certainty of timeliness delivery for all project services.

#### **COMPREHENSIVE ASSET MANAGEMENT**

Our expertise in areas of individual maintenance led us to develop an Asset Management Business Unit, which performs asset management and comprehensive maintenance contracts. DBi Services excels in managing and maintaining assets for our clients. We also have the ability to collect geo-referenced inventory and condition data for assets in an extremely cost-effective manner.

DBi Services' Asset Management Business Unit currently performs asset maintenance services on high profile contracts in Florida, Virginia, Maryland, in the U.S. and Ontario and Quebec in Canada.

#### **ROADSIDE MANAGEMENT**

DBi Services is the nation's largest and leading vegetation management company. Our vegetation services include mowing, herbicide application, turf remediation, tree and brush control, and comprehensive monitoring and mitigation of invasive and noxious species. These services are provided for roadsides, industrial sites, railroads, and utility right-of-ways.

DBi Services' size, coupled with an industry leading approach to innovation, allows us to deliver the most cost-efficient vegetation management services throughout North America. We accomplish this with our team of dedicated, experienced professionals who continuously work to excel and lead the industry in every way possible.

#### **ENVIRONMENTAL MANAGEMENT**

DBi Services is the leader in providing environmental management, including stormwater and wetland management services throughout North America. We set the industry standard in providing a unique approach to customizing and delivering exceptional services to private, commercial, and governmental customers in all aspects of environmental management. DBi Services provides drainage cleaning and repair, design and inspection of stormwater systems, wetland design, installation, maintenance and restoration. We have extensive experience with NPDES compliance across Florida and also perform the following services: mitigation area maintenance, exotic/nuisance plant control, aquatic weed and algae control, fountains and aeration systems, wetland planting and restoration, and fish stocking and other lake services.



### TRAFFIC SERVICES

DBi Services excels in providing maintenance and management of traffic appurtenances, such as signs, guardrails, lighting, signals, and attenuators. Our experienced engineering staff designs and implements solutions for traffic operations issues, including mitigation of high accident locations. Our project staff provides immediate response to incidents and emergencies, including evacuations for natural disasters, such as hurricanes.

### ROADWAY MANAGEMENT

We are one of the nation's premier roadway management companies, having been ranked in the top five nationally by *Pavement Maintenance Magazine*. DBi Services' roadway management team delivers services worldwide, including line painting, rumble stripe installation, rumble strip installation, pavement marking removal, methyl methacrylate application, epoxy application, hi-build water-based paint application, thermoplastics, sweeping, reflective pavement marker removal and installation, and High Friction Surfacing Treatment (HFST).

### STRUCTURE MANAGEMENT

DBi Services provides bridge maintenance management nationally and internationally. Key services include bridge and structure inspection, overlays, cleaning and repair, as well as tunnel maintenance and repair, graffiti removal, and movable bridge operations. DBi Services' Structure Management Division builds on extensive experience with bridge and tunnel maintenance.

This diversity and experience of self-performed services is one of our core strengths that far exceed the capabilities of any other contractor.

### ABILITIES AND EXPERIENCE OF PERSONNEL

Our team is comprised of management and engineering professionals with extensive experience in the delivery of transportation asset maintenance contracts in Florida and throughout the United States. The key personnel selected for our team have more than 200 years of combined experience working with Departments of Transportation across the United States and contribute extensive knowledge of public highway works, as well as a thorough understanding of procedures, standards, codes, and documentation. Our highly qualified staff is prepared to supply exemplary service to the City of Pembroke Pines and the traveling public.

For this project, we will continue our tradition of providing knowledgeable managers with a strong commitment to customer service and quality outcomes. In addition, field employees will be hired and trained during mobilization. Pembroke Pines' existing ROW maintenance staff will be encouraged to apply for open positions with DBi Services. We continually provide exceptional service with a positive attitude and our work environment promotes innovation and prompt delivery of services.

Key project and support staff, including experience with work items in this contract, are depicted in Figure 3.



FDOT Activity Number	Description	Forecast											
		July 2013	August 2013	September 2013	October 2013	November 2013	December 2013	January 2014	February 2014	March 2014	April 2014	May 2014	June 2014
Pavement Maintenance													
411	Asphalt Repair - Manual												
412	Asphalt Repair - Mechanical												
414	Base Repair												
421	Pressure Grouting												
423	Concrete Pavement Joint Repair												
425	Concrete Pavement Surface Repair												
Roadside Maintenance													
424	Concrete Slope Pavement Joint Repair												
431	Motor Grader Operation												
432	Repairing Non-Paved Shoulders, Front Slopes, and Roadside Ditches - Manual												
436	Reworking Non-Paved Shoulders and Front Slopes - Mechanical												
459	Concrete Sidewalk Repair												
527	Fence Repair including enhanced performance criteria												
Traffic Services													
457	Concrete Repair												
519	Delineators												
520	Signs - Ground Signs 30 Square Feet or Less												
521	Signs - Ground Signs Over 30 Square Feet & All Overlane Signs												
522	Sign Cleaning												
526	Guardrail Repair												
530	Routine Attenuator Inspection and Service												
531	Attenuator Repair												
532	Pavement Striping - Large Machine												
534	Pavement Symbols												
537	Raised Pavement Marker Replacement												
779	Motorist Aid Callbox Maintenance - signs, signposts and concrete pads												
787	Highway Lighting Maintenance including enhanced performance criteria												
Drainage Maintenance													
436	Reworking Non-Paved Shoulders and Front Slopes - Mechanical												
451	Clean Drainage Structures												
456	Repair or Replace Storm Drains, Side Drains, Cross Drains												
457	Concrete Repair												
461	Roadside Ditches - Clean and Reshape												
464	Outfall Ditches - Clean and Repair												
498	Storm Water Management												
542	Road Sweeping - Manual												
543	Road Sweeping - Mechanical												
545	Edging and Sweeping - Anticipated at underpasses												
Vegetation and Aesthetics Maintenance													
433	Sodding												
435	Seeding, Fertilizing, and Mulching												
471	Large Machine Mowing including enhanced performance criteria												
482	Slope Mowing including enhanced performance criteria												
484	Intermediate Machine Mowing including enhanced performance criteria												
485	Small Machine Mowing including enhanced performance criteria												
487	Weed Control - Manual												
489	Wildflowers												
490	Fertilizing												
492	Tree Trimming and Removal including enhanced performance criteria												
493	Landscaped Area Maintenance												
494	Chemical Weed and Grass Control												
497	Chemical Weed and Grass Control Selective Weeding												
540	Graffiti Removal												
541	Roadside Litter Removal												
Other Contractual Requirements (not referenced above)													
	Compliance with all Regulations												
	NPDES Corrective Actions												
	Enhanced Bridge Criteria												
	Removal of Trespassers												
	Department of Agriculture Facility Maintenance - inspect and maintain monthly												
	Payment of Utility Bills												
	Department of Corrections Crew Management												
	Maintenance of Unpaved Service Roads												
	Inspection and Maintenance of Bridges and Sign Structures												
As Needed Maintenance													
Scheduled Maintenance													

Figure 1: Sample of a DBi Services Preliminary Work Plan for an FDOT Project

Figure 1: Sample of a DBi Services Preliminary Work Plan for an FDOT Project





### 1.A.2 PERFORMANCE ON SIMILAR PROJECTS

DBi Services currently has several asset maintenance projects similar to the scope of this project. Here, we present our past and current asset management and maintenance projects that are closely aligned with the requirements for this project.

#### US 27 AND BELLE GLADE AREA

Florida Department of Transportation, District 4

Contract value: \$10,848,446.00 (seven-year contract with seven-year renewal)

DBi Services provides comprehensive asset management of state highways in Western Palm Beach, Broward, Martin, and Okeechobee Counties, including the inspection and maintenance of 34 bridges. This project consists of approximately 189 centerline miles of primary and secondary highways. DBi Services is also responsible for all permitting responsibilities on behalf of FDOT. This is the second time DBi Services was awarded this project after completion of the first seven-year term.

Project highlights include the following:

- Debris clean up and repair after Hurricanes Frances and Jeanne in 2004 and after Hurricane Wilma in 2005
- First asset management company in Florida history to get an 'excellent' rating on a Quality Assurance Review from Tallahassee for its 2007 project operations in West Palm Beach
- Met all time limits on this project for incident response, including one major accident, which involved 11 tractor trailers and 3 vehicles, a fire and a trapped motorist, along with spilled materials, including rock and fuel, where the road was reopened within 12 hours



#### ORANGE, OSCEOLA, BREVARD, AND VOLUSIA COUNTIES ASSET MAINTENANCE

Florida Department of Transportation, District 5

Contract value: \$17,568,439 (seven-year contract with seven-year renewal)

DBi Services provides comprehensive asset maintenance of non-interstate, primary highways in Osceola and southern Brevard Counties, as well as guardrail and handrail inspection and maintenance in northern Brevard, Orange, and Volusia Counties. This hybrid project consists of approximately 196 centerline miles of full asset maintenance roadway and approximately 328 centerline miles of guardrail, handrail, and attenuator inspection and maintenance. It also includes State Road A1A along the Atlantic Ocean, as well as roadways in the northwest section of Osceola County surrounding the Walt Disney World properties.



Project highlights include the following:

- Maintaining the roadways for safe driving conditions, including asphalt, sidewalk, and sign repairs
- Emergency response to incidents
- Identification and resolution of stormwater related issues
- Construction of new outfall ditches
- Working closely with local law enforcement, such as assisting in setting up DUI checkpoints by providing the proper maintenance-of-traffic, enabling law enforcement to successfully and safely operate the checkpoint
- Management on behalf of FDOT for 12 Memorandums of Agreement (MOA's) - contracts between FDOT and local governments for specific maintenance services
- Management of four Department of Corrections' inmate crews





### INTERSTATE 75 ULTRA ASSET MAINTENANCE

Florida Department of Transportation, Districts 1 and 4

Contract value: \$92,573,000.00 (seven-year contract with seven-year renewal)

DBi Services provides comprehensive management, operations, and asset maintenance of all roadways, roadsides, structures, rest areas, recreational areas, and weigh stations along one of the most transited expressways in Florida – Interstate 75. More than eighty thousand vehicles travel sections of this Ultra Asset Maintenance project on a daily basis. As the largest asset maintenance project of its type in the United States, this project covers two FDOT Maintenance Districts and consists of approximately 254 centerline miles from the Hillsborough/Manatee County line to the Broward/Miami-Dade County line, along Alligator Alley. Also included in this project is a short section of Interstate 275 from the Sunshine Skyway Bridge south to Interstate 75, as well as portions of State Routes 84, 681, and 876.



This unique project also includes the maintenance, management, and operation of eight rest areas, two weigh stations, roadside recreation areas, and toll facilities within Alligator Alley. In addition, inspection and maintenance of bridges, overhead sign structures, and high mast light structures is also included.

Project highlights include the following:

- Accident and emergency response throughout the project corridor, including evacuation planning and contra flow implementation
- A unique fence system that prevents animals, such as alligators, from entering the roadway and presenting a hazard to the traveling public; the fence also includes intrusion detection system that identifies when a vehicle impacts the fence and alerts emergency response personnel
- Facility management, that includes cleaning and maintaining of rest areas, weigh stations, and recreational areas throughout the project
- Management and operations of water and wastewater treatment facilities, including periodic chemical and biological analyses to comply with The Safe Drinking Water Act and Florida Department of Environmental Protection requirements

### DUVAL COUNTY STATE HIGHWAY MAINTENANCE

Florida Department of Transportation, District 2

Contract value: \$48,744,000 (five-year contract with five-year renewal)

DBi Services provides comprehensive asset maintenance of non-interstate state highways within FDOT, District 2, including a particular focus on the maintenance of an aging drainage system within the City of Jacksonville.

This project consists of approximately 471 centerline miles, which includes about 36 limited access miles. The lack of interstate miles creates other challenges to the project, including 2500 intersections, 1400 manholes, 300 miles of sidewalk, 150 miles of drainage pipe, 60 miles of guardrail, and 10,000 sign panels.



Project highlights include the following:

- Emergency response to road closure and washouts from Tropical Storm Faye in 2008
- Incorporation of significant public input for the primary road aesthetic issues
- Maintenance and repair strategies for stormwater drainage system
- Special emphasis on aesthetics before and during major events, such as professional football games, golf tournaments, air shows, and marathons
- Compliance with extensive environmental permits



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### 1.A.3 RECENT, CURRENT AND PROJECTED WORKLOAD OF CONTRACTOR

DBi Services' operations are highly scalable. We establish project-specific offices for each of our asset maintenance projects to ensure efficient delivery and operations of maintenance functions. Our current workload will not affect our ability to perform on this project.

Once notified that we are the successful bidder on a project our mobilization team is dispatched to the new project area to ensure start-up operations and the transfer of maintenance and operations responsibility to DBi Services are performed seamlessly. This mobilization team is comprised of staff with experience mobilizing our eleven existing projects that are similar to this one and consist of personnel from the following offices:

- Purchasing – to procure needed equipment for the project
- Finance – to establish local lines of credit for needed consumables
- Safety – to perform initial training for staff
- Technical Services – to set up project office(s) and establish the quality assurance and quality control systems specific to the project

Mobilization staff assists the Project Manager with all of the details of project mobilization to ensure that the Project Manager can focus on establishing work plans and coordinating with our new client.

### 1.A.4 COST CONTROL METHODS

The DBi Services plan differs from others in that we will be performing more work with our own staff; therefore, we will be able to control costs and productivity and take advantage of efficiencies within our own organization. We are capable of performing many highly specialized and expensive works, such as bridge cleaning and striping, ourselves and will therefore have increased control over costs and scheduling on major items of work. This capability means much more work will be accomplished directly by DBi Services and in-house divisions than will be accomplished directly by other asset maintenance companies submitting proposals for this project.

Our plan is to allow our affiliated companies to compete with other subcontractors to ensure we are receiving high quality services at a competitive price. The advantages of this approach are many, including the following:

- Competitive pricing
- Ability to quickly address equipment breakdowns
- Ability to supplement subcontractors who need additional resources
- Timely replacement of sub-par or non-responsive subcontractors
- Capability to reassign staff/subcontractors efficiently in time of emergency

One of the issues we discuss in training is the need to identify all items of work at a given location and foster a sense of ownership of the project assets. Without this knowledge, staff can be dispatched to perform one item of work without realizing another item of work can be completed at the same time, therefore, saving time and costs. For example, staff arrives on site for a guardrail repair and fails to notice a shoulder drop-off that can easily be repaired at the same time. Fostering a culture of ownership further emphasizes to our team that the project area needs to be viewed holistically.

DBi Services also has the ability to accelerate needed maintenance items and accomplish them when our equipment is in the area performing work on other projects. We will schedule our work during periods when the equipment may be idle, such as during slack time if a project completes ahead of schedule and the next contract is not due to begin for several days or a week. This tactic allows us to be extremely competitive and apply resources to provide a high level of quality. Since we already perform a significant amount of work across Florida, we will frequently have equipment that can be deployed to this project as needed.

#### PROACTIVE MAINTENANCE

In addition to the planned maintenance, DBi Services also devotes resources to investigate the root cause of problematic maintenance elements to determine if there is an appropriate solution to eliminate ongoing maintenance needs. Work Plans will include preventive maintenance aimed at maintaining assets at their desired states. The goal is to prolong asset life, while reducing longer-term maintenance needs, and this strategy has proven to be successful on similar asset maintenance projects.



Highway asset maintenance takes place in an environment of constant change, much of which is not within the Asset Manager's control. Weather conditions have a great effect on the highway and its appurtenances. Accidents and incidents can change the condition of the road daily. There are preventive methods that we will implement on this project to ensure we have as much control as possible over these conditions. Weather patterns will be tracked and DBi Services will remediate areas that are subject to weather-related problems, such as flooding. High accident areas will be reviewed to determine whether it is possible to make changes to improve safety and decrease accidents.

#### PREVENTIVE MAINTENANCE

Preventive maintenance items are activities that preserve the condition of the assets. While the need for preventive maintenance is well documented, it is seldom funded. This is frequently due to a higher initial cost for preventive maintenance, although the lifecycle cost is generally much lower. In some cases, preventive maintenance is simply a function of having enough staff to perform simple functions like tightening loose bolts before damage occurs. While there are many items of routine maintenance that also act to preserve assets, cleaning a drainage structure after it is completely obstructed and has caused flooding is much less efficient than keeping it clean and preventing flooding.

#### ROUTINE MAINTENANCE

Routine maintenance keeps the assets in a condition so they are able to function as designed throughout their service life. Functionality, safety, and preventing failure are important, but some wear and tear may still be present. This work involves minor repairs that restore minor material deterioration. DBi Services will perform routine maintenance promptly to ensure that assets do not deteriorate further.

#### DEMAND MAINTENANCE

Demand maintenance contains items that are planned for, but cannot be specifically scheduled. A good example of demand maintenance is incident management and subsequent damage repair or response to severe weather. DBi Services is ready to respond to instant maintenance needs that arise due to weather or changed conditions.

#### RESTORATIVE MAINTENANCE

Restoration is defined as returning an asset to its original condition or the condition if it was subsequently improved.

#### ACCESS TO THE CONTRACTOR'S TOP LEVEL MANAGEMENT

All DBi Services staff members are always available to answer questions or concerns via email or cellphone. The table below shows the location of key project staff along with percentage of project involvement.

DBi Services' Project Manager will establish and maintain an ongoing line of communication with Pembroke Pines' managers, as well as the technicians within the project limits. The open line of communication will be facilitated through online access to our asset maintenance system and regularly scheduled meetings with City staff.

An open line of communication will provide many benefits and allow both parties to stay abreast of any changes. It will also allow DBi Services to communicate changes to its staff and subcontractors efficiently and to implement any necessary changes as quickly as possible.

Name and Role	Base Office Location	Percentage of Project Involvement	
		Start-Up	Project Operations
Paul DeAngelo, Executive Review Board	Hazleton, PA	10	5
Brian Berlanda, Executive Review Board	Hazleton, PA	15	5
Bob Gorski Business Operations	Hazleton, PA	20	15
Dayton Burlarley-Hyland Technical Services	Hazleton, PA	20	15
Amy Burlarley-Hyland Project Advisor	Hazleton, PA	15	5
Doug Aarons, PE Regional Manager	Jacksonville, FL	40	15
Mike Atkins Project Manager	Project Office	100	100
Jim Conroy Safety Manager	Project Office	40	15
Stew Metzler Vegetation Management	Jacksonville, FL	30	10
Sergeant Bill Tayloe Incident Management	As Needed	25	15
Kathy Monahan Damage Recovery	As Needed	20	10
John Milkent NPDES Permit/Stormwater Compliance	Project Office As Needed	40	15



## 2 PERSONNEL

Our project team has the combination of experience and expertise to successfully deliver the services required in this contract. Our organizational structure is shown in Figure 2 and summaries of our key personnel, along with their roles and responsibilities for this project, follow.

### KEY PERSONNEL

The key DBi Services personnel who will work on this project, including their project titles and roles, office location, and the percentage of time they will devote to the project is found on the previous page.

#### Doug Aarons, PE, Regional Operations Manager

Regional Manager Doug Aarons is a licensed Professional Engineer in Florida. He will support this project through program level support, engineering management, and asset maintenance expertise. Doug has more than 13 years of experience in the asset maintenance industry. As the Regional Manager, he is responsible for all of DBi Services' Florida projects. Prior to his promotion, Doug was the Project Manager for DBi Services' Duval Primaries project, as well as the Project Manager for the Interstate 75 Ultra project.

Doug's key responsibilities will include:

- Assist with start-up
- Train and oversee project staff
- Act as advisor and mentor to the Project Manager
- Act as liaison with City Officials for issues escalated above the project level
- Professional Engineer

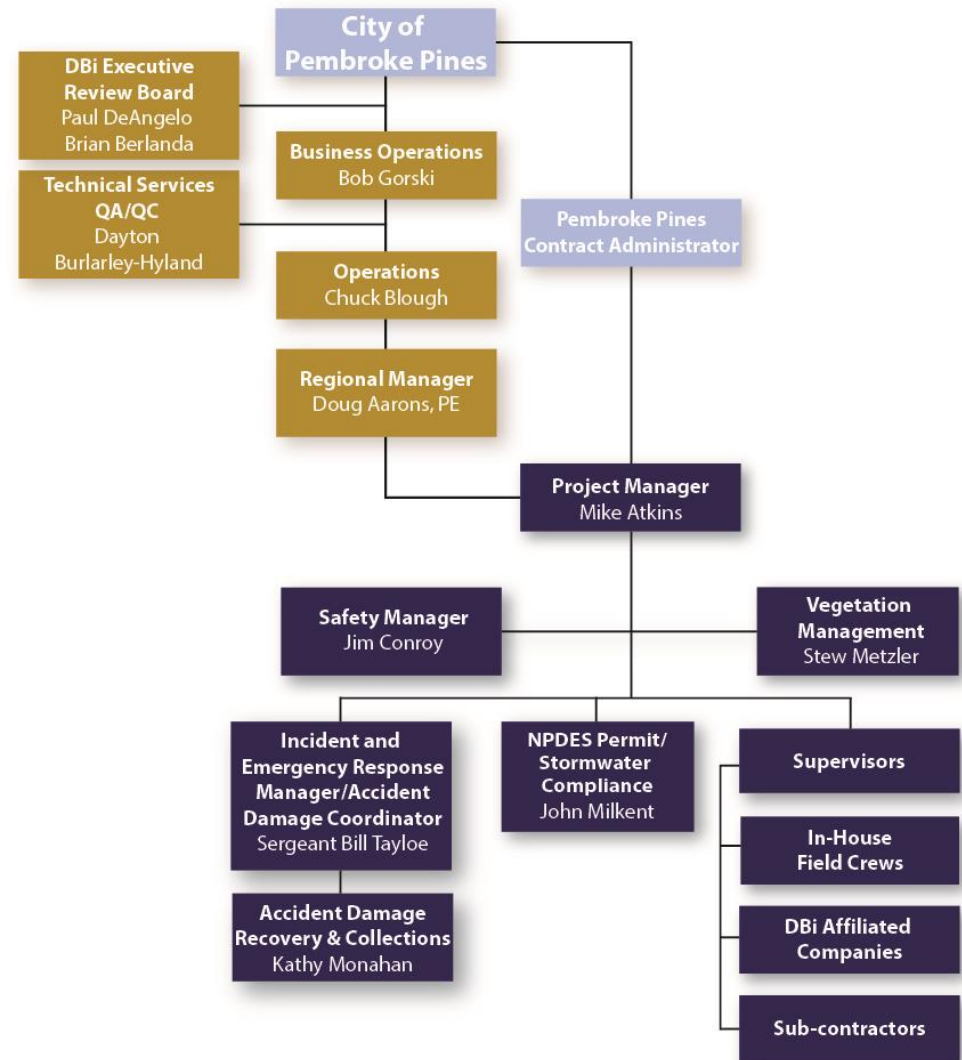


Figure 2: DBi Services' Organizational Chart





**Figure 3: Key Project Staff and Experience**

	Asset Maintenance	Roadway Maintenance and Inspection	Management of Subcontractors	Emergency Response	Regulatory Compliance
Doug Aarons, PE Regional Manager	X	X	X	X	X
Mike Atkins Project Manager	X	X	X	X	X
Jim Conroy Safety and Compliance Manager	X			X	X
Stew Metzler Vegetation Manager	X		X		X
Sergeant Bill Tayloe Incident and Emergency Management	X			X	
Kathy Monahan Damage Recovery	X	X	X	X	X
John MilKent NPDES Permit/Stormwater Compliance	X		X		X
Amy Burlarley-Hyland Project Advisor	X	X	X	X	X
Dayton Burlarley-Hyland QA/QC Compliance	X	X	X	X	X
Bob Gorski Business Operations	X	X	X	X	X
Paul DeAngelo, Brian Berlanda DBi Services Executive Review Board	X	X	X	X	X

### Mike Atkins, Project Manager

Mike Atkins, who joined DBi Services in February 2011, has more than 40 years of experience in highway maintenance. His background includes extensive experience with the Maintenance Rating Program (MRP). Mike has been involved in all aspects of MRPs, from conducting the actual surveys to administering and ensuring accurate results. With his detailed knowledge and experience, Mike will provide leadership to field crew to guarantee compliance with all standards.

As Project Manager, Mike will be responsible for the following:

- Ensure safe delivery of the services
- Mobilize project team
- Act as principal point of contact with the City's contract administrator
- Report work planning and resource allocation

### Jim Conroy, Safety and Compliance Manager

Jim Conroy is the Regional Safety Manager responsible for ensuring the safe practices of all projects in Florida. Jim has over 10 years of experience as Safety Manager. He is a certified ATSSA Advanced MOT Instructor and is available to perform training and certification of staff in work zones as needed. He has tremendous knowledge and experience, which he will use to implement the comprehensive safety program for this project.

Jim's key responsibilities will include:

- Implement project safety plan
- Train project staff and sub-contractor personnel as needed
- Lead weekly safety meetings
- Rollout and monitor safety initiatives
- Report near miss and safety incidents

Jim has extensive recent and relevant safety knowledge, including:

- Occupational Safety and Health Administration (OSHA) regulations
- Incident management
- Severe weather management and response
- Major and minor crash response
- Hazardous and non-hazardous materials spills



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### **Stew Metzler, Vegetation Manager**

Stew Metzler will be our Vegetation Manager for this project, a role he successfully performs on DBi Services' asset maintenance projects in Florida. His programs show great success in improvement of the quality of turf and the control of unwanted vegetation on our projects. Stew joined DBi Services in 1995 and has a strong background in green industry experience.

Stew's key responsibilities will include:

- Development of the comprehensive Vegetation Management Plans
- Implementation and review of herbicide applications to be utilized
- Address additional vegetation management issues/concerns
- Conduct and oversee Vegetation Assessment Program surveys to monitor condition of vegetation assets and manage invasive species
- Training and development of new DOT Spray Technicians

### **Sergeant Bill Tayloe, Incident, Emergency Response Manager/Accident Damage Coordinator**

Sergeant Bill Tayloe retired from the Florida Highway Patrol with more than 29 years of experience. Bill has a Bachelor of Science in Criminal Justice and a Masters' Degree in Public Administration. As a liaison with law enforcement, Bill will visit emergency response organizations and provide a briefing about DBi Services and its responsibilities and capabilities.

Bill's key responsibilities will include:

- Act as liaison with local police and emergency service providers
- Post incident reviews
- Obtain accident reports for preparation of invoices
- Attend TIMS meetings

### **Kathy Monahan, Accident Damage Recovery and Collections**

Kathy Monahan began her experience with DBi Services on the US 27 and Belle Glade project in Florida, starting on the first day of operations. Kathy began as an Area Manager and progressed to Permit Manager. She is currently responsible for damage recovery and collections.

Kathy's key responsibilities will include:

- Train project staff in inspection and documentation
- Train project staff in damage invoicing
- Recover funds for damages to allow DBi Services to provide the maximum resources for project operations

### **John Milkent, NPDES Permit/Stormwater Compliance**

John Milkent is the National Stormwater Compliance Manager for DBi Services since 2004. He works with customers, branch offices, and work crews to facilitate quality control and regulatory compliance. John worked for eleven years as a stormwater specialist for the East County Water Control District and functioned as the lead on the district's National Pollutant Discharge Elimination System (NPDES) permits in the state of Florida. With over 20 years of experience, John's roles have included Florida State Stormwater Inspector and Trainer; Florida Water and Pollution Control Operators Association Manager and Instructor; Level 5 EPA Spill Response Commander, as well as United States Army Corps of Engineers Wetland Delineator. John has presented on a variety of topics for agencies and events such as Stormcon, Florida Stormwater Association, Ohio Stormwater Association, Cobb County, GA Stormwater Division, The City of Federal Way, WA, as well as for the Allegheny River Watershed Association.

John's responsibilities include:

- Quality control, needs assessment, field supervision, regulatory compliance, troubleshooting and technical training to ensure prompt compliance with all NPDES and Stormwater issues

### **Amy Burlarley-Hyland, PE, Project Advisor**

Amy has more than 30 years of experience in transportation management, operations and maintenance, including 15 years with the New York State Department of Transportation where she worked in Design, Traffic Operations, and Maintenance. For the last 10 years, Amy's work with DBi Services involves assisting with the continued growth of the business and consistent delivery of quality services.

Amy's key responsibilities will include:

- Assist with Mobilization
- Train staff in project requirements and commitments made in the Technical Proposal



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### **Dayton Burlarley-Hyland, Technical Services Vice President**

Dayton Burlarley-Hyland's experience spans more than 42 years, including 28 years working with the New York State Department of Transportation and 14 years working in the asset maintenance industry. Dayton is responsible for all quality assurance and quality control systems within DBi Services.

Dayton's key responsibilities will include:

- Assist with Mobilization
- Assist project staff with meeting all project requirements
- Perform quality audits of work in progress and work complete
- Review and approve subcontracts

### **Chuck Blough, Vice-President Operations**

Chuck's transition from Vice President of Risk Management to Operations allows for increased focus on the delivery of our services to this project.

Chuck's responsibilities include:

- Assist with Mobilization
- Approve capital expenditures
- Assist with resource allocation
- Review and approve work plans and budgets
- Liaison with top City Officials

### **Bob Gorski, Executive Vice-President of Business Operations**

Bob Gorski has more than 9 years of experience in the asset maintenance industry with DBi Services. His management of our Asset Maintenance contracts continues to keep DBi Services as one of the leaders in our industry.

Bob's key responsibilities will include:

- Support Project Operations as needed

**Résumés for key personnel are available in Appendix A.**



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## 2.A.1 SUBCONTRACTING

### PROPOSED SUBCONTRACTORS

DBi Services has the ability to self-perform all required maintenance operations for this project. During our negotiations with the City of Pembroke Pines, we will determine what the most efficient staffing level is to ensure full-time work for our staff and cost efficient maintenance for the City. Once the workloads are determined, we will identify whether or not to supplement our in-house forces with subcontractors for specific items of work. Some subcontractors may be from our affiliated companies; DeAngelo Brothers Inc. and Aquagenix.

### SUBCONTRACTOR MANAGEMENT PLAN

Our extensive experience working in Florida and our staff's capabilities enable DBi Services to perform a large portion of the work with our in-house forces and to enjoy the luxury of increased flexibility in our subcontracting plan.

DBi Services recognizes that we will not always have the expertise and resources to be competitive in all markets and we do not want to compete with local contractors where it does not make sense to do so. As such, we will actively pursue subcontracting opportunities that allow us to provide high quality services competitively.

### SUBCONTRACTOR SAFETY

DBi Services only works with subcontractors who share similar high standards for work safety. To ensure all of our subcontractors are safe on the road, our Project Manager and Area Managers review work zone traffic control, materials and methods to ensure both the subcontractor's staff and the public are well protected. Any deficiencies will be remedied immediately or work will be suspended for the day. Work will not resume until a meeting with the Project Manager and the subcontractor is held to resolve the issue.

Our Safety Manager will also periodically perform safety audits of subcontractor work. Proactively, DBi Services will invite its subcontractors to attend our safety meetings and make copies of our tailgate safety topics available for use by our subcontractors. We have a well-documented and robust in-house safety program, detailed in Section 4.B and we will share this program with our subcontractor partners.

### SUBCONTRACTOR QUALITY

DBi Services will see to it that subcontractors always perform quality work on this project. We do this through our active quality assurance and quality control program. The Project Manager and Area Managers for this project have primary responsibility for reviewing the subcontractor's work to ensure quality and accuracy. If problems are encountered with the quality or quantity of the work, DBi Services will work cooperatively with the subcontractor to resolve any issues to obtain the quality and production rate desired.

## 2.B FACILITIES

DBi Services has offices located in close proximity to all of our projects, making our organization extremely responsive and allowing us to mobilize quickly to serve our customers. This project will be managed from our existing project office located at 911 NW 209<sup>th</sup> Avenue in Pembroke Pines.

DBi Services operates as a decentralized organization with responsibility and accountability placed at the project level. We are organized into regional divisions each having their own support functions. For instance, at our Region 3 Headquarters in Jacksonville, we perform support functions for the entire region, such as administration, payroll, and fleet management. Staff is empowered to make decisions and to deal directly with customers. This project will have additional support from the Regional office, including a fully functional equipment shop to assist with all project needs.

Local management will be responsible for the following main tasks:

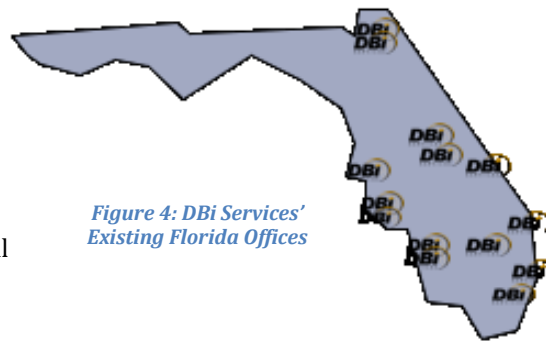
- Work planning and reporting of accomplishments
- Interface and liaison with FDOT, local emergency agencies, and other contractors working in the corridor
- In-house and Subcontractor management
- Work and site inspections and permit administration
- Equipment and resource allocation
- Incident and Emergency response
- Invoicing
- Claims management and Accident damage recovery





### 2.B.1 EXISTING FACILITIES

Florida is part of DBi Services' Region 3 and we maintain 15 service facilities throughout Florida. Each facility is a fully functioning customer service center capable of servicing any type of industrial or commercial customer. In addition, DBi Services has over 400 pieces of equipment (trucks, mowers, trailers, etc.) stationed in Florida. Our facilities and equipment resources far exceed those of any of our competitors. Figure 4 shows the DBi Services project offices in Florida.



*Figure 4: DBi Services' Existing Florida Offices*

#### SUPPORT FROM OTHER OFFICES

Our offices throughout Florida and North America are ready to assist this endeavor in any way needed. At DBi Services, the philosophy of teamwork is a core value, which is highly rewarded. The corporate culture fosters teamwork and rewards are based on working as a team with each other, as well as with the City of Pembroke Pines to the benefit of all. We demonstrated our ability to provide additional resources quickly during hurricanes Frances, Jeanne, and Wilma. Staff, equipment and subcontractors from our other offices mobilized to our US 27 and Belle Glade Area Asset Maintenance Project to assist with emergency debris removal. We also provided similar support to our Duval project during Tropical Storm Faye.

#### EQUIPMENT

DBi Services owns more than 3,000 pieces of equipment, many of which were custom designed and engineered by DBi Services for a specific use. We have over 400 pieces of equipment currently in Florida and currently assign 2 utility trucks, 10 rack body trucks, 48 4x4 trucks, 20 trailers, 2 dump trucks, 15 mowers, 8 tow-behind arrowboards, 6 variable message boards, 6 bobcats, 6 crash trucks, 1 vacuum truck, 1 camera truck, and 1 sweeper to its existing Florida projects. Other highly specialized equipment includes bucket trucks, snoopers, ground speed controlled herbicide application equipment, line striping trucks, and railroad-equipped hi-rail trucks. Our

fleet also includes large dump trucks, equipment service trucks, and flatbed pick-up trucks for our maintenance operations.

Vehicles will be equipped at all times with signs, flares, and cones for 24 hour a day, 7 days a week emergency and incident response deployment. The Area Manager and crew vehicles, as well as the attenuator truck, will also be equipped with a size "C" arrow board. Project vehicles are equipped with Automatic Vehicle Location (AVL) to track the location of crews and worksites. This allows us to locate the closest vehicle to an incident and respond quickly and efficiently to maintenance needs.

All staff will have four-wheel drive vehicles capable of responding to incidents with a full complement of hand tools and materials. This includes road patching material, rakes, shovels, portable spill kits and absorbents, garbage bags, tarps, small tools and hardware for minor guardrail, handrail and sign repair, temporary regulatory signs and any other equipment that may be needed for daily work. In addition, DBi Services will have large (F650 Ford or equivalent) rack body trucks with crash attenuators for use in work zones, tow behind arrow boards, and variable message boards for use on the road. We will supplement the crash trucks and variable message boards with rental equipment when needed.

All DBi Services project vehicles will be equipped with the following:

- One Multi-Class A,B,C Fire Extinguisher (5 lb. minimum)
- Personal Safety Equipment (leather gloves, rubber gloves, safety glasses, hardhat, reflective vest, first aid kit, two-way communication device)
- Roof-Mounted High-Intensity Amber Light
- Identification (logo)
- Unique Vehicle Identification Number
- Project Phone Number
- MSDS
- DBi Services' Incident Response/Emergency Procedure Manual
- North American Guide Book
- Lane Closure Diagrams
- Any Required Reference Material



### 3 EXPERIENCE

#### ORANGE, OSCEOLA, BREVARD, AND VOLUSIA COUNTIES ASSET MAINTENANCE Florida Department of Transportation District 5

Contract value: \$17,568,439

(Seven-year contract with one 7-year renewal)

Client contact: Charles Heffinger

Telephone: 407.858.5900

Address: 420 West Landstreet Road, Orlando, FL 32824

DBi Services provides comprehensive asset maintenance of non-interstate primary highways in Osceola and southern Brevard Counties, along with guardrail and handrail inspection and maintenance in northern Brevard, Orange and Volusia Counties.

This hybrid project consists of approximately 196 centerline miles of full asset maintenance roadway, along with approximately 328 centerline miles of guardrail, handrail and attenuator inspection and maintenance. It includes State Road A1A that runs along the Atlantic Ocean, as well as roadways in the northwest section of Osceola County surrounding the Disney properties.



#### PROJECT HIGHLIGHTS

- One of DBi Services' responsibilities in this project includes maintaining the roadways for safe driving conditions. This responsibility consists of asphalt, sidewalk and sign repairs, as well as emergency response to incidents.
- During site evaluations, DBi Services discovered several stormwater-related issues. The solution included **cleaning of the outfall ditches, storm drains, side drains, cross drains, curb drains and median drains, which are now ongoing tasks in order to keep the roadways safe.**
- DBi Services constructed new outfall ditches as requested by FDOT and also maintains retention and detention pond systems in several areas.
- DBi Services works closely with local law enforcement and assists in setting up DUI checkpoints by providing the proper maintenance-of-traffic (MOT) to enable law enforcement to successfully and safely run the checkpoint.
- In addition to its project staff, DBi Services utilizes an additional four inmate labor crews from the Florida Department of Corrections.
- A unique aspect of this project is the management of twelve Memorandum of Agreements (MOA's). MOA's are contracts between FDOT and local governments for specific maintenance services; as part of this project, DBi Services assumes the management of these MOA's from FDOT.



## DUVAL COUNTY STATE HIGHWAY MAINTENANCE Florida Department of Transportation District 2

Contract value: \$48,744,000

(Five-year contract with one 5-year renewal)

Client contact: James Hannigan

Telephone: 904.360.5269

Address: 2198 Edison Avenue, Jacksonville, FL 32204

DBi Services provides comprehensive asset maintenance of non-interstate State highways within FDOT District Two, including a particular focus on the maintenance of an aging drainage system within the City of Jacksonville.

This project consists of approximately 471 centerline miles, which includes about 36 limited access miles. The lack of interstate miles brings other challenges to the project including **2500 intersections, 1400 manholes, 300 miles of sidewalk, 150 miles of drainage pipe, 60 miles of guardrail and 10,000 sign panels.**



### PROJECT HIGHLIGHTS

- Duval County is home to the largest city in the United States, Jacksonville.
- Primary roads have numerous important aesthetic issues, calling for greater attention to landscaping detail; therefore, relatively simple tasks such as vegetation take on a greater significance. Because this project is predominately comprised of primary roads, DBi Services receives a large amount of public input.
- Due to this project's unique issues, DBi Services upgraded its innovative tracking software to better understand and attend to customer concerns, issues and complaints.
- When Tropical Storm Faye dumped excessive rainfall on Jacksonville in 2008, DBi Services responded to numerous road closures and washouts.
- Duval County has a large antiquated stormwater drainage system. To effectively and efficiently address project needs and better manage these issues, DBi Services purchased a **vacuum truck and a camera truck with comprehensive drainage software that has the ability to inspect and document subsurface drainage conditions, as well as plan effective maintenance and repair strategies.**
- Numerous special events are held within the project area such as Jacksonville Jaguar home games, golf tournaments, marathons and air shows. DBi Services places special emphasis on aesthetics prior to and during these events.
- DBi Services adheres to and works with numerous required environmental permits. In addition, the Department of Environmental Protection inspects every drain, pond, pipe, etc. that ultimately lead to the St. Johns River that the Duval Project sits on.



## US-27 AND BELLE GLADE AREA

### Florida Department of Transportation

Contract value: \$9,040,000 (initial seven year contract).

Contract recently renewed for a further seven years

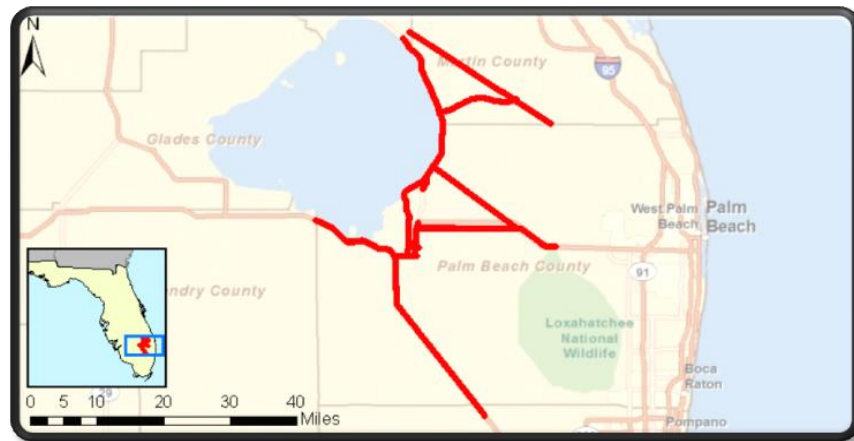
Client contact: Gary Blakeney

Telephone: 561.370.1168

Address: 7900 Forest Hill Blvd., West Palm Beach, FL 33413

DBi Services provides comprehensive asset management of state highways in western Palm Beach, Broward, Martin and Okeechobee Counties, including the inspection and maintenance of 34 bridges.

This project consists of approximately 189 centerline miles of primary and secondary highways. It was the first of its kind to utilize Department of Corrections Inmate Labor to perform maintenance activities for a private contractor on the right-of-way.



### PROJECT HIGHLIGHTS

- US 27 and Belle Glade Area was the first asset management contract in the country to utilize and manage inmate labor.
- DBi Services completed three passes of debris clean up and repairs to FDOT assets after Hurricanes Frances and Jeanne struck the project area in 2004.
- DBi Services performed and managed all clean up and repairs to FDOT assets within the project area after Hurricane Wilma struck in 2005.
- DBi Services was the first asset management company in Florida history to get an 'excellent' rating on a Quality Assurance Review from Tallahassee for its West Palm operations of the project in 2007.
- DBi Services has met all the time limits on this project for incident response, managing major accidents to minor. One such accident involved eleven tractor-trailers and three vehicles, a fire and a trapped motorist, along with spilled materials, including rock and fuel. We were able to re-open the road in twelve hours.
- The Palm Beach Sheriff's Office presented DBi Services with an award in 2008 "in appreciation for your contributions."
- Palm Beach Fire and Rescue presented DBi Services with an award in 2008 for "support of training of the members of PBFR."
- DBi Services handles all permitting responsibilities for FDOT from start to finish.





### 3.A REFERENCES

To the right is a reference chart of our projects with contact names and numbers provided.

#### HEALTH AND SAFETY RECORD

On the following page are DBi Services' OSHA logs from 2011 and 2012. The numbers from 2012 are very favorable compared to industry standards. Our incident rate was 2.66. The US average for all industries was 3.6, construction 3.8, repair and maintenance 3.1, state Our rate was slightly higher than industry standards in 2011 (4.01 incident rate/all other industries were roughly the same as 2012). In addition our EMR (experience Modification Rate) dropped to 0.93 in 2012 from 1.09 in 2011. The industry standard is 1.0 with a lower number being better than the industry standard.

DBi SERVICES RELEVANT OPERATIONS AND MAINTENANCE EXPERIENCE					
Project Name	Complete or Current	Period of Performance	Contract Value	Contract Type and Description	Reference Contact & Phone Number
Staunton North	Current	5/15/2008-5/14/2013 with two 2-year renewals	\$20,493,900.00	Highway Asset Maintenance including snow removal	Guy Tyrrell 540.490.0529
Staunton South	Current	8/1/2011-7/31/2016 with two 2-year renewals	\$14,735,924.00	Highway Asset Maintenance	Guy Tyrrell 540.490.0529
Woodrow Wilson Bridge	Current	6/1/2010-5/31/2015 with two 2-year renewals	\$36,343,598.00	Highway Asset Maintenance	Gayla Hill 571.220.5322
NOVA I-66 Snow & Ice Response	Current	10/15/2009-10/14/2014 with two 2-yr renewals	\$30,116,500.00	Snow & Ice Removal	Gayla Hill 571.220.5322
Osceola & Southern Brevard Asset Maintenance	Current	7/1/2009-6/30/2016 with one 7-year renewal	\$17,568,439.00	Highway Asset Maintenance	Fonz Tumlinson 407.858.5900
I-75 Ultra Asset Maintenance	Current	4/1/2008-3/30/2015 with one 5-year renewal	\$92,573,000.00	Highway Asset Maintenance	Jennifer Perry 863.519.2316
US 27 & Belle Glade	Current	1/1/2004-12/31/2017 with one 7-year renewal	\$10,693,844.00	Highway Asset Maintenance	Gary Blakeney 386.943.5277
Duval Area Asset Management	Current	6/1/2008-5/13/2013 with one 5-year renewal	\$48,744,000.00	Highway Asset Maintenance	John Drayton 904.360.5269
Orange County	Current	9/13/2010-9/12/2013	\$1,700,311.00	Highway Asset Maintenance	Fonz Tumlinson 407.858.5900
Sudbury AMC 2011-11	Current	6/1/2012-5/31/2023	\$128,590,000.00	Highway Asset Maintenance including Snow Removal	Bruce Sedgwick 705.564.7701





## OSHA's Form 300A Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
1 (G)	3 (H)	2 (I)	1 (J)

Number of Days	
Total number of days of job transfer or restriction	Total number of days away from work
99 (K)	193 (L)

Injury and Illness Types			
Total number of... (M)			
(1) Injury	7	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed form to the

Year 2011  
U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

### Establishment Information

Your establishment name DaAngelo Brothers Inc.  
Street 100 North Conahan Drive  
City Hazlet State PA Zip 16801  
Industry description (e.g., Manufacture of motor truck trailers)  
Vegetation Management  
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
8 0 0 0

### Employment Information

Annual average number of employees 141  
Total hours worked by all employees last year 344708

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Company executive Title  
570-459-1112 Phone 1/11/2012 Date

## OSHA's Form 300A Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases			
Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	2 (H)	3 (I)	0 (J)

Number of Days	
Total number of days of job transfer or restriction	Total number of days away from work
127 (K)	31 (L)

Injury and Illness Types			
Total number of... (M)			
(1) Injury	5	(4) Poisoning	0
(2) Skin Disorder	0	(5) All other illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed form to this office.

Year 2012  
U.S. Department of Labor  
Occupational Safety and Health Administration  
Form approved OMB no. 1218-0176

### Establishment Information

Your establishment name Dbi Services, Inc.  
Street 100 North Conahan Drive  
City Hazlet State PA Zip 16801  
Industry description (e.g., Manufacture of motor truck trailers)  
Road Maintenance  
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
8 0 0 0

### Employment Information

Annual average number of employees 160  
Total hours worked by all employees last year 375,237

### Sign here

Knowingly falsifying this document may result in a fine.

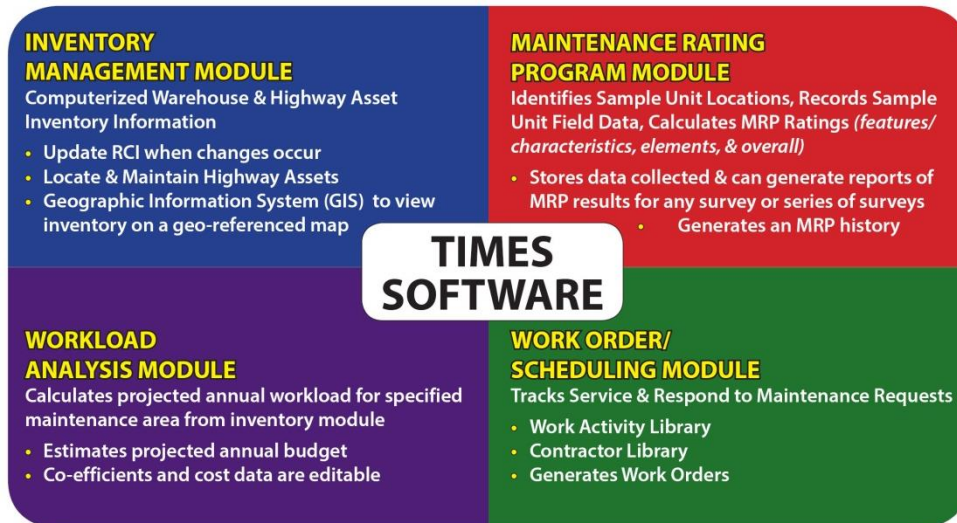
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Company executive Title  
570-459-1112 Phone 1/11/2012 Date

### 3.B COMPUTERIZED MAINTENANCE SYSTEMS IMPLEMENTED ON PROJECTS

#### Transportation Infrastructure Management Enterprise System (TIMES)

To assist with administration, planning, performance, monitoring, tracking, and reporting of the various project activities, we will use our Transportation Infrastructure Management Enterprise System (TIMES) software package. This software is a comprehensive tool that includes the following four major modules for: Inventory Management; Maintenance Rating Program; Workload Analysis; and Work Order/Scheduling.



Our TIMES software assists with the efficient management of all assets within the project. Any issues identified are stored in the system and then queried to establish efficient maintenance programs. Different scenarios can be evaluated to determine which option will best serve the City of Pembroke Pines. These work plan comparisons can be completed at any level – weekly, monthly, annually, or for the term of the contract – to ensure the lowest lifecycle costs.

Our software systems also assist in fulfilling the reporting requirements associated with this project. Area Managers and field crews will have laptop computers or smartphones with GPS capability to accurately identify the location and the nature of any completed maintenance work. This system greatly simplifies the process of supplying Pembroke Pines with up-to-date, accurate information about the maintenance performed along the project corridors, status of planned work, and customer service inquiries. DBi Services will provide Pembroke Pines' managers with login capabilities to certain portions of our software system allowing for efficient communication of plans and accomplishments.

DBi Services will load condition information into the system. Over time, this system will develop a history that can predict future conditions and assist in the refinement of our preventive maintenance plans. Condition information is also contained in our MRP dashboard dial.

The four modules of TIMES provide the ability to warehouse and access highway asset inventory information, project annual maintenance workloads, establish maintenance budgets, develop cost-effective maintenance programs, procure and administer subcontractor services, and monitor the overall quality of maintenance operations. In addition, TIMES is linked with DBi Services' financial accounting software allowing us to tasks can be accessed by the crew to review their assignments. This information is available to the DBi Services' Area Managers.

TIMES also contains an array of data query and reporting capabilities. Printed reports can be generated for work activities, contractor information, service requests, and work orders. When developing the problem identification and work order reports, users can select a specific geographic region or location, as well as a specific work status (completed, outstanding, delinquent, or no longer applicable). Reports from this module will be submitted to FDOT monthly with our invoice and more frequently if requested.



## CAPITAL IMPROVEMENT, PLANNING AND MANAGEMENT

DBi Services' TIMES systems allow for efficient planning and management of routine maintenance and capital improvement. We utilize this functionality to plan for routine maintenance that is performed on a periodic basis; for instance relamping traffic signals or measuring retroreflectivity of signs and pavement markings. We also utilize this system for capital improvement planning on our existing projects in Canada. DBi Services provides an annual capital improvement plan to the project manager of our Ontario, Canada project for approval and implementation. This plan includes items such as improvements to project facilities such as rest areas and roadside parks as well as pavement overlay, culvert replacement and other major items of work. Once the capital plan is approved we then arrange for this work to be accomplished either with our own staff, with in-house affiliates, or with subcontractors.

## ENTERPRISE MANAGEMENT SYSTEM (EMS)

The screenshot displays the EMS interface with the following sections:

- Add / Edit Contractor & Contacts**: A header for the contractor management section.
- Current Project**: A dropdown menu showing "E1G23 [i-75 Ultra Asset Maintenance Project (FDOT)]".
- Contractor**: A table listing contractors with columns for Business ID, Name, Address 1, Address 2, Address 3, City, State/Province, and Postal Code. Contractors include A & B Keams Tr., A & J Developm., A/E Design, Inc., Abacus Security, Absolute Line T., AccuKrete II, L., ACME Banished, Action Lawn &, and Advanced Cust....
- Contractor Contact**: A table for contact information with columns for First Name, Last Name, Title, Work Phone, Extension, Work Fax, Mobile Phone, Email, Primary Mail, and Primary Email.
- Current Project(s)**: A table for current projects with columns for Project Number and Project Name. The current project is 110253, NOVA Snow & I....
- Available Project(s)**: A table for available projects with columns for Project Number and Project Name. Available projects include 156-RT, 2013747, 30377, A-30, AMC 2011-11, BD906, and DB6.

Figure 5: EMS tracking of Inspection and Score Information as depicted within the system

Our EMS organizes and summarizes all of the information gathered from our various QA/QC programs. The Enterprise Management System is web-based and tracks review intervals and prompts managers to perform

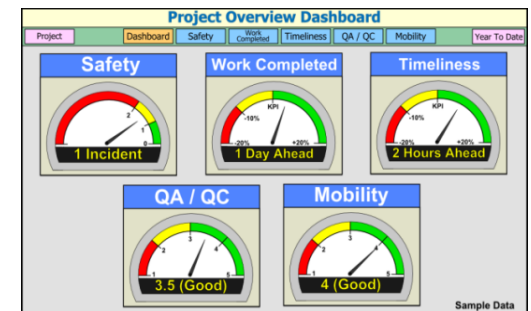
quality reviews in a timely manner. The EMS will be implemented on this project, allowing FDOT to review our planned QA/QC program activity as well as the results of our quality checks.

EMS is organized by customer and then by project and allows the ability to drill down through all of the documentation to find original reports, such as individual inspection reports, and any additional documentation, such as pictures, that are associated with the report.

Another vital component of EMS is tracking and prompting safety audits of our staff. We developed regularly scheduled intervals to review our staff's safety habits based on their tenure with DBi Services. New staff is reviewed with greater frequency. If there are no issues identified, review intervals may be increased with the term of the employee's tenure with DBi Services.

## KPI DASHBOARD SYSTEM

The KPI Dashboard keeps all staff in touch with the elements critical to our success. From a high-level overview to the detailed information compiled into each KPI, information can be swiftly obtained to enable informed decisions by management to successfully complete this project. Data is available on field crews' smartphones; therefore, everyone involved with the project is able to acquire real-time data for continual updates on Key Performance Indicators.



## RVAP INVENTORY TOOL

DBi Services' RVAP program has the ability to inventory both features and conditions and it graphically displays this information on a geo-referenced map. This system is used to track quality improvements and to easily identify work needs, such as long line striping or locations requiring remediation of invasive species for reporting purposes.





## 4 OTHER MANAGEMENT SYSTEMS

### 4.A INCIDENT RESPONSE AND EMERGENCY OPERATIONS

During current asset maintenance projects in Virginia and Florida, and other work across the United States, DBi Services has encountered a range of emergency situations and incidents including hurricanes and tropical storms, hazardous material spills and multiple tractor trailer rollovers, traffic accidents and bridge collisions, in addition to planned events with high volumes of traffic. Our experience has given us a clear understanding of the critical importance of an emergency response plan to ensure we provide quick, competent responses to any situation. Our years of experience as a direct asset maintenance provider has allowed us to predict possible scenarios and form plans to respond to all types of anticipated incidents and emergencies.

#### EMERGENCY OPERATIONS AND INCIDENT MANAGEMENT TRAINING

All DBi Services' staff undergoes emergency operations and incident management training. Training is delivered during mobilization and periodically throughout the year at all of our projects. At our Annual Training, we also perform incident skill station training where staff randomly picks an emergency incident response scenario and has to set up that particular response on-site to demonstrate their competency. Our training is competitive and staff is peer rated on their response to the scenario.



#### EMERGENCY OPERATIONS AND INCIDENT MANAGEMENT PLAN

At DBi Services, we pride ourselves in providing safe conditions for the traveling public, our field crews, and anyone else that encounters our work site or work products. We are proud of the effective and efficient plans we have in place to deal with accidents, hazardous materials spills, natural disasters, and other unforeseen circumstances.

Our detailed plans for Emergency Operations and Incident Management plan provide the framework of how emergency events and incidents are handled, including our initial response efforts, our ability to assist with all reporting requirements, and our ability to provide timely and accurate information that will allow for prompt reimbursement submittals to FEMA and FHWA.

#### INCIDENT RESPONSE

Through our many years of experience, DBi Services developed plans for responding to the four main incident types:

- Vehicle accidents
- Hazardous materials spills
- Natural disasters
- Planned events

Our plans for each of these specific incident topics are contained later in this section.



DBi Services will plan for incident response to vehicle accidents, hazardous material spills, and disasters. During mobilization all project staff is trained in incident response. Throughout the first two months of start-up, new staff is paired with an experienced DBi Services staff member from one of our other projects to provide on-the-job training in incident and emergency response and to ensure all operations are performed safely. Supplemental training will occur throughout the term of the project to continue to hone staff's skills in appropriate, timely response.

Fast and appropriate communications are vital when responding to an incident. DBi Services will work with Pembroke Pines, all involved agencies (e.g., Florida DEP, the County Sheriff's Offices, and the Florida Highway Patrol), and with adjoining localities to define a clear plan of action and each agency's role and responsibilities in the case of an incident. All "incident response team" members are given a DBi Services Incident Response/Emergency Procedure Manual as well as a Hurricane Response Manual (a full set of contact information, including telephone numbers, personnel names, and roles/responsibilities to facilitate and expedite communication). Copies of all contingency plans are included in the DBi Services Emergency Management Plan and are updated as necessary. The manuals are available electronically for download onto handheld devices.



DBi Services emergency contact staff are available 24 hours a day, 7 days a week, via our project number or directly by their cellphones. These personnel are trained employees in incident response, able to make decisions, gather pertinent information from the person reporting the incident, and direct the appropriate response.

During both normal work hours and off hours, DBi Services will respond to emergency calls in a timely manner with initial traffic control set up.

We have a proven and robust incident and accident reporting system and will report all incidents in a timely manner and ensure we collect all needed data for record keeping. We have successfully responded to countless incidents of varying severity on our existing projects. We consistently respond to incidents within the required periods and have received numerous awards and compliments from the emergency service providers we work with. Copies of these are contained in Appendix B.



On our current asset maintenance projects in Virginia and Florida, we consistently meet our response requirement goals with the required staff and equipment. Much of the equipment needed for incident response is already in our fleet and stationed on our projects, including loaders, dump trucks, graders, backhoes, bobcats, message boards, and arrow boards.

#### **VEHICLE ACCIDENTS**

When a DBi Services incident response team arrives on the scene of an accident, the first order of business is to check-in with the Field Supervisor or Incident Commander. From there, our staff secures the area using traffic control signage, reflective cones, their truck's arrow board, and other safety and directional equipment as appropriate. DBi Services' staff then concentrates on clearing the accident. For serious accidents requiring extended lane closures, the team will make provisions for more extensive detours. A crew will remain in-place at the accident scene until the site is cleared. DBi Services fully understands the danger of secondary accidents in traffic backups, and works to reopen closed lanes as quickly and safely as possible.

DBi Services knows that some areas have more accidents than others along project corridors and we consider this in our planning. We also make provisions with all police agencies within the project to send us copies of all accident reports in the project area. We will critically analyze these reports and work with the FDOT Traffic Operations Office to design and implement any improvements that will reduce accidents.

#### **HAZARDOUS MATERIALS SPILLS**

DBi Services trains all staff in hazardous materials awareness and ensures all staff and vehicles have copies of the North American Emergency Response Guidebook. Staff is trained in the use of the North American Emergency Response Guidebook and can quickly look up any hazardous materials and understand and implement safe practices. We will follow all applicable Florida Department of Emergency Management, and Florida State Police emergency response procedures.

Abandoned hazardous material left along the right of way can be a serious issue. We train our staff to approach any unknown material that has appeared within the project area as if it is hazardous and to notify a HazMat subcontractor and appropriate parties when an unknown material is dumped on our right of way.

We will have agreements in place with local hazardous materials contractors who are able to respond in a timely manner and assist DBi Services as necessary, a practice that works well on other projects. These subcontractors will be outfitted with cellphones to ensure they can remain in continuous contact with the DBi Services on-site response team. DBi Services responders can then provide notification and updates to the designated City staff member(s) as appropriate.

DBi Services will work with HazMat subcontractors as needed to remediate hazardous materials spills. DBi Services' incident response crew will provide general oversight and management of the cleanup, as well as traffic control similar to that provided in case of vehicle accidents. The hazardous materials contractors available for work on this project will be listed in the Incident Response Manual.



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## **PLANNED EVENTS**

DBi Services will assist with any planned events needing traffic control or other types of assistance, such as sporting events, parades, or other area events. During mobilization, we will get information on any events that will affect the project area through either increased traffic or the need to close sections of the highway within our management responsibility. We will work with the sponsor of the event to ensure the proper plans and permits are in place and assist as necessary in providing staff and equipment for traffic control. If necessary, we will place additional crews on stand-by and on patrol to remove litter, assist motorists, respond to incidents, and provide an increased level of service. Effective communication and planning are the keys to ensure that planned events are safe and that delays, accidents and incidents are minimized.

## **COORDINATION AND COMMUNICATION DURING PLANNED EVENTS**

During planned events, it will be necessary to communicate quickly and effectively with many parties to ensure staff responds promptly to changes in conditions, accidents and incidents and other requests from event coordinators and emergency service providers. DBi Services will actively participate in any pre-event coordination meetings and supply all staff and equipment needed before, during, and after the event. We will utilize our local subcontractor partners and bring in additional staff and equipment from other offices as necessary for the event. We will dedicate staff to a command center, if one is activated, to ensure swift communications. Our staff will have cellphones and will be able to communicate promptly with City Officials and respond swiftly. Sergeant Bill Tayloe, our Incident Management Coordinator, will be on-site for all planned events to facilitate communications.

## **POST INCIDENT OR EVENT REVIEWS**

Post incident and event reviews provide all responding agencies the opportunity to speak openly and frankly, to increase communication. In some cases, these reviews serve to clarify roles and responsibilities where there may have been confusion as to the exact role of each responder. We strive to clarify any issues during start-up operations by utilizing Sergeant Bill Tayloe to visit all emergency response organizations and provide a briefing about DBi Services and its responsibilities and capabilities.

## **CAPABILITIES**

DBi Services' experience in incident response means we either have or know how to procure all equipment that may be required to respond to a given situation. In particular on our US 27 project we have extensive experience responding to smoke and fog and in setting up diversions to utilize one roadway on US 27 for two-way traffic to keep vehicles moving when both lanes are blocked in one direction.

## **METHODS USED**

DBi Services' project team members will include managers, office staff, and field personnel, including subcontractors, who are trained and knowledgeable about incident response, including communications, decision-making, traffic control, and hazardous materials identification. Our incident responders will have up-to-date reference materials available at all times, including the North American Emergency Response Guidebook, and DBi Services' Incident Response Manual with plans and drawings to help determine detour routes as needed. Field personnel will always wear appropriate personal safety gear, including hard hats, reflective vests, and hearing and eye protection.

## **4.A.1 EMERGENCY OPERATIONS**

### **EMERGENCY RESPONSE PLAN**

DBi Services' operations in the State of Florida date back nearly two decades. During this time, our company and staff have experienced our share of natural disasters, giving us a clear understanding that it is critically important to be prepared with an emergency response plan to ensure we provide quick, competent response to any situation. DBi Services' Incident Response Coordinator, Sergeant Bill Tayloe, served as a Florida law officer and is well versed in emergency response planning and execution. He is ready and able to work with local emergency responders to ensure DBi Services is a valued addition to the emergency operations team.

DBi Services will participate in emergency response planning sessions to clarify roles and responsibilities in the case of an emergency or natural disaster. Because we have such a large complement of equipment currently within Florida and throughout the United States, we are able to supply significant resources to assist in any disaster remediation. DBi Services also has over 1,000 employees working outside of the State of Florida who can be brought in to supplement staffing needs in the event of an emergency.



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The majority of these personnel are trained equipment operators with experience in the operation of the types of equipment that will be needed.

Additionally, DBi Services will be an active participant in all disaster drills that planned within the project area. We will continue to gather information and refine our plans as we move from mobilization to operation of this project and ensure we include all relevant documents in our emergency planning guide for our staff. Plans will be periodically reviewed to ensure all roles and responsibilities are clearly understood.

#### **WEATHER-RELATED INCIDENTS**

DBi Services will keep abreast of weather patterns and the possibility of disasters, such as hurricanes, tornadoes, floods, severe storms, and wild fires using weather-tracking systems such as WSI and Accuweather. When necessary, we will use warning systems and rerouting devices and equipment, similar to those used for traffic accidents, to guide motorists safely. In the case of disasters, such as tornadoes, the dispatched incident response team will set up traffic control and initiate debris removal to allow emergency services to access the affected areas. We routinely respond to tornadoes, tropical storms, flooding, dense fog, and wildfires on our existing projects. We have closed sections of interstates many times and provided extensive detours when required by severe weather events.

Additionally, we will participate in disaster drills and evacuation exercises with all involved agencies ensuring we are ready for emergencies that strike with sufficient warning like hurricanes, or emergencies that occur without much warning or preparation time, like tornadoes or lack of visibility during a brush fire, and fog.

#### **DISASTERS WITH SIGNIFICANT WARNING**

In the event of a severe storm, hurricane or other event that can be tracked with some predictability, DBi Services will participate in all planning meetings with emergency response officials to understand and assign responsibility for activities related to before, during, and after the event. We ensure that lines of communication within DBi Services, and with all involved parties, are set up and maintained. We will have redundant communications systems and be able to manage communications from a DBi Services office located outside of the affected area if necessary.

We will also be ready and able to implement evacuation plans to facilitate efficient evacuation of the area. After an event, DBi Services will assist with clean up and the reporting of damage as required. We will have equipment delivered to the area prior to the event or have it pre-positioned to bring into the area immediately after the event to assist with cleanup activities.

DBi Services staff participate in hurricane season planning sessions yearly and have put these plans into action several times in response to Hurricanes Charley, Frances, Jeanne and Wilma and Tropical Storm Faye. Staff from our Interstate 75 project participates in evacuation planning and drills. Experienced staff from these projects will assist in bringing this project up to speed on hurricane responsibilities.

#### **DISASTERS WITHOUT SIGNIFICANT WARNING**

There are occasions when it is not possible to predict adverse weather conditions. It is also not possible to predict incidents such as major crashes or hazardous material releases. DBi Services has extensive experience responding to unpredicted disasters and incidents. Our staff undergoes thorough training on incident response and management. This includes classroom training and participation in emergency management drills or exercises.

In addition to our responsibility to the area under our care, DBi Services will assist in any way we can to ensure the safety and well-being of residents and visitors to the area. We routinely assist localities who do not have the needed resources when we are able.

#### **GOVERNOR DECLARED EMERGENCIES**

We have experience responding to “Governor Declared Emergencies” on our existing FDOT projects. Our staff participated in numerous pre-emergency preparedness teleconferences and post-event teleconferences to report the status of our highways and operations. We routinely set up patrols to review our highways post event to identify damage and safe up any areas in need of attention.

We are completely familiar with the procedures for pre- and post-storm response, depending on whether or not there is a “Governor Declared Emergency.” In the event of a “Governor Declared Emergency,” DBi Services will perform service patrols of our highways, assist any stranded motorists with fuel if needed, and ensure they reach a safe location, such as a shelter.





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#### **COORDINATION AND COMMUNICATION DURING EMERGENCIES**

DBi Services understands the need to relay timely accurate information before, during, and after major incidents, emergencies, and weather events such as tropical storms and hurricanes. We have staff trained in the Incident Command System (ICS) and are capable of setting up and operating a command center. While we expect it is more likely we will be reporting conditions into County Officials or other emergency service agencies during an emergency or disaster, we are prepared to assist in any capacity.

DBi Services will have generator capabilities at our facilities during emergencies to ensure communications are maintained if power is lost. If there is sufficient warning of impending catastrophic weather, we will mobilize crews from other areas ahead of the storm to assist in clearing or keeping roads clear. The Project Manager will have the ultimate responsibility for ensuring communication during emergencies.

DBi Services is prepared to implement all emergency evacuations plans to facilitate swift evacuation of residents and visitors. We have more staff and equipment stationed in this area than any other asset maintenance contractor and can mobilize more personnel from adjacent offices to assist with this function if necessary.

Our staff completed hurricane awareness training and performed admirably during hurricanes Charley, Frances, Jeanne, and Wilma in conjunction with our District 4 project and will be ready to respond. We relocated dump trucks and chippers to our Belle Glade Office to ensure our equipment would be on-site and we would not be delayed waiting for equipment to arrive after the storm. Staff from our other offices was instructed to report to the Belle Glade office as soon as possible after the hurricane to assist in recovery operations. We patrolled our highways for as long as possible prior to the onset of heavy winds in the hurricanes and only went to shelter when other emergency response personnel made the decision to leave the highways. As soon as feasible after the worst of the storms passed, we were again out on our roads patrolling and checking for damage. At the same time, we mobilized one of our subcontractors with large loaders to follow our crews and clear debris from the highways to open them up for emergency vehicles. We were the first asset maintenance

contractor in District 4 to report our roads were open and passable to the Emergency Operations Center.

DBi Services staff has already proven it is capable of responding promptly and capably to all types of emergencies and incidents. We have received nothing but positive feedback on our incident and emergency response on our existing projects. On our projects, we respond to multiple incidents every month, always on time and always to the satisfaction of the police and other emergency service providers.

#### **DAMAGE RECOVERY**

If there is an opportunity to recover costs for damages due to accidents or natural disasters, the preparation of appropriate documents, billing and tracking of recovery of funds will be performed by Kathy Monahan with the assistance of Sergeant Bill Tayloe. DBi Services' asset maintenance software contains a module for this specific application and will make accurate record keeping for reimbursements, whether accident damage recovery or natural disaster a simple process.

#### **4.B HEALTH AND SAFETY MANAGEMENT**

DBi Services recognizes safety as its highest priority in all aspects of daily operations and is committed to continuing its position as an industry leader, in professional operations and safe work practices. We achieve this goal through intensive training programs, the continued education of our employees and conducting random safety inspections. The management of DBi Services is committed to providing a safe and healthy work environment for all our employees and subcontractors, while protecting our customers, the environment and the public.

DBi Services employs full-time safety professionals solely dedicated to ensuring the safety of our staff, our subcontractors and the public. The Corporate Safety and Compliance Manager oversees the safe work practices and regulatory compliance of the entire company; his time is devoted to safety and risk management. DBi Services is a member in good standing with the National Safety Council, ATSSA, NRCA, and dozens of other safety and industry-specific organizations. We also have a safety professional in Florida, Jim Conroy, who works exclusively with DBi Services Asset Maintenance and Asset Maintenance projects in developing and implementing safe work practices.



DBi Services created and implemented a comprehensive Safety Manual, which outlines the Safety and Compliance policies of the company. Each year, the manual is updated as needed or when new regulations dictate changes in policy. We have an active safety committee system throughout our company and we proactively promote safety through awards and bonuses in our performance evaluation system.

#### 4.B.1 OVERVIEW

Comprehensive training is vital to the success of any project. Our training program not only prepares our team to perform their duties safely and efficiently, but also provides a feedback loop for continuous improvement.

Periodic training includes weekly tailgate safety talks and monthly safety meetings. These meetings are mandatory for all staff. In order to make safety a positive subject and not a punitive one, DBi Services will continue our existing system of safety awards to

reward safe practices and working without accident or injury. As we consider our subcontractors to be extensions of our own staff, DBi Services invites our subcontractor partners to participate in our safety programs.

DBi Services also conducts random site safety inspections for each division in our company. The inspections include worksites, vehicles, and facilities. The results of the inspection are communicated to the Regional Manager, the Project Manager, the Area Managers, and the individual inspected.

#### 4.B.2 MOBILIZATION

All staff will complete a basic training program during mobilization before project start-up. This boot camp-style training includes the following topics: Working Safely on the Highway, Work Zones – including Florida Advanced Traffic Control Certification, Incident Management, Hazardous Materials

Awareness, Defensive Driving, First Aid, Proper Reporting Procedures, Personal Protective Equipment, and Working Safely at Night.

This training includes classroom and practical sessions to ensure conventional book learning is converted into knowledge used in the field. We set up practice incident scenarios where crews drive up to a staged accident scene and set up the required interim and permanent traffic control. These simulation sessions are performed until working safely is second nature and staff knows how, without doubt, to address situations without having to take time to consult reference materials.

We recognize it is possible to overload staff with information during mobilization. To combat this, DBi Services performs refresher training for field staff on specific items of maintenance work as the time comes to perform these operations.

#### 4.B.3 NEW STAFF TRAINING

All new members of the DBi Services team undergo our thorough company orientation, including all training modules listed in the previous section.

Prior to beginning work, new employees are subjected to drug testing and a background check is performed. Before undertaking any work on the contract, new staff also undergoes mobilization training, described earlier in this section, as well as any relevant specialist training. New staff is always paired with experienced DBi Services staff to ensure that new staff has the knowledge and, most importantly, works safely on the project.

#### 4.B.4 ONGOING TRAINING – EXISTING STAFF

Training is an ongoing endeavor on all of our projects. DBi Services Project Managers have weekly meetings with their Area Managers and frequently conduct training during these meetings.

DBi Services invests in an off-site training for its entire project staff at least once per year. This meeting is generally held in the spring in two sessions and is one and one half to two days in length. Project staff is split in two sections with half attending the first session and the balance of the staff attending the second session. These training sessions usually include an outside speaker and hands-on demonstration skill sessions on items such as safe backing up of equipment and vehicles, incident response and



documentation, small sign and guardrail repair, and new materials for items such as bridge joints or other new technologies. DBi Services devotes significant resources annually in the training and development of our staff.

DBi Services conducts additional training for all employees throughout the year on a wide variety of operational and safety topics. Topics include those necessary for OSHA and DOT compliance, requirements for the states in which we work, and general safety and compliance. A variety of personnel present at these training sessions, including outside experts, Managers, Area Managers, and employees.

This training consists of:

- Hazard communication
- Chemical safety
- Work zone safety and traffic control
- Personal Protective Equipment
- Driver safety
- Forklift safety
- Substation electrical hazard awareness training
- Environmental safety
- Equipment operations and safe use
- Flagger safety
- Distracted Driving



#### **IN-HOUSE TRAINING PROGRAM**

One of the keys to successful project management is a well-trained staff who has a clear understanding of the methods and procedures in use. DBi Services conducts training seminars for key technical, supervisory, administrative and management staff to address requirements. One-day refresher courses are also conducted periodically to keep staff updated.

DBi Services will also ensure that all staff receives training and certification in any relevant topic to guarantee competency in any technical area of highway maintenance and repair.

#### **AREA MANAGERS' TRAINING**

Area Managers are also trained in the proper use and understanding of the many reference materials and resources that are available to guide in the completion of work. It is particularly important for the Area Managers to have a firm grasp on all of the elements of work zone and highway safety, as they will be primarily responsible for ensuring field crews and subcontractors employ these principles correctly.

The materials include specific training on applicable guides, manuals, and handbooks. In addition, staff will receive training on the following topics: Manual of Uniform Traffic Control Devices (MUTCD), ATSSA Work Zone Certification, Hazard Communication, Chemical Safety, Work Zone Safety and Traffic Control, Driver Safety, Electrical Hazard Awareness Training, Environmental Safety, and Equipment Operations and Safe Use.

#### **4.B.5 FIELD SAFETY OBSERVATIONS (FSOs) PROCEDURE**

The positive reinforcement of desired behavior and the prompt correction of undesired behaviors generate safety awareness. Field Safety Observations and our safety KPI are the method DBi Services selected to improve the safety awareness of personnel, monitor compliance with safety rules, and identify additional training needs.

#### **METHODOLOGY**

Documentation of formal employee Field Safety observations are maintained in a file located at the project office. A copy of these observations is also provided to Corporate Risk Management. A corrective action tracking procedure is utilized, as appropriate, to document issues needing resolution.

Disciplinary measures related to safety performance according to company discipline guidelines are documented. Employees who consistently work safely are rewarded.



## PROCEDURES

1. Conduct monthly Field Safety Observations for employees and subcontractors. Document observations on the FSO form; it is not required to complete the entire form each month. All employees and subcontractors are observed at least quarterly, with the FSO form being completed in the course of a year.
2. Observe employees to verify compliance with work rules, equipment and vehicle use/care procedures, traffic safety, ergonomic considerations, and specific hazard control measures. Provide feedback after completing the observation and verbal encouragement to the employee. Encourage feedback on field-related safety issues from all employees and subcontractors observed.
3. Praise the employees for the activities they do well.
4. Identify unsafe acts and provide immediate instruction to the employee or subcontractor so the task or activity can be safely performed.
5. Use the observations to identify areas in which additional training is required. Disciplinary actions are to be documented.
6. Complete a Field Safety Observation on every new hire within 30 days of employment to verify the effectiveness of our new hire training and the individual's understanding of compliance procedures.



## 5 SUMMARY

The DBi Services team presents a comprehensive plan and talent for this project not offered by any other contractor. As the successful proponent, we pledge to provide unparalleled service, quality, and customer satisfaction. We have the capabilities and the record of accomplishment to successfully deliver on this exciting partnership, which will greatly benefit the City of Pembroke Pines and the traveling public. From this proposal you can see:

- We fully understand this project.
- We have an established base of operations in Pembroke Pines.
- We have assembled the best team with extensive resources.
- We have extensive experience working in the State of Florida on contracts of all sizes.

We are here to collaborate with you to not only meet your current needs, but to work with our partners to research and develop innovative techniques and methods to meet future challenges.

Since 1978, the central business philosophy at DBi Services has been to take care of customers and employees better than any other company. We continue to focus on safety, asset preservation, sustainability, and mobility. Our cooperative attitude on working throughout the State of Florida on over 3,500 contracts demonstrates both our ability and our dedication to providing quality asset maintenance for a wide range of projects.

We are confident our innovative and creative approaches for business practices will be of great benefit and value to Pembroke Pines and we look forward to working closely with the City to continue serving the traveling public.





# **EXHIBIT C**

## **LIST OF ROADWAYS**

### **State Roads in the City of Pembroke Pines**

1. University Drive
2. Flamingo Road
3. Pines Boulevard
4. Pembroke Road SW 66<sup>th</sup> Ave to Douglas Rd., Flamingo Rd. to SW 145<sup>th</sup>. Ave. SW 150<sup>th</sup> Ave to SW 196<sup>th</sup>.Ave.

### **County Roads in the City of Pembroke Pines**

1. Sheridan Street (City maintains from Jaguar Way to 196 Avenue, medians and south one half from Jaguar Way to Volunteer Road. Wetlands, north swale, medians north and south roadway from Volunteer Road to Flamingo. south one-half from Flamingo road to Hiatus Road and the south one-half between University Drive and SW 72 Avenue).
2. Palm Avenue
3. Douglas Road

### **Roads under the Jurisdiction of the City of Pembroke Pines**

Public Roads/Private Roads

#### **Public Roads:**

All roads **not** listed above or listed in private communities below

#### **Between Flamingo Rd and East Boundary of the City**

1. **Walnut Creek** - all streets are private
2. **Normandy** - all streets are private
3. **Victoria Lakes** - all streets are private
4. **Cedar woods** - all streets are private
5. **Monte Carlo** - all streets are private
6. **San Marino** - all streets are private
7. **Bayberry** - all streets are private
8. **Rainbow Lakes Villas** - all streets are private

9. **East Lakes** - all streets are private
10. **Charleston in the Pines** - all streets are private
11. **Landings** - all streets are private
12. **Quincey Park/Tanglewood Lakes South** - all streets are private
13. **Hollybrook** - all streets are private
14. **Estates of Tanglewood** - all streets are private
15. **Garden Lake** - all streets are private
16. **The Park at Tanglewood** - all streets are private
17. **Palms of Pembroke** - all streets are private
18. **Windmill Lakes** - all streets are private
19. **Gatehouse** - all streets are private
20. **Mariner Club** - all streets are private
21. **French Villas** - all streets are private
22. **Pembroke Bay** - all streets are private
23. **Pasadena Pool Homes** - all streets are private
24. **Heron's Landing** - all streets are private
25. **Pasadena Place** - all streets are private
26. **Eagle Creek** - all streets are private
27. **Woodbridge South** - all streets are private
28. **Country Club Place** - all streets are private
29. **Egret's Walk** - all streets are private
30. **Pelican Place** - all streets are private
31. **Raintree** - all streets are private

32. **Jefferson Pines** - all streets are private
33. **Hampton Place** - - all streets are private
34. **Pierpointe** - all streets are private
35. **Images** - all streets are private
36. **Summit Portifino** - all streets are private
37. **Colony Pointe** - all streets are private
38. **Villas Lakes/Villas East/ Villas Central Villas West** - all streets are private
39. **Arbor Green** - all streets are private
40. **Park Place** - all streets are private
41. **Flaming Villas** - all streets are private
42. **Southbridge West** - - all streets are private
43. **Southbridge** – Cul-de-sac west of 103 Avenue is private
44. **Habour Cove** - all streets are private

#### **Between Flamingo Rd and US 27**

##### 1. **Towngate**

Public: N.W. 155 Avenue  
N.W. 12 Street  
N.W. 15 Street

Private all others

2. **Grand Palms** - all streets are private
3. **Spring Valley** - all streets are private
4. **Silver Lakes**

Public - all major roads including the following:  
A. - N.W. 178 Avenue

- B. - N.W. 9 street
- C. - N.W. 17 street
- D. - S.W. 178 Avenue
- E. - S.W. 4 street
- F. - S.W. 12 street
- G. - S.W. 182 Avenue

Private - all roads in individual parcels (i.e. the streets people actually live on).  
 - NW 180<sup>th</sup> Avenue

5. **Chapel Trail**

Public - all major roads including the following:

- A. N.W. 186 Avenue
- B. N.W. 196 Avenue
- C. N.W. 202 Avenue
- D. N.W. 208 Avenue
- E. N.W. 209 Avenue
- F. N.W. 17 Street (Taft street)
- G. Johnson Street -

Public - the following subdivisions:

- A. Pasadena section I thru IV
- B. Heftler Homes(Ameritrail Section I

Private - the following subdivisions:

- A. The Preserve and Preserve Estates
- B. Kensington and Kensington Park
- C. Dimensions I, II and III
- D. Profiles I and II
- E. Tapestry
- F. Chapel Pointe
- G. Ameritrail Section 2 (Weitzer Homes at Chapel Trail)
- H. Ameritrail Parcel "C" (Lennar Homes)
- I. Malibu Bay
- J. Hidden Lake (Including 208 Avenue north of the park)

6. **Pembroke Springs Alhambra** - Private

7. **Cobblestone** - Private – except SW 148 Avenue and SW 2 Street through the shopping center which are public.

8. **Estancia** - Private

9. **Pembroke Shores** (some roads inside of guardhouses are public)

Public - All major roads including the following:

- A. Dykes Road
- B. Collector Road (S.W. 5 St., SW 168rd Ave)

The following subdivisions:

- A. Pasadena Homes (Parcels 6, 7 & 8)
- B. Heftler Homes (Parcels 3, 4, 5 & 9)

Private –

- A. Hovanian Homes (Parcels 2 and 10)  
(Sandal Bay and Sandal Cove)
- B. Sterling Place (Parcel 1A)

10. **Pembroke Falls**

Public - The following major roads are/will be public

- A. N.W. 129 Avenue (Pines to 10 St)
- B. N.W. 10 Street (129 Avenue to 142 Avenue)
- C. N.W. 136 Avenue (Pines to N.W. 10 Street)
- D. N.W. 142 Avenue (Pines to N.W. 10 Street)
- E. Taft Street (Flamingo Road to N.W. 129 Avenue)
- F. N.W. 125 Avenue (Taft Street to Sheridan)

Private- All roads within the guardhouses and in the apartment complexes including the following:

- A. Taft Street (N.W. 129 Ave. to 136 Ave.)
- B. N.W. 136 Ave. (N.W. 10 Street to Sheridan)
- C. N.W. 142 Ave. (North of N.W. 10 street)
- D. Any road that has a house or apartment on it is private

11. **Century Village**

Public- SW 136<sup>th</sup> Ave-Pines Blvd to a point 80' south line of south line of Tract "T"(1250' south of center line of Pines Blvd) - All other roads- private

12. **Sheridan Village** - Private

**Flamingo Rd-Palm Ave**

- A. Flamingo Villas-private
- B. Pierpoint-private
- C. Colony Point-private
- D. Pelican Point
- E. Egret's Way-private
- F. Pasadena Pool Homes-private
- G. Country Club Place-private

- H. Raintree-private
- I. Pembroke Bay-private
- J. Woodbridge South-private
- K. Harbor Cove-private
- L. Pembroke Lakes South-private
- M. Pembroke Lakes-all phases-public
- N. Cedarwoods - Sheridan Street service-Frontage Road-public. All other roads private
- O. Woodbridge-public
- P. Villas Lakes-private
- Q. Villas Central-private
- R. Villas West-private
- S. Arbor Green-private
- T. Park Place-private
- U. Charleston-private
- V. Promenade Square-private
- W. SW 122nd Ave-SW 14th St-public

13. **Pembroke Point**

- A. Images-private
- B. Summit Apartments - private
- C. Portraits-private
- D. Southbridge West-private
- E. Parkview-private
- F. NW 108<sup>th</sup> Ave-public
- G. NW 106<sup>th</sup> Ter, 106<sup>th</sup> Ave, 3<sup>rd</sup> St, 103<sup>rd</sup> Ave-public.
- H. All other streets-private

14. **Palm Ave-Douglas Rd.**

- A. Lakes of Pembroke-private
- B. Victoria Lakes-private
- C. Normandy-private
- D. San Marino-private
- E. Bayberry  
-NW 97<sup>th</sup> Ave-public  
-all other streets-private
- F. Rainbow Lakes-public
- G. Rainbow Lakes Villas-private
- H. East Lakes-private
- I. Hollybrook-private
- J. Pine Lake-private
- K. Green Key-private
- L. Palm Place-private

M. All other streets-public

15. **Westview**

- A. NW 99<sup>th</sup> Ave-N of Johnson-public
- B. All others-private

16. **Tanglewood**

- A. Skomil Sect 2(north and south of SW 7<sup>th</sup> St)- public
- B. SW 7<sup>th</sup> St-public
- C. SW 96<sup>th</sup> Ave-public
- D. SW 2<sup>nd</sup> St-public
- E. Garden Lake-private
- F. Tanglewood Townhomes-private
- G. Estates of Tanglewood-private

17. **Douglas Rd-University Drive**

- A. Cinnamon Place-public
- B. Windmill Apartments-private
- C. Gatehouse-private
- D. Mariner Club-private
- E. South Florida Hospital-private
- F. All other streets-public

18. **University Dr to east boundary**

- A. French Villas-private
- B. University Village
  - 1. NW 78<sup>th</sup> Ter-public
  - 2. NW 3<sup>rd</sup> St-public
  - 3. all other streets-private
- C. Walnut Creek-private
- D. Pembroke Towers-private
- E. All other streets-public

19. **North of Sheridan Street**

- A. Big Sky North-Laguna Isles-private
- B. West Broward Industrial Park-public
- C. Trails-public
- D. Durango Ranches-public
- E. Stirling Road-public



# **EXHIBIT D**

## **PERFORMANCE BASED MAINTENANCE OUTCOMES**

### **ROADWAY**

#### **THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:**

##### **FLEXIBLE POTHOLE:**

No defect is greater than 1/2 square foot in area and no single measurement 1-1/2 inches or greater in depth. No pervious base is exposed in any hole.

##### **FLEXIBLE POTHOLE:**

No defect is greater than 1/2 square foot in area and no single measurement 1-1/2 inches or greater in depth. No pervious base is exposed in any hole.

**Flexible Pothole** – Potholes are normally bowl-shaped holes in the pavement that usually form in low areas, such as wheel paths and utility trenches. They are caused by pavement weaknesses, which may result from poor quality materials, thin pavement surface, poor drainage on the pavement surface or within the base, or a loss of load support by either the base or sub grade.

**Evaluation:** Measure the size of the pothole. To measure the size of a pothole, place a straightedge across the defective area and determine if the defective area is deeper than that listed in the standard. To determine the area of a defect, measure the area as a square or rectangle. Use of a straightedge and a marker to outline the area may be helpful. In a non-curb and gutter section, do not rate the first 4 inches from the actual edge of pavement for pothole criteria (see edge raveling).

Flexible pothole does not meet outcome standards when any of the following exist: 1) If BOTH depth and area in the standard limits or greater. 2) If pervious base is exposed in any hole.

## ROADSIDE

### THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:

#### **SIDEWALK:**

80% of sidewalk area is free of vertical misalignments or horizontal cracks greater than 3/4 inch.

#### **SIDEWALK:**

80% of sidewalk area is free of vertical misalignments or horizontal cracks greater than 3/4 inch.

**Sidewalk** – Sidewalk is constructed of various materials and is subject to misalignments caused by growing tree roots, settling or deterioration. This measurement includes the normal sidewalk joint and the sidewalk to curb joint.

Sidewalk should be projected across an urban flared paved turnout and that area evaluated as sidewalk. Any bike path located outside the roadway pavement area will be evaluated as sidewalk. Paved utility strips are evaluated as sidewalk if they are intended to be used as sidewalk. Sidewalk shall not be evaluated across dedicated streets. Spalled areas greater than 3/4 inch in depth do not meet desired conditions. Uniform deviation from original grade that have vertical misalignments or cracks greater than 3/4 inch do not meet desired maintenance conditions. For purposes of evaluating this characteristic, one linear foot of misalignment or cracking not meeting desired conditions equals one square foot of sidewalk area. Do not exceed one linear foot of cracking in a one square foot area. Unsealed joints greater than 3/4 inch do not meet desired maintenance conditions.

For *outcome* purposes if an entire slab is missing in a continuous section of sidewalk, multiply the length of the missing section by the width to get the area missing. For example, if a 5 ft. section of sidewalk 5 ft. wide is missing the area would be 25 sq. ft. If the area missing combined with the total area of cracking is greater than that allowed for the standard then sidewalk does not meet *outcome* standards.

**Evaluation:** Measure the length of sidewalk and multiply by the width of sidewalk to determine the total area. Then multiply the total area by 0.005 to determine the maximum area that can have vertical misalignments or horizontal cracks greater than 3/4 inch.

#### ***Sidewalk does not meet outcome standards when the following exist:***

1) More than 20% of the sidewalk area has vertical misalignments or horizontal cracks greater than 3/4 inch.

# TRAFFIC SERVICES

## **GUARDRAIL:**

Each single run functions as intended.

## **ATTENUATOR:**

Each device functions as intended.

## **OBJECT MARKERS & DELINEATORS:**

80% of the markers are functioning as intended.

**LIGHTING:** 90% of the total luminaries of the combined sign and highway lighting that are maintained by the City are functioning as intended.

## **GUARDRAIL:**

Each single run functions as intended. Guardrail - Guardrail is installed to guide a vehicle away from various hazards in and adjacent to the travel way and, in most cases, where fill slopes exceed 3:1.

- This characteristic also includes evaluation of cable rail and handrail. Refer to the Design Standards.

**Evaluation:** Determine the general condition of the guardrail. Check the guardrail height. Check for damaged rail, missing or damaged posts or blocks, connecting hardware and end sections. Check to make sure guardrail is lapped correctly.

If there is less than 25 feet of guardrail in a sample, then 50% or more of the guardrail must meet the height requirement for this sample point to meet maintenance conditions. All other guardrail criteria shall be rated no matter what the length.

Consideration should be given to what Design Standards were used during original construction of guardrail.

A previous minor collision may not prevent a guardrail system from functioning as designed and would not cause failure. Installations may vary from roadway to roadway because of design standard changes and should be evaluated using the appropriate design standard.

***Each single run of guardrail does not meet outcome standards when any of the following exist:***

- 1) Any missing posts, offset blocks, panels or connection hardware.
- 2) Nuts fully threaded within 1 inch of the anchor plate on end treatment cables and anchor rods (measurements should be checked with end treatment cable taunt).
- 3) Any section that is 3 inches above or 1 inch below the desired elevation for 25 continuous feet.
- 4) The backup plate does not fit snugly behind the rail. There should be some point of contact.
- 5) Damaged end sections.
- 6) The rail has been penetrated.
- 7) More than 10% of the guardrail blocks are twisted.
- 8) More than 10% of the wooden posts or blocks are rotten or deteriorated.
- 9) Any panel lapped incorrectly.

### **ATTENUATOR:**

Each device functions as intended.

**Attenuator** - Vehicle impact attenuators are of various configurations and are designed for different roadway conditions. They are generally constructed of modules containing cells of different types of energy absorption materials. Attenuators are intended to provide a motor vehicle with a cushioned impact area prior to solid obstructions such as; parapet walls, bridge columns, sign structures and signal poles.

**Evaluation:** Determine the general condition of the attenuator. When there is no apparent damage, the survey team will utilize the latest inspection rating. When damage to an attenuator system is discovered that may compromise its function, the responsible maintenance area should be promptly notified.

A computer printout of attenuator devices, by county-section number and milepost, can be obtained from the City's Roadway Characteristics Inventory file. This listing should be obtained at the beginning of each survey period.

***Attenuators do not meet outcome standards when any of the following exist:***

- 1) Obvious malfunctions, such as water or sand containers that are split, compression of the device, misalignment, etc.
- 2) Any inspection rating less than GOOD.

## **OBJECT MARKERS AND DELINEATORS:**

80% of the markers are functioning as intended.

**Object Markers** - According to the MUTCD, “Object markers are used to mark obstructions within or adjacent to the roadway.” Section 3C.01

Type 1 object markers are 3 inches by 18 inches.

Type 2 object markers are 6 inches by 12 inches.

Type 3 object markers are 12 inches by 36 inches

**Delineators** - The MUTCD states, “Delineators are particularly beneficial at locations where the alignment might be confusing or unexpected, such as at lane reduction transitions and curves. Delineators are effective guidance devices at night and during adverse weather. An important advantage of delineators in certain locations is that they remain visible when the roadway is wet or snow covered.” Reflective elements for delineators shall have a minimum dimension of 3 inches.

**Evaluation:** For outcome purposes, Type 2 Object Markers and Delineators are used to mark City maintained objects or to delineate roadway alignment. This characteristic will include clear or amber “button” type reflectors installed on guardrail and barrier wall systems, button or combination button and reflective sheeting markers used at crossovers and other applications where object or guide marking is used.

Delineators shall be installed with the TOP of the marker approximately 4 feet above the near pavement elevation.

When used for marking objects in the roadway or 8 feet or less from the shoulder or curb, the mounting height to the bottom of the object marker should normally be 4 feet above the surface of the nearest travel lane. When used to mark the objects more than 8 feet from the shoulder or curb, the mounting height to the bottom of the object marker may be 4 feet above the ground.

Except for post mounted delineators on entrance and exit ramps at interchanges all post mounted object markers and delineators installed within plus or minus 1 foot (height and lateral offset) shall meet desired maintenance conditions.

Post-mounted delineators on ramps (see Design Standards) shall be installed at a uniform distance from the travel lane with a tolerance of 3 inches. The height shall be uniform with a tolerance of 3 inches.

Rate all post-mounted markers except those installed to prohibit unauthorized traffic movements (off-tracking, median crossing, shoulder parking, etc.). Rate post-mounted delineators at major/minor intersections, if installed.

The horizontal placement of post-mounted delineators at crossovers shall be 6 feet with a tolerance of plus or minus 1 foot-6 inches in accordance with Index 17346. This index shows the edge of pavement as the standard reference point. If curb and gutter is present measure from the top face of the curb. If no curb is present measure from the edge of pavement.

Both day and night observations should have at least 80% of the required markers present, at the recommended height and offset and functioning as intended to meet desired maintenance conditions.

Post-mounted delineators at median crossovers and major and minor roads shall be installed according to Design Standards. Yellow delineators should be located on sides facing the crossover and green delineators should be located on sides facing away from the crossover. All connecting hardware, nuts and bolts should be installed. Delineators shall not be used as Type 2 object markers (see MUTCD).

Each run of guardrail shall have reflectors according to the Design Standards. A continuous run of adhesive markers and a continuous run of post mounted markers on guardrail meet desired conditions. However, adhesive and post mounted guardrail markers shall not be intermixed (see Design Standards) in a continuous run. For outcome purposes, an intermixed marker will be counted the same as a missing marker. City Guardrail

***Object Markers and Delineators do not meet outcome standards when more than 20% of the following exist:***

- 1) The horizontal placement of post-mounted delineators at crossovers are installed more than plus or minus 1 foot-6 inches from the edge of pavement or top face of curb.
- 2) If in the roadway or 8 feet or less from the shoulder or back of curb the marker is not installed 4 feet plus or minus 1 foot above the edge of the nearest travel lane.
- 3) If the bottom of the marker is not installed 4 feet plus or minus 1 foot above the ground when marking objects more than 8 feet from the shoulder or back of curb.
- 4) Markers are not offset 4 feet plus or minus 3 inches from the shoulder break and installed at a uniform height on interchange ramps as shown in the Design Standards.
- 5) Markers or delineators lean more than 1 inch per foot of post length.
- 6) Required markers are missing.
- 7) Required markers are not reflective at night.
- 8) Adhesive and post-mounted reflectors are mixed in a continuous run of guardrail as cited in the Design Standards.
- 9) Reflectors are not installed as shown in the Design Standards.
- 10) Color of post-mounted delineators are installed facing the wrong way.
- 11) Missing connecting hardware, nuts and bolts.

**LIGHTING:**

90% of the total luminaries of the combined sign and highway lights are functioning as intended.

**Highway Lighting** - All highway lighting MAINTAINED by the City (DOT forces or contract maintenance) is to be included in the survey. The daytime evaluation should be for missing or damaged poles and missing or damaged luminaries. ANY electrical inspection plate, access panel cover or pull box cover that is not properly secured in place will also cause this characteristic not to meet the desired maintenance conditions. If this characteristic meets the desired daytime conditions, then a nighttime evaluation shall be made.

**Evaluation:** Determine the total number of luminaries in the MRP. By inspection, determine the number of luminaries that do not meet desired maintenance conditions. Subtract that number from the total number of luminaries. This is the number of luminaries that meet outcome conditions. Divide this number by the total number of luminaries then multiply by 100 to get the percent of luminaries that meet desired maintenance conditions. If this percentage is equal to greater than the standard, then the point meets conditions for lighting.

***Lighting does not meet outcome standards when any of the following exist:***

- 1) Any electrical inspection plate, access panel cover, exposed electrical wire or pull box cover are not properly secured in place.
- 2) If more than 10% of the total luminaries are not functioning.
- 3) If more than 10% of the poles are damaged or missing.



## **DRAINAGE**

### **THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:**

#### **ROADWAY SWEEPING:**

Material accumulation is not greater than 3/4 inch deep for more than a continuous 1 foot in the traveled way or shall not exceed 2-1/4 inches in depth for more than a continuous 1 foot in any gutter.

#### **ROADWAY SWEEPING:**

Material accumulation is not greater than 3/4 inch deep for more than 1 continuous foot in the travel way or shall not exceed 2-1/4 inches in depth for more than 1 continuous foot in any gutter.

**Roadway Sweeping** – This characteristic applies to: all urban limited access roadways and paved shoulders on urban limited access roadways. It also applies to all curb and gutter, valley gutter, barrier wall and intersections of State Roads.

Do not rate curb inlet throats for sweeping.

In areas with curb and gutter and sidewalk, rate sweeping around the returns to the back of the sidewalk. In areas with curb and gutter and no sidewalk, do not rate sweeping around the returns.

Items evaluated as litter will not be included in the sweeping evaluation.

**Evaluation:** Review urban limited access roadways, and paved shoulders on urban limited access roadways, all curb and gutter, all valley gutter, all barrier wall and all intersections of State Roads to determine the debris buildup. Measure the depth and length of any buildup. If the debris buildup is more than allowed by the standard, it does not meet desired maintenance conditions.

#### ***Roadway Sweeping does not meet outcome standards when any of the following exist:***

- 1) The accumulation of material is greater than 3/4 inch deep for more than 1 continuous foot in the travel way.
- 2) The material accumulation exceeds 2-1/4 inches in depth for more than 1 continuous foot in any gutter.
- 3) Material accumulation exceeds 3/4 inch deep at marked pedestrian crossings and curb ramps.

## **EXHIBIT E**

### **Existing Contracts to Be Managed by the Contractor**

#### **Area “A,B,C” Landscape Maintenance**

**FDOT/City Lighting Maintenance MOA**

**FDOT/City Landscape Maintenance Agreement**

**Broward County Landscape/Roadway Maintenance MOA**

**FDOT/City Pines Blvd over I-75 maintenance agreement**

**Sheridan St. over I-75 landscape maintenance agreement**