



**CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
March 10, 2014**

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Pamela Bushnell

1. TR12452 - Award of Bid No 14-06B to AGC Electric Inc. for Colony West Golf Course Electrical Installation

Item No. 6 (g) on the Consent Agenda. (TR12452) A Resolution of the City Commission of the City of Tamarac, Florida, awarding Bid No. 14-06B to and approving an Agreement with AGC Electric Inc. per Bid No. 14-06B for a contract amount of \$63,700 and a contingency in an amount of \$9,555, will be added to the project for a total project budget of \$73,255; authorizing an expenditure in the amount of \$73,255 from the appropriate accounts; authorizing an appropriation of \$73,255; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain, Financial Services Director Mark Mason and Purchasing/Contracts Manager Keith Glatz***

2. TR12459 - Award of RFP 14-04R - Parks Master Plan Dev Services

A Resolution of the City of Tamarac, Florida, authorizing the appropriate City Officials to award RFP 14-04R and execute an Agreement with AECOM Technical Services, Inc., for Parks Master Plan Development Services for an amount not to exceed \$145,419.00; approving all necessary budget transfers; providing for conflicts; providing for severability; and providing for an effective date. - ***Parks and Recreation Director Greg Warner and Purchasing/Contracts Manager Keith Glatz***

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

A handwritten signature in blue ink, reading "Patricia Teufel". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Pamela Bushnell





Commissioner Pamela Bushnell



Title - TR12452 - Award of Bid No 14-06B to AGC Electric Inc. for Colony West Golf Course Electrical Installation

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ATTACHMENTS:

Description	Upload Date	Type
 TR 12452 Memo (Rev)	2/28/2014	Cover Memo
 TR12452 - Award of Bid No 14-06B to AGC Electric Inc. for Colony West Golf Course Electrical Installation	3/6/2014	Resolution
 TR 12452 EXHIBIT 1	2/25/2014	Exhibit
 TR 12452 EXHIBIT 2	2/25/2014	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: Michael C. Cernech, City Manager **DATE: February 24, 2014**

**THRU: Jack Strain, Public Services
Director**  *for J.S.*

**FROM: Troy Gies, Budget and Contracts
Manager**

**RE: Golf Cart Charging Station,
Temp. Reso. # TR12452, March
12, 2014 Commission Meeting**

Recommendation:

I recommend that the City Commission authorize the appropriate City Officials to award Bid No. 14-06B and execute an Agreement with AGC Electric Inc., for the Colony West Country Club Electrical Installation Project for 150 golf cart charging stations at Colony West Country Club Cart Barn located at 6800 Pine Island Road in an amount not to exceed \$63,700. A contingency in the amount of \$9,555 will be added to the Project Account for a total project budget of \$73,255 and that this item be placed on the March 12, 2014 Commission Meeting Agenda.

Issue:

The award of Bid No. 14-06B to AGC Electric Inc., for the Colony West Golf Course Electrical Installation Project. The Colony West Country Club has used and are currently using gasoline powered golf carts. City staff and the management company (Billy Casper Golf) recommend using electric powered golf carts. The electric carts would require less maintenance and be a better fit in the green initiative of the City.

Background:

On September 28, 2011, via R-2011-114, the City Commission of Tamarac authorized the acquisition of Colony West Country Club as a means to maintain open space within the City while safeguarding property values and quality of life for the residents. Through acquiring this real property, the City is also able to ensure the facilities are maintained and do not fall into disrepair.

In late August 2013, Sand Trap Management, Inc. abandoned the lease with the City of Tamarac for the lease of land and facilities associated with Colony West Country Club. At the time, all leases for equipment, golf carts, etc. were in the name of Sand Trap Management, Inc.

On October 24, 2013, via R-2013-115 the City of Tamarac awarded RFP No. 13-25R to Billy Casper Golf, LLC (BCG) for Golf Course Operations Services for the Colony West Country Club. When BCG took over the management of the golf courses, there were no carts on site. BCG was able to secure an interim fleet of used gas golf carts to use while at the same time evaluating the long-term viability of the type of carts to use in the future.

During discussions at the time with the City Commission, staff advised that the City would evaluate the existing Cart Barn facilities to determine what would need to be done in order to accommodate electric golf carts. In order to determine the type of carts to use, staff needed to understand what it would take to convert the existing facilities to electric as well as the related cost. Public Services staff evaluated the facility, the existing electrical service in the Cart Barn and the service from FPL and has determined that the electrical service at the Cart Barn needs to be upgraded to safely and effectively accommodate 150 golf cart charging stations. It should be understood that 150 units will not be on site at all times, it is simply more cost effective to size the service for the expected max number of units rather than come back at a later date to upsize the service.

Staff evaluated the cost of CNG, gas and electric carts, maintenance for gas and electric, and the cost of gas vs. electric and determined the following:

- Currently there are very few CNG providers for golf carts, so this was not considered.
- Generally, the cost of electric, which does not fluctuate, provides for a lower cost of operation than gas where fuel prices fluctuate.
- The cost of the electric conversion will be born solely by the use of the golf carts. The City will provide the funds and the return of the investment will be over a two to three year period.

In addition, staff evaluated the intangibles associated with the type of cart to use resulting in the following:

- The primary result of this change will be the reduction of noise from the existing gas engines on the carts (and the decrease in fumes from the exhaust). Although there have been no complaints regarding golf cart noise, the course has used them over the past twenty-five or more years and it appears the surrounding area has become used to them. However, there are several areas along the course where the buildings are twenty-five feet or less from the cart paths and in a couple of areas within five feet. We believe this change will materially enhance the relationship between Colony West and the 27 communities surrounding it.
- This conversion of gas to electric also ties into the City's Goal # 5, A Vibrant Community, by supporting the City's Climate Change Action Plan to reduce greenhouse gas emission by 7% by 2015.

Based upon the above, the conversion of gas golf carts to electric golf carts will support the long-term viability of the golf course by utilizing the most cost and environmentally effective method in providing golf carts for the golf course.

The City of Tamarac advertised Bid No. 14-06B, for the Colony West Golf Course Electrical Installation Project. Bids were opened on January 15, 2014. Responses were received from three vendors (see bid tabulation below). Upon review of the submittals, it was determined that AGC Electric Inc. was the lowest responsible responsive bidder.

Below is a bid tabulation summary (for more details see Exhibit 1 to TR12452).

14-06B COLONY WEST GOLF COURSE ELECTRICAL INSTALLATION PROJECT

AGC Electric, Inc.	63,700.00
Langer Electric Company, Inc.	83,125.00
Conseco Contractors, Inc.	85,810.00

Contract Summary:

Scope of Project: Electrical Installation Project for 150 golf cart charging stations at Colony West Country Club Cart Barn located at 6800 Pine Island Road.

Contract Cost: \$63,700 Bid Cost (Contingency of \$9,555 or 15% will be added for a total project budget of \$73,255).

Term/Completion: Completion within 45 calendar days from City's Notice to Proceed.

Risk Mitigation: Performance and Payment Bonds @ 100% of value in effect for up to one (1) year after completion and acceptance.

Liquidated Damages: \$400 per day for each day project not completed after scheduled completion date.

Guarantees: All equipment, parts and labor shall be warranted for a one (1) year period or, to the extent of manufacturer's warranty period if longer, commencing upon project acceptance by City.

Fiscal Impact:

The contract cost for the Colony West Golf Course Electrical Installation Project is \$63,700; a contingency in the amount of \$9,555 (15% of the contract cost) will be added to the Project Account for a total project budget of \$73,255. Although no significant issues are anticipated, the contingency is reasonable considering the nature of the project. The construction may result in work beyond the original scope and the contingency would allow for the timely and safe conclusion of the project. Expenditure of the contingency would still require approval of the City Manager.

The Budget for Colony West Country Club will be created in April 2014 and the cost of the project will be allocated to Account Number 450-7099-572.65-50. Therefore, an appropriation for the cost of this improvement will be included in budget amendment number one in April 2014 pursuant to F.S. 166.241(2).

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDED BID NO. 14-06B TO AND APPROVING AN AGREEMENT WITH AGC ELECTRIC INC. PER BID NO. 14-06B FOR A CONTRACT AMOUNT OF \$63,700 AND A CONTINGENCY IN AN AMOUNT OF \$9,555, WILL BE ADDED TO THE PROJECT FOR A TOTAL PROJECT BUDGET OF \$73,255; AUTHORIZING AN EXPENDITURE IN THE AMOUNT OF \$73,255 FROM THE APPROPRIATE ACCOUNTS; AUTHORIZING AN APPROPRIATION OF \$73,255; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac strives to keep its public facilities and buildings maintained in a high level for its residents, citizens, and employees; and

WHEREAS, on September 28, 2011, via Resolution R-2011-114, the City Commission of the City of Tamarac authorized the acquisition of Colony West Golf Course as a means to maintain open space within the City while safeguarding property values and quality of life for residents; and

WHEREAS, on October 24, 2013, via Resolution R-2013-115, the City of Tamarac awarded RFP 13-25R to Billy Casper Golf, LLC (BCG) for Golf Course Operations Services for the Colony West Country Club; and

WHEREAS, City Staff and the management company (BCG) recommend using electric powered golf carts; and

WHEREAS, Public Services staff has determined that the electrical service at the Cart Barn needs to be upgraded to safely and effectively accommodate 150 golf cart charging stations; and

WHEREAS, the City of Tamarac publicly advertised Bid No. 14-06B for the Golf Cart Charging Station Project; incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, on January 15, 2014, three (3) bids were opened and reviewed in order to determine cost and responsiveness to the City's technical specifications, a bid tabulation is attached hereto as "Exhibit 1", incorporated herein and made a specific part of this resolution; and

WHEREAS, upon review of proposals by City staff, it was determined AGC Electric Inc., submitted the lowest responsive and responsible bid and, meets the minimum experience requirements for the project; and

WHEREAS, AGC Electric Inc., possesses the required knowledge and experience for the Golf Cart Charging Station Project and has agreed to the Terms and Conditions, Special Conditions, and Technical Specifications of Bid No. 14-06B; and

WHEREAS, it is the recommendation of the Public Services Director, the Financial Services Director, and the Purchasing and Contracts Manager that the appropriate City Officials award Bid No. 14-06B and execute an Agreement with AGC Electric Inc., for the Golf Cart Charging Station Project, attached hereto as Exhibit "2", incorporated herein and made a specific part of this resolution; and

WHEREAS, the City Commission of the City of Tamarac, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award Bid No. 14-06B and execute the agreement for the AGC Electric Inc., for a contract amount of \$63,700; a contingency in the amount of \$9,555 will be added to the project account, for a total project budget of \$73,255.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are hereby incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY awards Bid No. 14-06B to AGC Electric Inc., and approves an Agreement between the City of Tamarac and AGC Electric Inc., ("the Agreement") and the appropriate City Officials are hereby authorized to execute the Agreement, hereto attached as "Exhibit "2", to provide for the Golf Cart Charging Station Project.

SECTION 3: An appropriation in the amount not to exceed \$73,255 is hereby approved and will be included in Budget Amendment Number One in April 2014, pursuant to F.S. 166.241(2).

SECTION 4: An expenditure for a contract amount of \$63,700; a contingency in the amount of \$9,555 will be added to the project account, for a total project budget of \$73,255 for said purpose is hereby approved.

SECTION 5: The City Manager, or his designee, are hereby authorized to make changes, issue change orders in accordance with section 6-147 (j) of the City Code, and close the contract award including, but not limited to making final payment within the

terms and conditions of the contract and within the contract price.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2014.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

SAMUEL GOREN
CITY ATTORNEY

14-06B COLONY WEST GOLF COURSE ELECTRICAL
INSTALLATION PROJECT

AGC ELECTRIC, INC.	\$63,700.00
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LANGER ELECTRIC COMPANY, INC.	\$83,125.00
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CONSECO CONTRACTORS, INC.	\$85,810.00
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OPENED 1/15/14 @ 3:00 PM

Note: All recommendations for award are unofficial until City Commission
or other officially designated authority approves award.

**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
AGC ELECTRIC, INC.**

THIS AGREEMENT is made and entered into this _____ day of _____, 2014 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and AGC Electric, Inc., a Florida corporation with principal offices located at 2660 W 79th Street, Hialeah, FL 33016 (the "Contractor") for the installation of the Colony West Golf Cart Charging System Project.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The Contract Documents consist of this Agreement, Bid Document No. 14-06B, 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, and all modifications issued after execution of this Agreement. 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 14-06B as issued by City, and Contractor's Proposal, 14-06B as issued by City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other Contract Document, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to complete the scope of work, as outlined in the contract documents.

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior

2.1.3 to any schedule change with the exception of changes caused by inclement weather.

2.1.4 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all Insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's General Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Time of Commencement and Substantial Completion

4.1 The work to be performed under this Agreement shall be commenced after City execution of the Agreement and not later than ten (10) days after the date that Contractor receives the City's Notice to Proceed. The work shall be substantially completed within (45) calendar days from issuance of City's Notice to Proceed, subject to any permitted extensions of time under the Contract Documents. For the purposes of this Agreement, completion shall mean the issuance of final payment.

4.2 During the pre-construction portion of the work hereunder, the parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained by City in accordance with the Schedule included in the Contract Documents. In the event that any delays in the pre-construction or construction portion of the work occur, despite diligent efforts of the parties hereto, and such delays are the result of force

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majeure or are otherwise outside of the control of either party hereto, then the parties shall agree on an equitable extension of time for substantial completion hereunder and any resulting increase in general condition cost.

5) Contract Sum

The Contract Sum for the above work is Sixty Three Thousand Seven Hundred Dollars and no cents (\$63,700.00).

6) Payments

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Retainage of ten percent (10%) will be deducted from monthly payments until 50% of project is complete. Retainage will be reduced to five percent (5%) thereafter. Retainage monies will be released upon satisfactory completion and final inspection of work. Invoices must bear project name, project number and bid P.O. number. City has up to thirty (30) days to review, approve and pay all invoices after receipt. Contractor shall invoice the City and provide a written request to City to commence the one (1) year warranty period. All necessary Releases of Liens and Affidavits and approval of Final Payments shall be processed before warranty period begins. All payments shall be governed by Florida Prompt Payment Act, F.S., Part VII, Chapter 218. City desires to be able to make payments utilizing City's Visa Procurement Card as a means of expediting payments. It is highly desirable that the successful proposer have the capability to accept a Visa Procurement/Credit card as a means of payment.

7) Remedies

7.1 Damages: The City reserves the right to recover any ascertainable actual damages incurred as a result of the failure of the Contractor to perform in accordance with the requirements of this Agreement, or for losses sustained by the City resultant from the Contractor's failure to perform in accordance with the requirements of this Agreement.

7.2 Correction of Work: If, in the judgment of the City, work provided by the Contractor does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, the City reserves the right to require that the Contractor correct all deficiencies in the work to bring the work into conformance without additional cost to the City, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. The City shall be the sole judge of non-conformance and the quality of workmanship.

8) Change Orders

8.1 Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to a change order until the change order setting forth the adjustments is approved by the City, and executed by the City and Contractor. Once the change order is so approved, the Contractor

shall promptly proceed with the work. All Change Orders shall include overhead and profit, not to exceed five percent (5%) and five percent (5%) respectively.

8.2 The Contract Price constitutes the total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at Contractor's expense without change in the Contract Price or Time except as approved in writing by the City.

8.3 The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the City allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

8.4 The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

8.5 Any claim for an extension of the Contract Time shall be based on written notice delivered by the party making the claim to the other party no later than fifteen (15) days after the occurrence of the event giving rise to the claim. Notice of the extent of the claim shall be delivered with supporting data and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

8.6 Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used.

8.7 In the event satisfactory adjustment cannot be reached by City and Contractor for any item requiring a change in the contract, and a change order has not been issued, City reserves the right at its sole option to terminate the contract as it applies to these items in question and make such arrangements as City deems necessary to complete the work. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a Guaranteed Maximum Price by City and Contractor. If notice of any change in the contract or contract time is required to be given to a

surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

9) No Damages for Delays

ALL TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THE AGREEMENT. EXCEPT AS PROVIDED HEREIN, NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. Contractor shall not be entitled to an increase in the construction cost or payment or compensation of any kind from City for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of City or its agents. In addition, if Contractor is delayed at any time in the progress of the Work by an act or neglect of the City's employees, or separate contractors employed by the City, or by changes ordered in the Work, or by delay authorized by the City pending arbitration, then the Contract Time shall be reasonably extended by Change Order, and the Guaranteed Maximum Price shall be reasonably increased by Change Order in order to equitably increase the general conditions component of the Guaranteed Maximum Price. Furthermore, if Contractor is delayed at any time in the progress of the Work by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the City and Contractor agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to that extent specifically provided above. No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data as recorded by the United States Department of Commerce, National Oceanic and Atmospheric Administration at the Fort Lauderdale Weather Station.

10) Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release City from all claims of liability by Contractor in connection with the agreement.

11) Warranty

Contractor warrants the work against defect for a period of one (1) year from the date of final payment and as additionally provided for in the contract documents. In the event that defect occurs during this time, Contractor shall perform such steps as required to remedy the defects. Contractor shall be responsible for any damages caused by defect to affected area or to interior structure. The warranty period does not begin until approval of final payment for the entire project, and the subsequent release of any Performance or Payment Bonds, which may be required by the original bid.

12) Indemnification

12.1 Contractor shall indemnify and hold harmless City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though claim may be made after the termination hereof.

12.2 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

13) Non-Discrimination & Equal Opportunity Employment

During performance of Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

14) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the 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 premiums.

15) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

16) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to the City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

AGC Electric, Inc.
2660 W 79 Street
Hialeah, FL 33016
(305) 823-2280

17) Termination

17.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

17.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

18) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

19) Venue

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 is fixed in Broward County, Florida.

20) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

21) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that

provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

22) Uncontrollable Circumstances

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

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

23) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

24) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

25) Contingent Fees

Contractor warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement

26) Public Records

26.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- 26.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- 26.1.2 Provide the public with access to such public records on the same terms as 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;
- 26.1.3 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
- 26.1.4 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.

26.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 17, "Termination", herein.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date



Michael C. Cernech, City Manager

ATTEST:

Patricia A. Teufel, CMC
City Clerk

Date

Approved as to form and legal sufficiency:

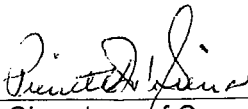
Date

City Attorney

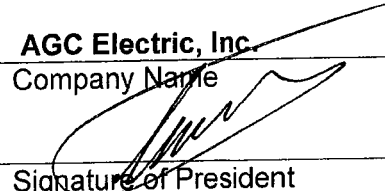
Date

ATTEST:

AGC Electric, Inc.
Company Name



Signature of Corporate Secretary



Signature of President

Pierrette De La Sierra
Type/Print Name of Corporate Secy.

Tomas V. Curbelo
Type/Print Name of President

(CORPORATE SEAL)

Date

1/24/14

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
COUNTY OF Miami-Dade :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Tomas Curbelo, President, AGC Electric Inc., a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 24 day of January, 2014.

Jennifer R. Montero
Signature of Notary Public
State of Florida at Large
JENNIFER R. MONTERO
MY COMMISSION # FF 065152
EXPIRES: November 1, 2017
Bonded thru Budget Notary Services
Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

AGCEL-2 OP ID: LC

DATE (MM/DD/YYYY)

01/03/14



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd # 130 P.O. Box 5727 Ft. Lauderdale, FL 33310-5727 Christopher M. Moore, CPCU	954-776-2222 954-776-4446	CONTACT NAME: _____ PHONE: _____ (A/C, No, Ext): _____ E-MAIL: _____ ADDRESS: _____	FAX (A/C, No): _____														
INSURED A G C Electric, Inc. 2660 West 79th Street Hialeah, FL 33016		INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Amerisure Insurance Company+</td><td>19488</td></tr><tr><td>INSURER B: Amerisure Partners Ins Co+</td><td>11050</td></tr><tr><td>INSURER C: Amerisure Mutual Ins. Co.+</td><td>23396</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Amerisure Insurance Company+	19488	INSURER B: Amerisure Partners Ins Co+	11050	INSURER C: Amerisure Mutual Ins. Co.+	23396	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	GL20572980501	10/01/13	10/01/14	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td>Emp Ben.</td><td>\$</td><td>1,000,000</td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COM/OP AGG	\$	2,000,000	Emp Ben.	\$	1,000,000
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B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS Comp \$500 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS Coll \$500	X	CA20572980501	10/01/13	10/01/14	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$										
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PROPERTY DAMAGE (Per accident)	\$																										
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CU20724380302	10/01/13	10/01/14	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>4,000,000</td></tr></table>	EACH OCCURRENCE	\$	4,000,000	AGGREGATE	\$	4,000,000															
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AGGREGATE	\$	4,000,000																									
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A	X	WC2084183	10/01/13	10/01/14	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000										
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																									
C	Equipment Floater		CPP2057297040012	10/01/13	10/01/14	<table border="1"><tr><td>Scheduled</td><td>66,000</td></tr><tr><td>Lease/Ren</td><td>50,000</td></tr></table>	Scheduled	66,000	Lease/Ren	50,000																	
Scheduled	66,000																										
Lease/Ren	50,000																										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Project- Colony West Golf Course Electrical Installation project. The certificate holder is listed as additional insured with respect to general liability and auto liability if required by written contract. Waiver of subrogation applies to workers compensation in favor of the certificate holder if required by written contract. The Umbrella is over (see attached)

CERTIFICATE HOLDER

TAMARAC

City of Tamarac
Purchasing Division
7525 NW 88 Avenue, Rm 108
Tamarac, FL 33321

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NOTEPAD:

HOLDER CODE TAMARAC
INSURED'S NAME A G C Electric, Inc.

AGCEL-2
OP ID: LC

PAGE 2
DATE 01/03/14

the GL, Auto and Employers Liability.

THIS DOCUMENT HAS A COLORED BACKGROUND MICROPRINTING OF LINEARLY PATENTED PAPER

AC# 6151465 STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

SEQ# L12060400903

DATE	BATCH NUMBER	LICENSE NBR
06/04/2012	116011928	EC0000754

The ELECTRICAL CONTRACTOR
Named below is CERTIFIED
Under the provisions of Chapter
Expiration date: AUG 31, 2014

GUZMAN, ENRIQUE A
AGC ELECTRIC, INC
14780 SW 98TH AVE
MIAMI FL 33176

FL 33176

IN GOD WE TRUST

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPLAY AS REQUIRED BY LAW



City of Hialeah
Business Tax Receipt

2013-14

Mayor Carlos Hernandez

No: 238210-54

(OLD-1731-807)

Amount: \$ 150.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: TOMAS CURBELO

Type of Business: Electrical Contractors and Other Wiring Installation Contractors

AGC ELECTRIC INC
2660 W 79 ST
HIALEAH, FL 33016

Business Location:

2660 W 79 ST

Validating No.: 0000

Expires September 30, 2014

THIS IS NOT A BILL

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



4528783

BUSINESS NAME/LOCATION

AGC ELECTRIC INC
2660 W 79 ST
HIALEAH FL 33016

RECEIPT NO.

RENEWAL
4727740

EXPIRES

SEPTEMBER 30, 2014

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
AGC ELECTRIC INC
Worker(s) 18

SEC. TYPE OF BUSINESS
186 ELECTRICAL CONTRACTOR
EC0000764

PAYMENT RECEIVED
BY TAX COLLECTOR
\$69.00 07/18/2013
TXHS1-13-030973

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-27b.





For more information, visit www.miamidade.gov/taxcollector



Title - TR12459 - Award of RFP 14-04R - Parks Master Plan Dev Services

A Resolution of the City of Tamarac, Florida, authorizing the appropriate City Officials to award RFP 14-04R and execute an Agreement with AECOM Technical Services, Inc., for Parks Master Plan Development Services for an amount not to exceed \$145,419.00; approving all necessary budget transfers; providing for conflicts; providing for severability; and providing for an effective date. - ***Parks and Recreation Director Greg Warner and Purchasing/Contracts Manager Keith Glatz***

ATTACHMENTS:

Description	Upload Date	Type
 TR12459 - Memo - RFP 14-04R - Parks Master Plan Dev Services	3/3/2014	Cover Memo
 TR12459 - Reso - RFP 14-04R - Parks Master Plan Dev Services	2/25/2014	Resolution
 TR12459 - Exhibit 1 - Ranking Sheet	2/28/2014	Exhibit
 TR12459 - Exhibit 2 - AECOM Agmt	3/7/2014	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PARKS AND RECREATION DEPARTMENT

TO: Michael C. Cernech, City Manager DATE: February 25, 2014

**FROM: Gregory Warner, Director of Parks
and Recreation**

**RE: Temp. Reso. # 12459 – Award of
RFP 14-04R, Parks Master Plan
Development Services**

Recommendation:

I recommend authorizing the appropriate City Officials to award RFP 14-04R and execute an Agreement with AECOM Technical Services, Inc., for Parks Master Plan Development Services for an amount not to exceed \$ 145,419.00.

Issue:

Award of RFP 14-04R to AECOM Technical Services, Inc., for Parks Master Plan Development Services

Background:

The City's first Parks, Recreation and Social Services Master Plan was completed in June 2001 to serve as a planning tool moving forward. In addition, an Update to the Master Plan was completed in 2009. Since completion of the 2001 Master Plan the demographics of Tamarac have changed dramatically resulting in the need to develop a new needs assessment along with an analysis of facilities, operations and services to ensure we continue to meet the needs of the community in the most efficient manner. The plan will also allow us to maintain the standards of National Accreditation.

A new Master Plan will provide the City with an action plan to meet one of the City's strategic challenges of our changing demographics. The plan will allow us to ensure we are maximizing the use of our facilities, community centers and parks. Additionally, it will provide future direction in regards to open space, recreation and park planning, aligning with Strategic Goal #1 Inclusive Community by providing diverse facilities and programs to our residents.

The Master Plan will provide a comprehensive analysis of available resources and those necessary to meet the futures needs of the City's citizens and residents to allow Tamarac to continue to offer first class services to everyone who visits our City. As development continues in South Florida and build-out occurs, the existing and future parks, recreation programs and open space will provide the opportunities for all to enjoy the finest quality of life. In addition, the plan will provide direction in the future delivery of Social Services programs and services to help our residents live their lives in the most comfortable and pleasant of circumstances.

The firm of AECOM Technical Services, Inc., was one of seven proposals that were submitted in response to the City's request for proposals. The Evaluation Committee found AECOM Technical Services, Inc., to be the most responsive and responsible proposers and has recommended award of the RFP to their firm. AECOM was formerly Glatting-Jackson, the firm that completed the City of Tamarac's 2001 Parks, Recreation and Social Services Master Plan, as well as, the Master Plan Update that was completed in 2009.

AECOM Technical Services, Inc., has provided Parks Master Planning services to cities and counties throughout Florida and the United States for over 25 years. They have completed parks system master plans for over 65 communities nationwide. AECOM brings with them a strong team as they have partnered with ETC/Leisure Vision to conduct the Community Needs Assessment, and Ballard*King to provide a high level of recreation planning expertise. I am confident that AECOM will supply the City with invaluable information that will include a community profile, needs assessments, long-range vision, and funding strategies for improvements.

The initial proposal from AECOM was for a price not to exceed \$150,000. The current not to exceed price of \$145,419 includes all tasks minus Task 1.4, Development of Base Map (\$2,018), as this work can be provided in-house, and Task 7.1, Presentation to Steering Committee (\$2,563). We do not see a need for a separate presentation to the Steering Committee, Task, 7.1, and have eliminated it from the Schedule of Task Values, which is attached.

The proposal from AECOM includes Project Planning and Data Collection, Existing Conditions Analysis, Needs and Priorities Assessment, Long Range Vision, Funding and Implementation Strategy, Master Plan Document and Executive Summary, and Presentations, Approval and Adoption. A breakdown of these phases is included on the attached Schedule of Task Values. A highlight of the project will include an extensive community involvement process that will include four (4) neighborhood workshops, two (2) days of stakeholder interviews that include staff from multiple departments and members of the City Commission and a day of meeting with special user groups. In addition a statistically valid community needs assessment survey will be conducted to determine current trends and future needs of the community. Another major function will be recommendations for proposed parks, recreation and open space within the City with the project culminating with a comprehensive report and presentation of all findings.

Once provided a notice to proceed, AECOM will be tasked with completing the master plan within seven (7) months.

Temp. Reso. #12459 – Memo
2/25/14
Page 3

Fiscal Impact:

Sufficient funds exist in Account # 001-7010-572.34-02, Contractual Services/Other Contractual Services.

A handwritten signature in black ink, appearing to read "Gregory Warner", with a long horizontal flourish extending to the right.

Gregory Warner

SCHEDULE OF TASK VALUES

TASK	FEE
Phase 1 Project Planning + Data Collection	
1.1 Develop strategies and info needs with staff	\$ 6,810.00
1.2 Inventory of existing parkland	\$ 1,291.00
1.3 Inventory of existing programs	\$ 2,359.00
1.4 Deleted from Scope of Work	
1.5 Steering Committee kick-off	\$ 4,015.00
Phase 2 Existing Conditions Analysis	
2.1 Research unique qualities, geography, demographics	\$ 741.00
2.2 Review goals, policies and plans	\$ 741.00
2.3 Existing conditions of parklands	\$ 741.00
2.4 Evaluation of community access (LOS Analysis)	\$ 1,887.00
2.5 Identification of redevelopment opportunities	\$ 864.00
2.6 Review of ordinances	\$ 741.00
2.7 Evaluation of management practices	\$ 2,245.00
2.8 Identification of program needs	\$ 2,245.00
2.9 Analysis of program and services access	\$ 1,122.00
2.10 PR/marketing assessment	\$ 1,122.00
2.11 Trends analysis	\$ 1,881.00
2.12 Existing Conditions Report	\$ 2,220.00
Phase 3 Needs Assessment	
3.1 Community involvement	\$ 12,540.00
3.2 Statistically valid survey	\$ 22,863.00
3.3 Online survey	\$ 950.00
3.4 Compare findings to national, state standards	\$ 950.00
3.5 Identification of areas of need	\$ 1,480.00
3.6 Identification of issues and concerns	\$ 1,838.00
3.7 Needs Assessment Report	\$ 1,430.00
Phase 4 Long Range Vision	

4.1 Visioning Workshop	\$ 11,366.00
4.2 Framework for citizen use and enjoyment	\$ 1,030.00
4.3 Framework for meeting future needs	\$ 1,030.00
4.4 Parks, recreation and open space recommendations	\$ 3,727.00
4.5 Estimate of probable costs	\$ 855.00
4.6 Steering Committee presentation	\$ 2,529.00
4.7 Vision Document	\$ 2,862.00
Phase 5 Funding + Implementation Strategy	
5.1 Implementation Workshop	\$ 5,083.00
5.2 Criteria for acquisition	\$ 572.00
5.3 Ranked resources for acquisition	\$ 1,120.00
5.4 Development and redevelopment CIP	\$ 950.00
5.5 Maintenance and operations standards + guidelines	\$ 1,214.00
5.6 Recommendations for PR/communications	\$ 1,214.00
5.7 Hist/Cult/Natural Management Plan recommendations	\$ 1,203.00
5.8 Analysis of existing funding practices	\$ 664.00
5.9 Programs funding mechanisms and cost recovery	\$ 1,442.00
5.10 ID new funding sources	\$ 1,165.00
5.11 Project long-range funding levels	\$ 583.00
5.12 Long-term funding strategy	\$ 583.00
5.13 Short-, mid- and long-range funding recommendations	\$ 583.00
5.14 Six-year action plan	\$ 638.00
5.15 Implementation Strategy Document	\$ 990.00
Phase 6 Draft Master Plan Document	
6.1 Compile findings	\$ 4,185.00
6.2 Executive Summary	\$ 1,430.00
Phase 7 Final Master Plan	
7.1 Deleted from Scope of Work	
7.2 Long Range Plan	\$ 3,017.00
7.3 Presentation of Plan	\$ 4,308.00
Direct Costs (travel, printing, etc)	
Direct Costs (travel, printing, etc)	\$ 18,000.00

Not-to-Exceed TOTAL Fee for RFP Tasks	\$ 145,419.00

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD RFP 14-04R AND EXECUTE AN AGREEMENT WITH AECOM TECHNICAL SERVICES, INC., FOR PARKS MASTER PLAN DEVELOPMENT SERVICES FOR AN AMOUNT NOT TO EXCEED \$145,419.00; APPROVING ALL NECESSARY BUDGET TRANSFERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as the City reaches build-out there is less land available for parks, recreational facilities, nature areas and other open spaces; and

WHEREAS, there continues to be a shift in demographics over the last few years; and

WHEREAS, the City of Tamarac publicly advertised RFP 14-04R entitled "Parks Master Plan Development Services" on November 25, 2013; and

WHEREAS, Request for Proposals RFP 14-04R is incorporated by reference and available in the Office of the City Clerk; and

WHEREAS, the City initially received seven responses, which were short-listed to four firms including AECOM Technical Services, Bermello Ajamil & Partners, GreenPlay, LLC, and PROS Consulting; and

WHEREAS, the above mentioned firms were requested to make formal presentations to the RFP Selection and Evaluation Committee consisting of Gregory Warner, Director of Parks and Recreation, Linda Probert, Assistant Director of Parks and Recreation, Michelle Zimmer, Recreation Superintendent, Frank Zickar, Planning and Zoning Manager, Sherrilyn Chess, Management & Budget Analyst II, Laura Karpaviciute, Management Intern, and Keith Glatz, Purchasing and Contracts Manager; and

WHEREAS, a copy of the ranking sheet is attached hereto as "Exhibit 1"; and

WHEREAS, the RFP Selection and Evaluation Committee determined that the proposal response submitted by AECOM Technical Services, Inc., incorporated by reference and available in the Office of the City Clerk, was best able to meet the needs of the City; and

WHEREAS, it is the recommendation of the Director of Parks and Recreation and Purchasing and Contracts Manager that the Parks Master Plan Development Services be awarded to AECOM Technical Services, Inc.; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the award of RFP 14-04R entitled "Parks Master Plan Development Services" to AECOM Technical Services, Inc., and to execute an Agreement, attached hereto as "Exhibit 2", for an amount not to exceed \$145,419.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof. All Exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: That RFP 14-04R entitled "Parks Master Plan Development Services" is hereby awarded to AECOM Technical Services, Inc., for an amount not to exceed \$145,419.00.

SECTION 3: That the appropriate City officials are hereby authorized to execute an Agreement with AECOM Technical Services, Inc., relating to Parks Master Plan Development Services.

SECTION 4: That all necessary budget transfers are hereby approved.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2014.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

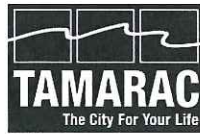
I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

February 11, 2014**PARKS MASTER PLAN DEVELOPMENT SERVICES****RFP 14-04R**

Committee Evaluation Totals - Top 4 Short Listed Firms

Proposer's Name:	AECOM Technical Services, Inc.	Bermello Ajamil Partners, Inc	Greenplay, LLC	PROS Consulting
Parks & Recreation Director	1	4	3	2
Parks & Recreation Assistant Director	1	4	3	2
Recreation Superintendent	1	3	2	4
Planning & Zoning Manager	1	4	3	2
Management Intern	1	4	3	2
Management & Budget Analyst II	1	4	3	2
TOTAL POINTS				
	6	23	17	14
TOTAL RANKING				
	1	4	3	2



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
AECOM TECHNICAL SERVICES, INC.**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and AECOM Technical Services, Inc., a California corporation duly registered as a Florida Foreign Corporation, with principal offices located at 515 S. Flower Street, Suite 1050, Los Angeles, California 90071 (the "Consultant") to provide for Parks Master Plan Development Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1) The Contract Documents

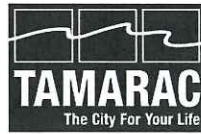
The contract documents shall consist of this Agreement, Request for Proposal No. 14-04R titled "Parks Master Plan Development Services" as issued by the City of Tamarac on November 25, 2013, including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda, Proposal executed and submitted by the Consultant, specifications, and insurance certificate(s), Attachment "A", the "Scope of Work" document, Attachment "B", Schedule of Task Values, the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These 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 of a conflict between this document and any other contract documents, this Agreement, including Attachment "A" and Attachment "B" shall prevail, followed in precedence by Request for Proposal No. 14.04R titled "Parks Master Plan Development Services", and Consultant's Proposal dated January 9, 2014.

2) The Work

2.1. The Consultant shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Consultant shall furnish all labor, materials, and equipment necessary to provide for Parks Master Plan Development Services to provide a Master Plan for the City of Tamarac's Parks and Recreation Department.

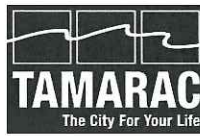
2.1.2 Consultant shall adhere to the Scope of Work detailed in Attachment "A" attached hereto.



- 2.1.3 Consultant shall perform tasks listed as "Optional" on Attachments "A" and "B" herein, only upon the written notice to be provided by the Director of Parks and Recreation or designee, or the Purchasing and Contracts Manager or designee.
- 2.1.4 Consultant shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or sub-consultants, if any, with respect to the work and services described herein, consistent with the applicable professional standard of care.
- 2.1.5 Consultant's professional engineering and related services on the City's Master Plan Development Services hereunder shall not imply that Consultant is engaged in any aspect of the physical work of construction contracting, nor is Consultant engaged in any aspect of the manufacturing, selling, supplying, installation, or servicing of assemblies, commodities, goods, parts, products, or supplies. As such, any warranties for good stated in the RFP are superseded by the standard of care for professional services defined herein.

3) Insurance

- 3.1. Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as specified in the same certificate attached as Attachment "C" or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will require that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. Consultant's General and Automobile Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.



4) Schedule

The work to be performed under this Agreement shall be commenced after City execution of this Agreement. The work shall be completed no later than Two Hundred and Ten Days (210) after notice to proceed.

5) Contract Sum

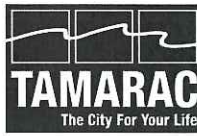
The Contract Sum for the above work shall not exceed One Hundred Forty-Five Thousand Four Hundred Nineteen Dollars and no cents (\$145,419) in accordance with Attachment "B", "Schedule of Task Values" attached hereto.

6) Payments

The City shall pay in full the Contract Sum to the Consultant on a monthly basis throughout the project for tasks or portions of tasks completed as listed in Attachments "A" and "B" of this Agreement unless the parties agree otherwise. The City shall pay the Consultant for work performed subject to the requirements of this project and subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

7.1. GENERAL INDEMNIFICATION: For claims other than those based on professional liability, Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual : a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of and to the extent caused by any act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be legally liable in the performance of the Work; or b). violation of applicable law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including reasonable attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant. For claims based on professional liability, Consultant shall protect, indemnify and hold harmless the City, their agents, elected officials and employees from and against damages to the extent such are caused by the negligence of Consultant, any sub-consultant, anyone directly or indirectly employed by any of them,

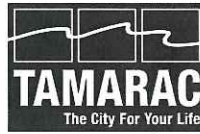


or anyone for whose acts any of them may be legally liable for in the performance of the Work hereunder.

- 7.2. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.3. The Consultant shall pay all claims, losses, liens, settlements or judgments to the extent resulting from the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.4. The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 7.5. Neither party to this Agreement shall be liable to the other party or any third party claiming through the other respective party, for any special, punitive, liquidated, incidental, delay, indirect or consequential damages of any kind including but not limited to lost profits or loss of use, loss of access, that may result from this Agreement, or out of any goods or services furnished hereunder. Nothing herein shall constitute a waiver by City of sovereign immunity as it may be afforded pursuant to §768.28, Florida Statutes.
- 7.6. **IN ACCORDANCE WITH CHAPTER 558, FLORIDA STATUTES, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CITY ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT.**

8) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation,



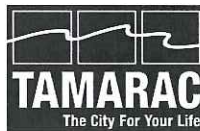
or disability if qualified. The Consultant will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that Sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

9) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and notwithstanding anything to the contrary, Consultant will use that degree of care and skill ordinarily exercised by members of same profession performing the same or similar services under similar conditions in similar localities to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the City and the City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

10) Assignment and Subcontracting

Consultant shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.



11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

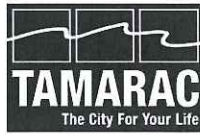
CONSULTANT

AECOM Technical Service, Inc.
150 N. Orange Avenue, Suite 200
Orlando, FL 32801
Attn: Jay H. Exum Ph.D, Principal
(407) 843-6552 (407) 839-1789
jay.exum@aecom.com

12) Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant causes it to be terminated due to Consultant's default, Consultant shall indemnify the city against loss pertaining to this termination.

12.2 Default by Consultant: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.



- 12.3** Consultant may terminate this agreement upon 30 days prior written notice in the event of a material breach of the terms of this Agreement by the City.

13) Public Records

- 13.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

13.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

13.1.2 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;

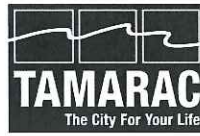
13.1.3 Require that public records of the Contractor, or the public records of its Subcontractors, that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

13.1.4 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.

- 13.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 12 "Termination" herein.

14) Uncontrollable Forces

- 14.1** Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes,



storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

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 is fixed in Broward County, Florida.

17) Signatory Authority

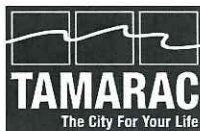
The Consultant shall provide the City with copies of requisite documentation evidencing that the signatory for Consultant has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are



merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

21) Budgetary Constraints

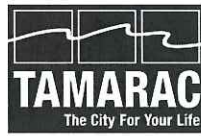
In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

22) Nondisclosure of Proprietary Information

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

23) Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.



24) Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

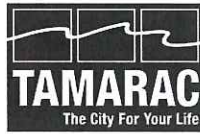
24.2 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

25) Ownership of Documents

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all work products, documents, records, disks, original drawings, specifications or other information developed as a result of this Agreement shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City. Except as specifically authorized by the City in writing, information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall be used only in connection with the services provided the City. Any modification to the Consultant's work product or unintended use of same shall be at the sole risk of the City.

26) Fiduciary and Municipal Advisory Duties

In the performance of its services on behalf of City, AECOM (a) is not recommending any action be taken by City; (b) is not acting as a municipal advisor to City and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act, to City with respect to the information and material contained in this communication or any project deliverable; and (c) is acting in its own interests. City should discuss any information and material contained in this communication and/or any project deliverable with City's internal and/or external advisors

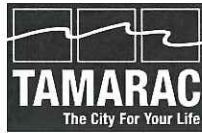


and experts that it deems appropriate before acting on analyses and/or recommendations provided by AECOM in connection with the proposed assignment.

27) Estimates

Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by Consultant will represent its best judgment based on its experience and available information. The City recognizes that Consultant has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, Consultant does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by Consultant.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its Principal, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date:

Approved as to form and legal sufficiency:

Date

City Attorney

ATTEST:

AECOM TECHNICAL SERVICES, INC.

Company Name

(Corporate Secretary)

Signature of Principal

Type/Print Name of Corporate Secy.

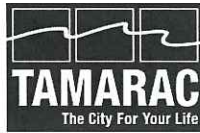


Jay Exum, Ph.D, Principal

(CORPORATE SEAL)



Date

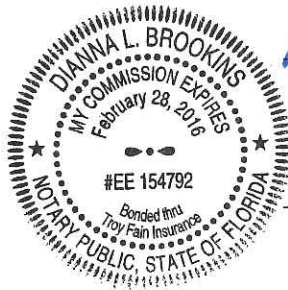


CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
COUNTY OF Orange :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jay Exum, Ph.D, Principal of AECOM Technical Services, Inc., a California Corporation, duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 16th day of March, 2014.



Dianna L. Brookins
Signature of Notary Public
State of Florida at Large

Dianna L. Brookins
Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an
oath.

ATTACHMENT "A"

SCOPE OF WORK

CITY OF TAMARAC PARKS, RECREATION AND OPEN SPACE MASTER PLAN PROPOSED SCOPE OF WORK

NOTE: Tasks herein labeled as "OPTIONAL" shall only be completed upon the express written notice of the Director of Parks and Recreation, the Purchasing and Contracts Manager or their designees.

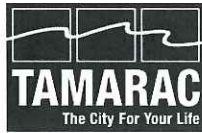
PROJECT MANAGEMENT

0.1 Project Management. In addition to the specific services detailed below, AECOM will coordinate our work with the City's representative and the City's project team and monitor the project schedule as it relates to this scope contained herein and provide timely invoicing and reporting of project progress.

0.2 Bi-Weekly Coordination Calls. AECOM and the City will participate in a coordination call every two weeks to discuss the project status; review and discuss comments from interim submittals; and review and discuss outstanding issues. AECOM will issue meeting minutes after each conference call.

0.3 Data Collection. Prior to the start of Phase I, The City will provide AECOM with the latest and most accurate available maps and data regarding existing City parks, recreation facilities, natural lands and trails, as well as neighborhoods, public schools, streets, natural features and land uses. This may include, but is not limited to, the following:

1. City of Tamarac Comprehensive Plan, incl. Future Land Use Map
2. Current Inventory of City Parks and Recreation Facilities
3. Current Inventory of Recreational Facilities within each of the Parks
4. Current Inventory of Special Use Facilities
5. Current Inventory of Schools, Churches and Non-Profits (Boys and Girls Club, YMCA, etc.
6. Current Inventory (GIS) of Private Recreation Facilities
7. Current Inventory of Vacant/Derelict Sites
8. Historic/Cultural Resources
9. Capital Improvements Program (CIP)



10. Population/Demographics Data, both current and projected
11. Recreation Program Inventory, Data, Brochures, Catalogs and Flyers
12. Department Budgets
13. Operations and Maintenance Costs
14. Current Funding Sources (General Fund, Grants, Sales Tax, etc.) and Estimated Revenues
15. Current Partnerships
16. Department Staffing/Organizational Charts
17. List of Current Sports Leagues (both youth and adult), Program Levels and Schedules
18. Land Development Regulations
19. Aerial Photograph of the City
20. Other Relevant Studies, Data and Information

Complete data shall be provided by the City within a reasonable time frame. AECOM shall rely on all information supplied by the City as accurate and correct.

PHASE 1 – PROJECT PLANNING AND DATA COLLECTION

1.1 Develop strategies and information needs with staff (Project Kick-Off Meeting).

AECOM will attend and facilitate a ½ day kick-off workshop with the City to review and discuss:

- Project scope and schedule
- Community involvement process
- Formation of project Steering Committee
- Sample Statistically Valid Surveys
- Preliminary LOS access/service area standards
- Discussion of like Florida communities for benchmarking
- Known needs, priorities, obstacles and opportunities
- Communications, expectations and deliverables
- Final document format

The City will be responsible for all meeting logistics, including invitations, meeting room and refreshments (if desired). AECOM will prepare and distribute minutes from the meeting.

1.2 Inventory of Existing Parkland. Working with data provided by the City, AECOM will develop an updated inventory of existing parkland and facilities. This inventory will include all City of Tamarac parks and open spaces, private recreation facilities, and parks and recreation facilities within one mile of City of Tamarac boundaries.

1.3 Inventory of Existing Programs, Social Services, Facilities and Related

Services. Based on data provided by the City, Ballard*King will develop an inventory of available social service and recreation programs, recreation facilities, and related services. This inventory will be a complete inventory of all agency facilities, programs and services, as well as alternative providers of such in the community.

1.4 Development of Basemap. (OPTIONAL) Based on available data provided by the City, AECOM will prepare a project basemap. Data layers may include, but are not limited to:

1. Municipal Boundaries
2. Geo-Political Boundaries (i.e. Neighborhood Boundaries, Neighborhood/ Civic Association Boundaries, Ward Boundaries, etc).
3. Existing and Proposed Street Network
4. Future Land Use Plan Delineating Residential and Non-Residential Areas
5. Location of All the Existing and Proposed City Parks and Recreation Facilities, Natural Lands, Trails and Bikeways
6. Existing and Proposed Special Use Facilities
7. Existing and Proposed Schools, Churches, and Non-Profit (Boys and Girls Club, YMCA, etc.)
8. Existing and Proposed Recreation Facilities within Private Communities (within the City only)
9. Vacant/Derelict Sites
10. Railroad/Utility Corridors
11. Historic/Cultural Resources
12. Lakes, Streams, Rivers, Beaches, Wetlands and All other Natural Features
13. Conservation Lands, Environmentally Sensitive Areas
14. Proposed Streetscape /Urban Design Project Plans/ Site Plans/ Master Plans related to Residential Land Uses and Parks and Open Spaces
15. Aerial Photograph of the Study Area
16. Other Relevant Studies, Data and Information

1.5 Steering Committee Kick-Off. (OPTIONAL) AECOM will facilitate a two-hour kick-off workshop with the project Steering Committee. At this workshop, the project will be introduced, known issues and opportunities will be documented, and preliminary assessment of needs will be discussed.

Phase 1 Deliverables:

- Project Kick-Off Meeting Minutes
- Inventory of Existing Parkland
- Inventory of Existing Programs, Social Services, Facilities and Related Services
- Project Basemap
- Steering Committee Kick-Off Meeting Minutes

PHASE 2 – EXISTING CONDITIONS ANALYSIS

2.1 Research Unique Qualities, Geography and Demographics (Community Profile).

AECOM will research the City's unique qualities, geography and demographics as they relate to parks and greenways. As part of this Community Profile, AECOM will prepare an assessment of the population and demographics changes occurring in the City. The City's demographic analysis will be based on the latest Census information and projections; the following demographic characteristics, at minimum, will be included:

- Population density
- Age Distribution
- Households
- Ethnicity
- Household Income

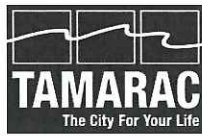
2.2 Review of Relevant Goals, Policies and Other Local/State/Regional Plans.

AECOM will review current goals, policies, and local planning studies (i.e.: the Comprehensive Plan, Transportation Plan, as well as pertinent state or regional plans such as SCORP) for relevance to the parks master plan.

2.3 Existing Conditions of Parklands. AECOM will prepare and submit to the City an evaluation form for analyzing existing parks and greenways. The City will review the form and provide comments to AECOM for discussion during the regularly scheduled bi-weekly conference calls. AECOM will prepare the final form based on feedback from the City. Once the evaluation form is approved, AECOM will visit every City park and document existing conditions, identify immediate and long-range needs, and make preliminary recommendations for improvements.

2.4 Evaluation of Community Access (LOS Analysis). AECOM will perform a Level of Service (LOS) analysis that measures access to City parks and greenways. An LOS analysis will be performed for acreage, facilities, access, quality and programs. Following the analysis, AECOM will recommend local planning guidelines and standards for adequate access to parks and greenways. AECOM will also prepare an analysis of existing and future neighborhood areas, projected service populations, and parkland allocation recommendations within the urban growth boundary based on growth, transportation, and safety; and identify and discuss current and anticipated access issues including barriers to participation.

2.5 Identification of Redevelopment Opportunities. Using data provided by the City and findings from the above tasks, AECOM will identify opportunities for park expansion and/or additions through acquisition and redevelopment.



2.6 Review of Planning and Economic Development Ordinances. AECOM will review the City's planning and economic development ordinances that are pertinent to parks development issues, and propose amendments and/or new ordinances as needed to accomplish parks development goals and objectives.

2.7 Evaluate and Analyze Current Management and Operations Practices.

Ballard*King will

provide evaluation and analysis of current management and operations practices giving specific attention to parks maintenance and staffing with recommendations pertinent to future growth of parklands, buildings and facilities, and related services. Additionally, Ballard*King will reference NRPA level of maintenance standards to project cost-effective funding levels necessary to adequately sustain recommended levels of maintenance and service in these areas.

2.8 Identify Specific Program Needs. Using existing data and the inventory developed as part of Task 1.3, Ballard*King will work with City staff to evaluate existing levels of social service and recreation program services and determine adequacy of current social service and recreation opportunity for all city residents.

2.9 Analyze and Discuss Access and Opportunity to Participate in Programs and Services.

Ballard*King will analyze and discuss access and opportunity to participate in programs and services with regard to daily/weekly timeframes and schedules, seasonal adjustments, and other factors affecting participation choices. Ballard*King will then make recommendations to improve planning and scheduling effectiveness to maximize opportunity and participation.

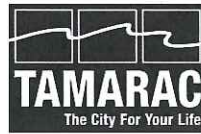
2.10 Public Relations and Marketing Assessment. Ballard*King and AECOM will review and evaluate current public relations, publicity, marketing, and other promotional efforts to determine effectiveness within the community. Ballard*King will then recommend cost effective methods and practices that will improve public awareness of programs and services.

2.11 Conduct a Trends Analysis. AECOM will conduct a parks and recreation trends analysis to project future participation and the needs, and issues of equitable distribution of service and opportunity for all ages and income levels.

2.12 Existing Conditions Report. AECOM will document the work from all Phase 2 tasks into a single, comprehensive Existing Conditions Report that will summarize findings and implications for the Parks, Recreation and Open Space Plan. After submittal of the Report, AECOM and the City will discuss findings during one of the scheduled bi-weekly phone calls. The City will submit one consolidated set of comments and revisions to AECOM.

Phase 2 Deliverables:

- Community Profile
- Park Evaluation Form
- Existing Conditions Report



PHASE 3 - NEEDS AND PRIORITIES ASSESSMENT

3.1 Community Involvement. Working with City staff, AECOM will develop a Community Involvement Strategy designed to engage as many Tamarac residents and stakeholders in the development of the Parks, Recreation and Open Space Plan as possible. Preliminary, the following workshops and meetings are proposed:

- Four (4) Neighborhood Workshops held in different locations throughout the City
- Two (2) days of stakeholder Interviews, including one-on-one meetings with all City Commissioners and the Mayor
- One (1) day of Focus Group Workshops to address special interest group needs

3.2 Statistically Valid Survey. AECOM, ETC/Leisure Vision, and City staff will work together to create a draft survey questionnaire. Once this questionnaire is approved by the City, ETC/Leisure Vision will conduct a statistically valid community-wide needs assessment addressing population shifts and changing social and economic conditions (can be combined w/parks assessment) to determine current levels of participation, and public satisfaction with existing programs, recreation facilities, and services. The survey will determine public interests, desires, expectations, and priorities for the future including the public's willingness to fund expanded programs and services. Results from the survey will be provided to the City in both a summary format of findings and raw data.

3.3 Online Survey. Using the same questionnaire from Task 3.2, AECOM will conduct an online survey via "Survey Monkey" or other site to expand the reach of public engagement. AECOM will compile the findings into a summary report of findings, and provide the City with the raw survey results.

3.4 Compare Findings and Recommendations to National and State Standards. AECOM will conduct a benchmarking analysis that will compare existing facilities and levels of service in the City to recognized national and state standards, and to like communities in Florida.

3.5 Identification of Specific Program Areas of Public Need. Ballard*King will identify specific areas of public need and community interest with regard to program types (sports, outdoor, aquatic, cultural arts, special events, social services, etc.) and populations served (children, teens, adult, senior, family, disabled. Include issues of ethnic diversity).

3.6 Identify and Address Major Issues, Concerns and Challenges. Based on findings from Phase 2 and 3 tasks, AECOM will identify major issues, concerns, and challenges specific to Tamarac that will affect parks, open space, and recreation service decisions now and in the future. These findings will be documented in the Needs Assessment Report (Task 3.7)

3.7 Needs Assessment Report. AECOM will prepare a draft summary of parks, recreation, greenways and trails needs and priorities and submit to the City for review and comment. AECOM and the City will discuss the review comments during the regularly scheduled bi-weekly conference calls, and AECOM will revise the draft based on the City's comments.

Phase 3 Deliverables:

- Draft Statistically Valid Survey Questionnaire
- Statistically Valid Survey Findings and Data
- Online Survey Findings and Data
- Needs Assessment Report

PHASE 4- LONG RANGE VISION

4.1 Visioning Workshop.

AECOM will engage City staff, residents and stakeholders in a structured three-day visioning workshop. AECOM will organize the workshop agenda to discuss the vision for each element of the Parks, Recreation and Open Space system, including but not limited to:

- Parks
- Greenways
- Bikeways
- Private Recreation Facilities
- Open spaces + Environmental Lands
- Recreation programs
- Social service programs
- Maintenance
- Other elements (as determined in Phases 1 – 3)

On the last day of the workshop AECOM will prepare and present a PowerPoint-based conceptual vision report to residents for their review and comments. AECOM will submit the PPT Report to City staff for review and comment, and meet with City staff and the Steering/ Advisory Committee to review and discuss the Vision before proceeding with the next phase.

4.2 Framework for Citizen Use and Enjoyment. During the Visioning Workshop (Task 4.1), AECOM will develop a draft framework for maximizing citizen use and enjoyment of existing parks, facilities, and recreation services.

4.3 Framework for Meeting Future Needs. During the Visioning Workshop (Task 4.1), AECOM will develop a framework for meeting future needs and achieving long range parks system development and recreation program services goals.

4.4 Proposed Parks, Recreation and Open Space Recommendations. Using findings from previous tasks and input from the Visioning Workshop (Task 4.1) AECOM will make specific recommendations addressing access solutions and future needs including parkland acquisition and development. The recommendations for parks, recreation and open space will be progressive while remaining prudent to existing and anticipated resources.

4.5 Estimate of Probable Costs. AECOM and Ballard*King will prepare an “order-of-magnitude” opinion of costs to implement the elements of the Vision, including:

- Land Acquisition (based on costs/acre provided by the City)
- Park/Facility Development (based on comparable facilities)
- Programming /Staffing (based on data provided by the City)
- Operations and Maintenance (based on data provided by the City)

It is important to note that these costs will be based on data provided by the City and/or AECOM’s experience with similar facilities or programs. No detailed field investigations (environmental, geotechnical, site drainage, utilities, etc.) or preliminary design/engineering services are included in this Scope of Work.

4.6 Presentation to Steering Committee. (OPTIONAL) AECOM will present the vision and estimate of costs to the Steering/Advisory Committee for review and comment.

4.7 Vision Document. AECOM will compile Phase 4 products into a single, comprehensive Vision Document including an illustrative map of the future parks, recreation and open space system. The document will articulate a well-defined, long-range plan for an integrated network of parks, community facilities, bikeways, open spaces, and recreational corridors for the future, potential acquisitions for future park development, and solutions for addressing neighborhood and community accessibility. These recommendations will include specific goals and priorities that incorporate all findings from each of the above study components and particularly reflect community interest and significant levels of support.

Phase 4 Deliverables:

- Draft Vision PowerPoint Presentation
- Estimate of Probable Cost
- Vision Document

PHASE 5 – FUNDING AND IMPLEMENTATION STRATEGY

5.1 Implementation Workshop. (OPTIONAL) AECOM will facilitate a ½ Implementation Workshop with the City Manager, Parks and Recreation Director, Management and Budget Director, Community Development Director, and/or other key staff to discuss alternative funding and implementation strategies based on historic

funding techniques and levels; community needs and priorities; Commission funding preferences; and gather information for the following Phase 5 tasks, below.

5.2 Establish and Recommend Criteria for Parkland Acquisition Policy. AECOM will establish and recommend a “criteria for park land acquisition” policy which defines acquisition priorities, satisfies long range maintenance objectives, and accomplishes parks, recreation and open space system master plan goals and implementation schedules toward establishing an integrated network of park resources and facilities within the fiscal limitations of the community.

5.3 Identify, Inventory and Rank Resources for Acquisition. AECOM will identify, inventory, and rank unique natural and other open space resources for potential park system acquisition and/or parks development opportunities within the community.

5.4 Parks Development and Redevelopment Capital Improvement Plan (CIP). AECOM will create and recommend a 20-year parks development and redevelopment Capital Improvement Plan (CIP) and implementation schedule including immediate and long range budget projections. This will include projections of all costs associated with capital improvements within existing parks, development and build-out of undeveloped parks, and acquisition and development of future park sites and related facilities.

5.5 Maintenance and Operations Standards and Guidelines. Ballard*King will develop an estimate of maintenance costs and maintenance and operations standards and guidelines for providing quality, safe, and cost-effective maintenance operations and practices. Ballard*King will also determine funding and staffing levels commensurate with maintenance and operations responsibilities.

5.6 Recommendations for Improved Relations and Communications. Ballard*King will develop recommendations for improved public relations and communications to maximize community awareness of Parks and Recreation Department programs and services.

5.7 Historical, Cultural and Natural Resource Management Plan Recommendations.

AECOM will provide recommendations for a historical, cultural and natural resource management plan to address and complement future park development.

5.8 Provide an Analysis of Existing Funding Practices, Sources of Funds, and Funding Levels. Using information provided by the City and results from the Implementation Workshop (Task 5.1), AECOM will provide an analysis of existing funding practices, sources of funds, and funding levels for both parks and facilities and social service and recreation programs and services.

5.9 Review of Existing Funding Mechanisms and Cost Recovery Practices for Recreation Programs and Services. Ballard*King will review and discuss existing funding mechanisms and cost recovery practices for recreation programs and services, and recommend appropriate levels of cost recovery through fees. Recommendations will balance cost recovery with issues of affordability.

5.10 Identify New or Alternative Sources of Funds. AECOM will identify new or alternative sources of funds that might reasonably be developed to supplement existing funding methods, and identify and discuss new funding practices that might present long-term funding stability.

5.11 Project Long-Range Funding Levels. AECOM will project long-range funding levels required to support Master Plan goals and objectives relative to anticipated growth, development, and long term maintenance. AECOM will also describe methodologies and models used to determine projected costs.

5.12 Long-term Funding Strategy. AECOM will develop a long-term funding strategy(s) that combines and incorporates a diversity of funding options and techniques that will effectively support and achieve Master Plan goals and objectives for both parks development and recreational services.

5.13 Short-, Mid-, and Long-Range Funding Recommendations. Using information from the above tasks, AECOM will provide specific funding recommendations and strategies which support short-range (2014-2018), mid-range (2019-2023), and long-range (2024-2033) parks development and recreation program development needs while responding to the community's "willingness to pay" attitudes and priorities. Recommendations will be based on specific cost projections identified as part of Task 4.5 (Estimate of Probable Cost).

5.14 Six-year Specific Action Plan. AECOM and Ballard*King will develop a specific action plan for the next 6 years that implements standards, guidelines, policies and recommendations of the Master Plan, particularly the Capital Improvement Plan (CIP) for parks system development. This task will address administration and management as well as maintenance and operations for both parks development and recreation program services.

5.15 Implementation Strategy Document. AECOM will document and compile all work from Phase 5 tasks into a comprehensive Implementation Strategy Document.

Phase 5 Deliverables:

- Implementation Strategy Document

PHASE 6 – MASTER PLAN DOCUMENT AND EXECUTIVE SUMMARY

6.1 Compile Findings and Recommendations (Draft Master Plan Document).

AECOM will

compile findings and recommendations from above study components into one or more documents which together identify community priorities and define Tamarac's comprehensive Park, Recreation, and Open Space Master Plan for the future (10 yrs.)

AECOM will submit six (6) color, digital copies of the draft Plan in a file format compatible with the City's operating software, for the City's review. The City will be responsible for distributing the draft Plan to all reviewing parties, and shall prepare a consolidated list of proposed comments and/or revisions for AECOM.

6.2 Executive Summary. AECOM will also prepare a 10 – 20 page color Executive Summary that summarizes and illustrates:

- Existing System
- Needs and Priorities
- Long Range Vision
- Implementation/ Action Plan

An executive summary narrative will be included within all study component documents.

Phase 6 Deliverables:

- Draft Parks, Recreation and Open Space Plan
- Executive Summary

PHASE 7 – PRESENTATIONS, APPROVAL AND ADOPTION

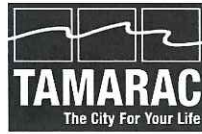
7.1 Presentation to Steering Committee. (OPTIONAL) AECOM will meet with the Steering Committee to discuss the draft Parks, Recreation and Open Space Plan.

7.2 Long Range Plan (Final Master Plan Document). AECOM will finalize the Parks, Recreation, and Open Space Plan, based on the review comments from the Steering Committee and from City staff. Following revisions, AECOM will submit one (1) color, professionally bound hard copy and one digital copy of the plan to the City.

7.3 Presentation of Plan. AECOM will present the draft Master Plan to the Project Steering Committee and City Commission for review and discussion.

Phase 7 Deliverables:

- Final Master Plan PowerPoint
- Final Master Plan



ATTACHMENT "B"

SCHEDULE OF TASK VALUES

SCHEDULE OF TASK VALUES

TASK	FEE
Phase 1 Project Planning + Data Collection	
1.1 Develop strategies and info needs with staff	\$ 6,810.00
1.2 Inventory of existing parkland	\$ 1,291.00
1.3 Inventory of existing programs	\$ 2,359.00
1.4 Deleted from Scope of Work	
1.5 Steering Committee kick-off	\$ 4,015.00
Phase 2 Existing Conditions Analysis	
2.1 Research unique qualities, geography, demographics	\$ 741.00
2.2 Review goals, policies and plans	\$ 741.00
2.3 Existing conditions of parklands	\$ 741.00
2.4 Evaluation of community access (LOS Analysis)	\$ 1,887.00
2.5 Identification of redevelopment opportunities	\$ 864.00
2.6 Review of ordinances	\$ 741.00
2.7 Evaluation of management practices	\$ 2,245.00
2.8 Identification of program needs	\$ 2,245.00
2.9 Analysis of program and services access	\$ 1,122.00
2.10 PR/marketing assessment	\$ 1,122.00
2.11 Trends analysis	\$ 1,881.00
2.12 Existing Conditions Report	\$ 2,220.00
Phase 3 Needs Assessment	
3.1 Community involvement	\$ 12,540.00
3.2 Statistically valid survey	\$ 22,863.00
3.3 Online survey	\$ 950.00
3.4 Compare findings to national, state standards	\$ 950.00
3.5 Identification of areas of need	\$ 1,480.00
3.6 Identification of issues and concerns	\$ 1,838.00
3.7 Needs Assessment Report	\$ 1,430.00
Phase 4 Long Range Vision	
4.1 Visioning Workshop	\$ 11,366.00

4.2 Framework for citizen use and enjoyment	\$	1,030.00
4.3 Framework for meeting future needs	\$	1,030.00
4.4 Parks, recreation and open space recommendations	\$	3,727.00
4.5 Estimate of probable costs	\$	855.00
4.6 Steering Committee presentation	\$	2,529.00
4.7 Vision Document	\$	2,862.00
Phase 5 Funding + Implementation Strategy		
5.1 Implementation Workshop	\$	5,083.00
5.2 Criteria for acquisition	\$	572.00
5.3 Ranked resources for acquisition	\$	1,120.00
5.4 Development and redevelopment CIP	\$	950.00
5.5 Maintenance and operations standards + guidelines	\$	1,214.00
5.6 Recommendations for PR/communications	\$	1,214.00
5.7 Hist/Cult/Natural Management Plan recommendations	\$	1,203.00
5.8 Analysis of existing funding practices	\$	664.00
5.9 Programs funding mechanisms and cost recovery	\$	1,442.00
5.10 ID new funding sources	\$	1,165.00
5.11 Project long-range funding levels	\$	583.00
5.12 Long-term funding strategy	\$	583.00
5.13 Short-, mid- and long-range funding recommendations	\$	583.00
5.14 Six-year action plan	\$	638.00
5.15 Implementation Strategy Document	\$	990.00
Phase 6 Draft Master Plan Document		
6.1 Compile findings	\$	4,185.00
6.2 Executive Summary	\$	1,430.00
Phase 7 Final Master Plan		
7.1 Deleted from Scope of Work		
7.2 Long Range Plan	\$	3,017.00
7.3 Presentation of Plan	\$	4,308.00
Direct Costs (travel, printing, etc)		
Direct Costs (travel, printing, etc)	\$	18,000.00
Not-to-Exceed TOTAL Fee for RFP Tasks	\$	145,419.00