

AGREEMENT BY AND BETWEEN CALVIN, GIORDANO & ASSOCIATES, INC
AND THE CITY OF PEMBROKE PINES

THIS AGREEMENT, dated this ____ day of _____, 20____, (“Effective Date”) by and between: the CITY OF PEMBROKE PINES, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as “CITY”), with business address of 601 City Center Way, Pembroke Pines, FL 33025, and CALVIN, GIORDANO & ASSOCIATES, INC (hereinafter referred to as “CGA”), with a business address of 1800 Eller Dr Suite 600, Ft Lauderdale, FL 33316

WITNESSETH:

WHEREAS, CITY currently has a performance-based contract with CGA to provide contract employees and certain professional services for certain identified positions with the CITY; and,

WHEREAS, CITY desires to renegotiate and replace its existing contract with CGA, that was awarded pursuant to RFQ# PSPW-13-09 “Operation, Maintenance and Management of Municipal Facilities and Grounds,” to provide contract employees and certain professional staffing services for certain identified positions within the CITY; and,

WHEREAS, the CITY is desirous of maintaining a high level of competent, professional, and economically feasible contract administrative and public services in conjunction and harmony with its fiscal policies of sound, economical management; and,

WHEREAS, CGA has agreed to render to the CITY a continuing high level of professional contract services and the CITY is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and,

WHEREAS, CGA has offered its professional services to the CITY in a manner consistent with the terms, conditions and provisions herein; and,

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I
SERVICES

1.1 The above recitals are true and correct, and the preamble hereinabove is incorporated in this Agreement by reference.

1.2 CGA shall provide to CITY for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent, and professional contract services, within and throughout the corporate limits of CITY to the extent and in the manner hereinafter described.

1.3 The CITY hereby engages CGA for the services described in Articles VI and VII herein.

1.4 The CITY shall designate a Contract Manager in writing and shall advise CGA in writing of any change on Contract Manager.

1.5 Services shall mean comprehensive, contract services provided in accordance with the services described in Article VII herein.

1.6 The parties recognize that the services provided for under this Agreement are intended to provide flexibility to the CITY in order to meet the challenges of the CITY. Therefore, CGA shall provide the staffing levels and assignments of personnel in a way as to insure professional, competent services to the CITY consistent with the staffing requirements outlined herein. CGA shall enact a drug-free workplace program for all of its staffing requirements outlined herein and shall comply with all Federal and State Laws for the work performed under this Agreement, as well as the local ordinances applicable to the CGA employees providing services hereunder.

1.7 In addition to the foregoing, CGA agrees to provide CITY all services to fulfill the obligations of CGA under this Agreement.

1.8 CITY shall provide equipment as solely determined by the CITY as necessary for the CGA work under this Agreement. A representative list of the equipment to be provided by the CITY is attached as Exhibit "B" hereto. The list of equipment may be revised and updated by the CITY to add, replace or remove equipment during the term of this Agreement, as evidenced by written acknowledgement by each party's designated Contract Manager. CGA shall be responsible for insuring all CITY equipment used by CGA employees in the performance of service hereunder, and that all equipment is maintained in a reasonable, prudent, and safe manner to obtain maximum life expectancy.

1.9 CGA shall provide all vehicles necessary for the performance of the CGA work under this Agreement. A list of vehicles provided by CGA at the time of execution of this Agreement is attached hereto as Exhibit "C". All vehicles provided by CGA shall include markings indicating that the vehicles are being used for CITY business, such markings to be agreed upon by the parties' Contract Managers. CGA shall provide a list of vehicles to the CITY and shall maintain that list throughout the term of the Agreement and provide the CITY with any changes to the list. CGA shall be responsible for insuring all vehicles used by CGA employees in the performance of service hereunder, and that all vehicles are maintained in a reasonable, prudent, and safe manner to obtain maximum life expectancy.

1.10 CGA shall provide all uniforms for the workers used in the CGA Work. The uniforms shall be approved by the CITY'S Contract Manager and CGA shall ensure that the uniforms are maintained to present a professional appearance.

ARTICLE II MAINTENANCE OF ABILITY

2.1 CGA shall furnish to and maintain for the benefit of the CITY, without additional cost therefor, all necessary labor and management, excluding operating supplies, necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder. Operating supplies include personal protective equipment (PPE) as required by OSHA or other regulatory agencies or requested by CGA or CITY, tools, materials and supplies, grounds maintenance materials and supplies, office supplies, janitorial supplies, equipment, vehicles above the current level of fifty-four (54), and communication facilities ("land lines and radios when necessary").

ARTICLE III EMPLOYMENT RESPONSIBILITY

3.1 All personnel employed by CGA in the performance of such services, functions, and responsibilities as described and contemplated herein for the CITY shall be and remain CGA employees. CGA shall be responsible for complying with all employment laws, including, but not limited to Title VII of the Civil Rights Act of 1964, as amended; the Fair Credit Reporting Act, as amended; the Family and Medical Leave Act; and the Florida Civil Rights Act, as amended. CGA will comply with the requirements of Section 768.096, Florida Statutes, and will perform the necessary background checks on applicants, including criminal history checks, physical examinations, drug screenings, and driver's record checks as required by CITY for each position. Any additional screenings outside of the above shall be paid for by the CITY (example, Level II).

3.2 CGA shall be responsible for all insurance benefits, retirement benefits, compensation and/or any legal obligations or rights to which CGA personnel are entitled during the course of employment with CGA. Accordingly, the CITY shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, Workers' Compensation benefits under Chapter 440, Florida Statutes, legal liability for alleged violation of civil rights, or any amenities of employment to any CGA personnel performing services, duties, and responsibilities hereunder for the benefit of said CITY and the residents thereof or any other liabilities whatsoever. CGA is and shall be in the performance of all work, services, and activities under this Agreement, an independent contractor and not an employee, agent, or servant of the CITY, and all personnel performing services under this Agreement shall be and remain CGA employees.

ARTICLE IV EMPLOYMENT; RIGHT ON CONTROL

4.1 CGA shall have and maintain the sole responsibility for and control of the rendition of the services, the standards of performance, the discipline of personnel and other matters incident to the performance of the services, duties, and responsibilities as described and contemplated herein. CITY, and their designated management staff, shall dispatch work assignments of CGA staff. CITY, and their designated management staff, shall be responsible for the acquisition of

construction permits, if required. All work orders shall be maintained in the CITY's designated work-order system. CITY will be responsible for obtaining and payment of construction permits, if required. CGA shall be responsible for calling in and obtaining documents for utility locates.

4.2 CGA shall at all times maintain sole and absolute discretion over the selection, assignment, discipline, and termination of its employees providing services hereunder. CITY, and their designated management staff, shall communicate their observations of the performance of CGA staff as necessary with CGA Human Resources. Nothing in this Agreement shall be construed as a guarantee of any person's employment, it being the intention that all employees hired pursuant to this Agreement be at-will employees of CGA and shall not be entitled to any of the rights or interests of employment as may apply to employees of the CITY.

4.3 No personnel shall be terminated, transferred, or reassigned out of the CITY, without CGA first filling the vacated position as necessary to maintain the level of service, unless pre-approved by the CITY. Additionally, no individual should be assigned to perform services for the CITY unless requested by the City Manager and/or his/her designee.

4.4 CGA shall conduct all background checks in compliance with CITY policies, rules, ordinances, including, but not limited to Level II (enhanced), criminal, etc. CITY shall reimburse CGA for costs associated with the Level II enhanced screening.

ARTICLE V CONSIDERATION

5.1 The CITY shall pay to CGA, in consideration for the above stated services and responsibilities for the period commencing on the first day of the month following the effective date of this agreement through the termination of this Agreement or any subsequent renewal term, the wages and benefits, costs of equipment and other costs except those specifically identified as the responsibility of the CITY, as set forth in Exhibit "A", attached hereto and incorporated herein. Any increases in wages or expenses must be approved in writing in advance by the CITY's Human Resources Manager.

5.2 CGA shall submit an invoice no less often than once a month. Payment shall be processed and paid by CITY pursuant to the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

ARTICLE VI CONTRACT MANAGER; HUMAN RESOURCES AND PERSONNEL

6.1 Contract Manager. CGA shall provide a Contract Manager to act as liaison between the CITY and CGA at no additional cost to the CITY.

6.1.1 The selection of the Contract Manager at the commencement of this Agreement shall be disclosed in writing by CGA to the CITY. CGA shall advise the CITY's Contract Manager in writing of any change of Contract Manager; provided that CGA agrees to make such successor selections in good faith and in the best interest of the CITY.

6.1.2 In the event the CITY becomes dissatisfied with the performance of CGA's Contract Manager, the CITY may provide notification to CGA. Thereafter, representatives of CGA and the CITY shall meet to discuss possible remedies for the problems experienced by the CITY. The Contract Manager will be required by CGA to act in good faith in resolving any problems experienced by the CITY. The Contract Manager shall be employed by CGA and is responsible for ensuring that CGA upholds its obligations under this Agreement. The Contract Manager shall in no event be construed to be an employee of the CITY.

6.2 Human Resources Manager. CGA will employ, at a Broward County location a Human Resources Manager to provide full human resources/payroll services for their employees under this Agreement. The Human Resources Manager shall, among other specified duties, act as liaison between the CITY and CGA, specifically with the CITY's Human Resources Department at no additional cost to the CITY.

6.2.1 The selection of the Human Resources Manager (Human Resources and Payroll Related Services) at the commencement of this Agreement shall be disclosed in writing by CGA to the CITY. CGA shall advise the CITY's Contract Manager in writing of any change of Contract Manager, provided that CGA agrees to make such successor selections in good faith and in the best interest of the CITY.

6.2.2 In the event the CITY becomes dissatisfied with the performance of the Human Resources Manager, the CITY may provide notification to CGA. Thereafter, representatives of CGA and the CITY shall meet to discuss possible remedies for the problems experienced by the CITY. The Human Resources Manager will be required by CGA to act in good faith in resolving any problems experienced by the CITY. The Human Resources Manager shall be employed by CGA and is responsible for ensuring that CGA upholds its obligations under this Agreement. The Human Resources Manager shall in no event be construed to be an employee of the CITY.

6.2.3 CGA will employ an adequate payroll staff to provide full payroll management services to their staff under this Agreement at no additional cost to the CITY.

6.3. Personnel Provided by CGA. CGA shall provide personnel to the CITY upon the written direction of the CITY's Contract Manager.

6.3.1 Personnel provided by CGA to the CITY include, but are not limited to, Grounds Crew, Painters, Carpenters, Plumbers, HVAC technicians, Electrical Technicians, Irrigation Technicians, Stormwater Technicians, Administrative/Clerical and other Professional Staff. Pursuant to Section 287.055, Florida Statutes, the Consultant's Competitive Negotiation Act ("CCNA"), in the event that Professional Staff is provided that are within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice, the professional staff shall not perform any professional services for a project where the basic construction cost of which is estimated by the CITY to exceed

\$325,000 or for a planning or study activity when the fee for professional services exceeds \$35,000, except in cases of valid public emergencies certified by the City Manager, or as otherwise amended by the CCNA. Therefore, the CCNA does not apply to this engagement.

6.3.2 The personnel provided by CGA shall be employed by CGA, and shall in no event be construed to be employees of the CITY.

6.3.3 CGA shall be responsible for all compensation, insurance, benefits, training, and any other costs of the personnel as set forth in this Agreement.

6.3.4 In the event the CITY becomes dissatisfied with the performance of any of the personnel provided by CGA, the CITY may provide notification to CGA's Human Resources Manager. Thereafter, representatives of CGA and the CITY shall meet to discuss possible remedies for the problems experienced by the CITY. CGA's Human Resources Manager will be required by CGA to act in good faith in resolving any problems experienced by the CITY.

ARTICLE VII ADDITIONAL SERVICES

7.1 CGA shall provide the CITY, upon the request of the CITY Manager, or the CITY's Contract Manager, such additional services as may from time to time be needed. In providing said additional services, CGA shall have control over any additional personnel in the manner set forth in Article IV.

7.2 The cost of such services shall be borne by the CITY and shall be payable in such amounts and in such a manner as may be determined by mutual agreement, upon each occurrence and per Exhibit "A," attached hereto.

ARTICLE VIII INDEMNIFICATION

8.1 CGA shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent arising out of, relating to or resulting from the careless or negligent acts or omissions, or willful misconduct, of CGA, its agents, servants or employees during the performance of this Agreement. CGA shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CGA expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CGA shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT

DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES AND REGARDLESS OF WHETHER THE REMAINING REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE; PROVIDED THAT IN NO EVENT SHALL A PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES THAT EXCEED FIVE MILLION DOLLARS (\$5,000,000.00)

ARTICLE IX
INSURANCE

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

9.1 Commercial General Liability:

- a. Each Occurrence Limit: \$1,000,000.00
- b. Fire Damage Limit (Damage to rented premises): \$100,000.00
- c. Personal & Advertising Injury Limit: \$1,000,000.00
- d. General Aggregate Limit: \$2,000,000.00

9.1.1 The CITY must be shown as an additional insured with respect to the above coverages.

9.2 Automobile Liability

9.2.1 This must cover all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement with a combined single limit of liability for bodily injury and property damage no less than:

- a. Any Auto (Combined Single Limit (Each Accident)): \$1,000,000.00
- b. Hired Autos (Combined Single Limit (Each Accident)): \$1,000,000.00
- c. Non-Owned Autos (Combined Single Limit (Each Accident)): \$1,000,000.00

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

9.3 CGA shall maintain, when applicable, Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000.00 per wrongful act, \$5,000,000.00 annual aggregate. This coverage shall be maintained for a period of no less than three (3) years after final payment of the Agreement. (Increase to ten (10) years for construction projects).

9.4 CGA shall be required to maintain Environmental/Pollution Liability with a limit of no less than \$1,000,000.00 per wrongful act and annual aggregate whenever work under this Agreement involves potential losses caused by pollution conditions. Coverage shall include: CGA's completed operations as well as sudden and gradual pollution conditions. If coverage is written on a claims-made basis, coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The CITY must be shown as an additional insured with respect to this coverage. Furthermore, the CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

9.5 CGA shall maintain, when applicable, Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000.00 per loss and annual aggregate. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the Agreement. The CITY must be shown as an additional insured with respect to this coverage. Furthermore, the CITY's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

9.6 CGA shall maintain, when applicable, Crime Coverage, which shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of not less than \$1,000,000.00 per loss. If CGA is physically located on the CITY's premises, a third-party fidelity coverage extension shall apply.

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

- a. Workers' Compensation: Coverage A – Statutory
- b. Employers Liability: Coverage B - \$500,000.00 (Each Accident)
 - \$500,000.00 - Disease (Policy Limit)
 - \$500,000.00 – Disease (Each Employee)

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

9.8 CGA shall not exclude Sexual Abuse from any policy for Agreements involving any interaction with minors or seniors.

9.9 CGA shall maintain the respective policies of liability, automobile, and excess automobile throughout the term of this Agreement, as the same may be extended in accordance with the provisions hereof.

9.10 CGA shall provide CITY with a copy of current respective policies of insurance required hereunder, and renewals thereof.

9.11 The costs of all policies of insurance required hereunder shall be the obligation of CGA and the CITY shall in no way be responsible therefore except to the extent the cost of the insurance is a permitted "Cost of the Work" on Exhibit "A" hereto.

9.12 CGA shall provide CITY with a Certificate of Insurance listing CITY as an insured for the respective insurance required hereunder.

9.13 Should any of the required insurance policies be modified before the expiration date of this Agreement, and unless otherwise agreed, CGA will provide at least thirty (30) days prior written notice to the CITY.

9.14 Required Endorsements

9.14.1 The CITY shall be named as an Additional Insured on each of the General Liability policies required herein;

9.14.2 Waiver of all Rights of Subrogation against the CITY;

9.14.3 Thirty (30) day Notice of Cancellation or Non-Renewal to the CITY;

9.14.4 CGA' policies shall be Primary and Non-Contributory;

9.14.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment by the CITY;

9.14.6 The CITY shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

9.15 CGA shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers, and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of CGA pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by CGA and provided proof of such coverage is provided to the CITY. CGA and any subcontractors shall maintain such policies during the term of this Agreement.

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

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

9.18 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation, material change or non-renewal of policies required under the Agreement. If the carrier will not agree to this notification, CGA or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification of cancellation or reduction in coverage.

9.19 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, CGA shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. CGA shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CGA shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

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

ARTICLE X INDEPENDENT CONTRACTOR

10.1 CGA, for the purposes of this Agreement, is and shall remain an independent contractor; not an employee, agent, or servant of the CITY.

ARTICLE XI TERM

11.1 This Agreement shall remain in full force and effect for an initial period commencing on the effective date of this agreement, and ending September 30, 2028, all dates inclusive, unless this Agreement be otherwise extended or terminated in accordance with the terms hereof.

ARTICLE XII

OPTION TO RENEW

12.1 This Agreement may be renewed for two additional five (5) year terms at the expiration of the initial term upon mutual consent of the parties, evidenced by a written amendment to this Agreement extending the term thereof. The parties agree to furnish notice of intent to renew this Agreement not less than one hundred eighty (180) days prior to the expiration of the initial term or renewal term(s) of this Agreement.

ARTICLE XIII TERMINATION

13.1 CGA may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to CITY; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after the receipt thereof by CITY, unless an earlier date is agreed upon by CITY. If the reason for termination by CGA is nonpayment by CITY, CGA's termination shall, at its election, become effective upon the date specified in its written notice which shall be at least seven (7) days after the conclusion of the informal negotiation and mediation provided for in Section 20.1 hereof.

13.2 CITY may terminate this Agreement at its discretion either with or without cause, by giving written notice thereof to CGA; provided, however, that such termination shall not be effective until the one hundred and eightieth (180th) day after the receipt thereof by CGA, unless an earlier date is agreed upon by CGA.

13.3 In the event of termination by either party, the other party shall render such aid, coordination and cooperation as might be required for an expeditious and efficient termination of service. Following the decision to terminate, there shall be no increase in the cost of services performed by CGA.

13.4 In the event of the termination or expiration of this Agreement, CGA and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CGA to CITY, or to any other person or entity CITY may designate, and to maintain during such period of transition the same high quality services otherwise afforded to the residents of the CITY pursuant to the terms hereof.

ARTICLE XIV EQUIPMENT APPRAISAL AND TRANSFER PROVISION

14.1 In the event of termination or upon the expiration of this Agreement, CITY shall have the option to purchase from CGA any piece of equipment or vehicle, directly attributable to or in use by CGA in the CITY at the time of such termination in connection with the services contemplated herein.

14.2 The purchase price for such equipment and vehicles shall be determined by mutual agreement of the parties as to the fair market value of such equipment and vehicles.

14.3 Upon the exercise by the CITY of its option to possess the subject equipment or vehicle, CGA shall convey within ten (10) days of payment or upon such other mutually agreed time, all of its rights, title, and interest, thereto, to the CITY by Bill of Sale Absolute of Certificate of Title, as applicable.

ARTICLE XV
AUTHORITY TO EXECUTE, NO CONFLICT CREATED

15.1 CGA, by execution hereof, does hereby represent to CITY that CGA has full power and authority to make and execute this Agreement, to the effect that:

15.1.1 Execution of this Agreement shall create a legal obligation upon CGA, which shall be legally binding upon CGA.

15.1.2 The same shall be enforceable by the CITY according and to the extent of the provisions hereof.

15.2 Nothing herein contained or any obligation on the part of CGA to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of CGA, pursuant to the laws of the State of Florida.

15.3 Nothing herein contained is intended in any way to be contrary to or in contravention of the Charter of the CITY and the Laws of the State of Florida, and to the extent such conflict exists, the CITY and CGA shall be mutually relieved of any obligations of such conflict.

15.4 In the event of any litigation or dispute arising from this Agreement, venue shall be in Broward County, Florida.

ARTICLE XVI
NOTICE

All notice required hereunder shall be by first class mail, except that any Notice of Termination shall be mailed via United States Mail, return receipt requested and any notice required hereunder shall be addressed to the party intended to receive same at the following addresses:

16.1 CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, FL 33025

COPY TO: Samuel S. Goren, City Attorney

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

CGA: Chris Giordano, President
Calvin, Giordano & Associates, Inc
1800 Eller Dr. Suite 600
Fort Lauderdale, FL 33316

ARTICLE XVII
ASSIGNABILITY

17.1 CGA shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the City Commission of the CITY, which consent must be evidenced by a duly passed City Commission approval. Consent shall not be unreasonably withheld by the CITY.

ARTICLE XVIII
ENTIRE AGREEMENT, AMENDMENT

18.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

ARTICLE XIX
BINDING EFFECT

19.1 This Agreement shall inure to the benefit of and be binding upon the respective parties' successors.

ARTICLE XX
DISPUTE RESOLUTION

All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, and which cannot be settled by negotiation between CGA and CITY shall be decided by the applicable court of law unless CGA and CITY agree to have the same decided by arbitration. Neither party shall initiate litigation to pursue a claim arising out of or related to this Agreement without first exhausting the two-stage dispute resolution mechanism set forth below. Exhaustion of such dispute resolution mechanism by agreement of the parties is a condition precedent to the filing of any litigation on such claim.

20.1 Informal Negotiation. Either party may initiate informal negotiation of its claim by giving the other party written notice of such demand. Within ten (10) days of receipt of a demand for informal negotiation, representatives of the parties with authority to settle will meet to determine if the claim can be resolved informally.

20.2 Mediation. If informal negotiation fails to resolve this claim, either party may give written demand for mediation within fifteen (15) days of completing informal negotiations. Within ten (10) days of receipt of such demand, the parties shall confer to select a single mediator to handle the mediation session. Such a mediation session shall take place, absent extraordinary circumstances, or a mutually agreed decision to continue the mediation session to a later date, within sixty (60) days of the appointment of the mediator. The parties shall share equally the cost of the mediation session. Should mediation fail, either party may thereafter file a suit to prosecute its claim.

20.3 In any litigation arising out of this Agreement, each party shall bear its own costs and fees, including fees incurred on appeal; provided that nothing herein is intended to waive CITY's sovereign immunity rights pursuant to Section 768.28, Florida Statutes.

ARTICLE XXI NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

21.1 During the performance of the Agreement, neither CGA nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CGA will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, 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. CGA 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. CGA further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE XXII PUBLIC RECORDS

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

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

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

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

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

22.2 The failure of CGA 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 XXII**.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

ARTICLE XXIII
LEGAL REPRESENTATION

23.1 It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

ARTICLE XXIV
HEADINGS

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

ARTICLE XXV
EXHIBITS

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

ARTICLE XXVI
SEVERABILITY

26.1 If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE XXVII
WAIVER

27.1 Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

ARTICLE XXVIII
COUNTERPARTS AND EXECUTION

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

ARTICLE XXIX
REMIBURSABLE/PASS THROUGH COSTS

29.1 The following costs will be reimbursed by the CITY as a pass through with multiplier noted in Exhibit "A." (such expenses must be pre-approved by the CITY):

Any service, material, insurance, process, equipment, materials, PPE, etc. not specifically listed in Exhibit "A."

ARTICLE XXX
SCRUTINIZED COMPANIES

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

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Syria.

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

ARTICLE XXXI E-VERIFY

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

30.1 **Definitions for this Section:**

30.1.1 “Contractor” a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant. For purposes of this Article, “Contractor” shall mean CGA.

30.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

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

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

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

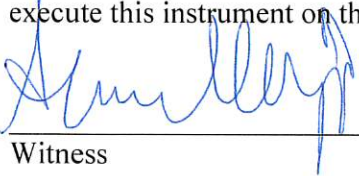
30.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

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

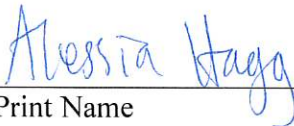
30.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SIGNATURE PAGE FOLLOWS


IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below:




Witness



Print Name



Witness


Print Name

CALVIN, GIORDANO & ASSOCIATES, INC

By: 

Print Name: Chris Giordano

Title: President

Date: 11/27/23

ATTEST:

CITY OF PEMBROKE PINES

Marlene Graham, City Clerk

By: _____
Frank C. Ortis, Mayor

Date: _____

By: _____
Charles F. Dodge, City Manager

Date: _____

Approved as to form and legal sufficiency,
subject to execution by the parties:

By: _____
Samuel S. Goren, City Attorney

EXHIBIT “A”

CGA Proposal to the City of Pembroke Pines

Clarifications to Cost of Services to be Provided

The term “Cost of the Work” shall mean costs necessarily incurred by CGA in the performance of Work.

A. The CITY and CGA agree that the following are paid for by CGA and included in the multiplier paid by the City.

1. Straight Time Labor including bonus - plus multiplier includes (1.4094):

- i. Wages or workers directly employed by CGA to perform the Work.
- ii. Payroll Taxes – SSEC EER , Medicare EER, FUTA, SUI.
- iii. Medical, Dental and Vision insurance as outlined in CGA’s benefit package which should not have an increase greater than 8% for any year for the employee costs and should be similar in coverage as currently in place at the time of Execution of this Agreement,
- iv. Basic life and disability insurance as outlined in CGA’s benefit package.
- v. 401k match at the same employer participation rate as currently in place at the time of the execution of this Agreement,
- vi. Communication expenses (Cell Phone) up to \$20/month/employee, for staff approved by the City.
- vii. Benefits at the current rate at the time of execution of agreement to include, but not limited to, holiday pay, sick pay, vacations, etc.
- viii. Uniforms for CGA staff assigned full time to the City.
- ix. Insurance premium expenses as per Article IX of this agreement.
- x. Legal, mediation, fines, and arbitration costs, including attorneys’ fees, other than those arising from disputes between the CITY and CGA, incurred by CGA in the performance of the Work under the terms and conditions of this Agreement.

2. Overtime Labor plus multiplier includes (1.2697), requires pre-approval by the City (overtime is when a CGA staff member works greater than 40 hours per week):

- i. Wages of CGA staff directly employed by CGA to perform the Work at Federally required 150% of straight time hourly rate.

3. The following cost are not included in the multiplier(s) stated above:

- i. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the CITY.
- ii. Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

EXHIBIT "A"

CGA Proposal to the City of Pembroke Pines

B. Labor Multiplier does not include the following items, and thus expenses associated with these items will be invoiced to the City at a cost plus 7.5% (if requested by the City), not including vehicles:

1. Payments made by CGA to Subcontractors/Vendors in accordance with the requirements of the subcontracts/purchase orders as directed by the City or their representatives.
2. Personal Protective Equipment (PPE)
3. Parts, tools, equipment, materials required to complete the tasks assigned by the City or their representatives
4. Increases in participation rate over historical in CGA's 401k program as outlined in CGA's benefit package by greater than .2%. Cost increases in required insurance at annual renewals of greater than 4%, City will be notified in writing of all annual renewals.
5. Any pre-approved expense not specifically mentioned in Section "A" above.
6. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the Work.
7. Costs of material and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the City.
8. Fees and assessments for the building permit and for other permits, licenses, and inspections for which CGA is required to pay.
9. Deposits lost for causes other than CGA negligence or failure to fulfill a specific responsibility to the CITY.
10. Other costs, including overnight stays and/or travel expenses, incurred in the performance of the Work if and to the extent approved in advance in writing by the CITY.
11. Training beyond CGA corporate requirements, i.e.: CDL, CAD, trade licenses/registrations, if pre-approved by the CITY.

C. Vehicles

1. CGA Leased Fleet Costs to be reimbursed by the City plus an agreed upon flat rate for administrative expenses, insurance, and an agreed upon monthly maintenance including repairs, wear parts, oil and lube, etc. The Flat Rate will be \$620.88 monthly, per vehicle. The Flat Rate will increase on October 1st of each agreement anniversary year by 3%.
2. Costs to be reimbursed:
 - i. Lease payments for the current 54 vehicle fleet will terminate as the leases come due per the lease schedule, as listed in Exhibit "C", attached hereto.
 - ii. The final month of lease payment shall include residual value payment, as listed on the attached schedule.

EXHIBIT “A”

CGA Proposal to the City of Pembroke Pines

3. Upon termination of lease and final payments, lease payment reimbursement shall cease.
 4. If City directs CGA to obtain a new vehicle in writing, the lease payments and associated build out costs would then resume for the approved vehicle(s) at a pre-approved cost by the City. If the new vehicle is a replacement vehicle, the proceeds from the sale/trade-in of the current vehicle will offset a portion of the purchase price of the new vehicle.
 5. License and tag fees and renewal management.
 6. GPS tracker software, hardware, and management.
 7. Inland Marine Insurance as outlined and limited to Article IX “Exhibit B CGA-Operated City Equipment”.
 8. Non-Fleet vehicle insurance (City owned equipment) as outlined and limited to Article IX and “Exhibit B CGA-Operated City Equipment”.
- D. The CITY and CGA agree that the cost of the following will not be included in the Cost of the Work.
1. Salaries and other compensation of CGA’s Corporate Officers, except as provided in Paragraph A above.
 2. Primary occupancy expenses of CGA’s principal office.
 3. CGA’ capital expenses, including interest on CGA’s capital employed for the Work.
- E. The CITY hereby agrees to furnish the following to CGA or its employees assigned to the Work:
1. Office space for CGA’s onsite management.
 2. Office furniture for CGA’s onsite management.
 3. Telephone (landline) for onsite management’s office, as part of CITY system.
 4. Specialized Vehicles, other than those listed in Paragraph A above if mutually agreeable by both parties for specialized assignments as directed by the City.
 5. Materials and equipment to perform the tasks assigned by the City or their representatives.
 6. Personal Protective Equipment (PPE) required by local, State, Federal and OSHA regulations.
 7. Maintenance of Traffic (MOT) materials, subcontractors, off duty police or any other expense related to MOT required to complete tasks assigned by the City or their representatives.
 8. Any insurance policy or limit modifications not specifically listed in Article IX.
 9. Fuel for any use, reason, equipment, vehicle, tool, or device including both on-road and off-road use.

EXHIBIT “B”

CITY-OWNED EQUIPMENT OPERATED BY CGA

Public Services Heavy Vehicles

VEHICLE/ASSET NUMBER	YEAR	MAKE	MODEL	Description	VIN Number	Tag
2418	2017	Ford	F-650	Freight Truck	1FDWF6DC0HDB02530	134756
4049	2013	International	Tymco Sweeper	Sweeper Truck	1HTJTSKNXDJ235024	139198
4492	2006	Chevrolet	C4500	Flatbed Truck	1GBC4C1G96F415939	237172
5569	2002	Sterling	M8500	Dump Truck	2FZAAMBV32AK05744	213204
5570	2003	Sterling	M7500	Dump Truck	2FZAAKBV53AK35348	220257
21702	2017	Ford	F-550	Flatbed Truck	1FDUF5HT0HEE34280	XG1660
21900	2020	Freightliner	M2106	Grapple Truck	1FVACYFC1LHLT5970	XH1549
21909	2019	Ford	F-450	Freight Truck	1FDUF4GT2KDA25951	XH9114
22104	2023	Freightliner	114SD	Vactor Truck (model 2100)	1FVHG3FE8PHUB9874	XJ8029
22306	2022	Ford	F-550	Flatbed Truck	1FDUF5GT7NDA22098	237172
22312	2024	Freightliner	M2106	Dump Truck	1FVACYFC3RHUW5306	TBD

Public Services Light and Heavy Duty Equipment

VEHICLE/ASSET NUMBER	YEAR	MAKE	MODEL	Description	VIN Number	Tag
2437	2002	HYSTE	S50XM	Fork Lift	D187V25126Z	N/A
2630	2006	JLG	2630ES	Scissor Lift	200143707	N/A
4284	2005	Komatsu	NWH15R-1A	Fork Lift	NWH35111047001	N/A
21701	2017	Skyjack	SJ82T	80 Foot Lift	97100449	N/A
22103	2021	Caterpillar	TL1255D	Telehandler	T8200292	N/A
22105	2021	Caterpillar	DP30N	Forklift	AT14G01404	N/A
26073	2015	Toro	Workman HDX-D	Utility Cart		N/A
26076	2015	Toro	Workman HDX-D 07385	Utility Cart	315001024	N/A
		Toyota	42-3fgc13	Fork Lift	403FGC15-10072	N/A
965		John Deere	657A	Mower	TC657AX020083	N/A
21805	2018	Vermeer	RTX450	Trencher	1VR4092UQJ1003837	N/A
4245		Bobcat	873	Skid-Steer	514144235	N/A
4601	2015	Volvo	L60H	Wheel Loader	VCEOL60HJOS621245	N/A
5585		Bobcat	S300	Skid-Steer	531112866	N/A
21706	2018	Caterpillar	304E2CR	Mini Excavator	CAT0304EJME403337	N/A
21707	2018	Cat	299D2	Track Loader	CAT0299DHF202982	N/A
21708	2018	Caterpillar	420F2IT	Backhoe	CAT0420FVHWD02229	N/A
		John Deere	G15	Lawn Mower	TC7G15X010285	N/A
		Lowe		Jon Boat	1ZJJB15179MO62196	N/A
	2008	Polaris	Ranger 500	Utility Cart	4XARH50A382695703	N/A
		Scag	STC52V-27CV	Mower	G3000264	N/A
	2018	Vermeer	SC60TX	Stump Grinder	1VRY120SXJ1004348	N/A

EXHIBIT “B”

CITY-OWNED EQUIPMENT OPERATED BY CGA

Public Services Trailers						
VEHICLE/ASSET NUMBER	YEAR	MAKE	MODEL	Description	VIN or Serial Number	Tag
6942	1999	SUNDOWNER	SUNLIGHT	Enclosed Trailer (Horse)	13SAT1621X1AA2698	138696
21903	2019	PACE	JV85X20TE2	Enclosed Trailer	53BPTB21LU037459	XH1532
2121	1985	HDME		Pressure Wash Trailer with equip.	NOVIN0201041580	J04495
2135	2002	SUPERLINE	BW3T122	Flatbed Trailer	5T162CEDBTW	XC6155
2444	2003	ROWLAND	20' TRAILER	Flatbed Trailer	SMWBE2027350017	XG7542
2516	2006	All Pro Trailers	DP 7x14	Dump Trailer	129DT14226J213427	239321
2517	2006	All Pro Trailers	CR 8x20	Dump Trailer	129DT10266J213426	239320
5583	2004	HUDSON	HTD18B	Flatbed Trailer	10HHTD1D941000250	223057
5588	2004	CROSLEY	CR	Flatbed Trailer	SMWBU821335002533	XA4714
21802	2017	BIG TEX	20' PINTEL HOOK	Flatbed Trailer	16VHX2026K6034928	XG7534
21902	2019	PACE	JV85	Enclosed Trailer	53BPTB23KW037056	XH1695
4005	2012	KAUFMAN	FDWTG-7K-20	Sissor Lift Trailer	5VGF2028CL000599	230625
2414	2006	BIG TEX	35SA	Flatbed Trailer	16VAX121862A17905	237927
	2009	CONTINENTAL	1660	Boat Trailer	12JJB15179M062196	
21800	2018	BIG TEX	16TL	Flatbed Trailer	1GVEX2023K2035142	XG6712
21801	2018	BIG TEX	16TL	Flatbed Trailer	1GVEX2021K2035141	XG6711
18510	2006	Triple L	449	Scissor Lift Trailer	5DYAA14147C002931	

PS Tow Behind Equipment & Generators						
VEHICLE/ASSET NUMBER	YEAR	MAKE	MODEL	Description	VIN/Serial Number	Tag
37	2014	Wacker	LTN6L	Light Tower	5XFLN0510EN003292	
40	2016	Wacker	LTN6L	Light Tower	5XFLN0517GN002711	
PS4020	2016	Genie	TZ50 (Boom)	Tow Behind Lift	TZ5016J-1655	XF1198
7888	1994	Stone		Portable Mixer	2141213	
3248	1986			Portable Mixer	9CM046571	
22310	2022	WANCO	WTSP	Arrow Board	5F11S1014N1009748	XK4172
22307	2022	WANCO	WTSP	Arrow Board	5F11S1016N1009587	XK4171
22308	2022	WANCO	WTSP	Arrow Board	5F11S1018N1009588	XK4170
22309	2022	WANCO	WTSP	Arrow Board	5F11S101XN1009589	XK4169
4284		WSTP		Arrow Board	5F11S1013A1003109	XC2603
5455		Vermeer	BC 1000	Chipper	1VRY1119361008079	241884
25	2006	Magnum/Triton		Generator		138696
18638	2006	Magnum/Triton		Generator		
21709-A	2015	Triton	TPR-RP500 Generator	Generator	TGDF7127N00834A	
21709-B	2015	Southwest Products	Triple Axle Gen. Trailer	Generator Trailer	51FDG2537FG003306	XGO624
41706	2016	Cheetah Corp.		Generator	5EF2GC306HB786393	XF5962
2121		Caterpillar		Generator	NOBINO201041580	J04495

EXHIBIT "C"

CGA PROVIDED VEHICLES, INCLUDING SCHEDULE OF LEASED VEHICLES

Vehicle	Customer Vehicle ID	ARI ID #	Year	Make	Model	Lease Date	Maturity Date	Minimum Lease Payment	Residual Value
22X887	6802	11724	2019	RAM	2500	08/01/19	07/31/24	\$ 625.99	\$ 3,253.58
22X889	6804	11722	2019	RAM	2500	08/01/19	07/31/24	\$ 675.16	\$ 3,397.83
22X896	6806	11720	2019	RAM	2500	08/01/19	07/31/24	\$ 675.16	\$ 3,397.83
22X6F4	6815	11721	2019	RAM	2500	08/01/19	07/31/24	\$ 675.16	\$ 3,397.83
22X89G	6827	11725	2019	RAM	2500	08/01/19	07/31/24	\$ 717.21	\$ 3,488.37
22X88C	6841	11723	2019	RAM	2500	08/01/19	07/31/24	\$ 642.98	\$ 3,113.26
22X6F8	6808	11772	2018	RAM	3500 Chassis	04/01/19	03/31/24	\$ 769.94	\$ 89.60
22X883	6810	11770	2018	RAM	3500 Chassis	05/01/19	04/30/24	\$ 754.67	\$ 455.18
22X88T	6811	11729	2018	RAM	3500 Chassis	04/01/19	03/31/24	\$ 769.94	\$ 89.60
22VBXL	6814	11730	2018	RAM	3500 Chassis	05/01/19	04/30/24	\$ 754.67	\$ 455.18
22VBXP	6842	11771	2018	RAM	3500 Chassis	05/01/19	04/30/24	\$ 757.09	\$ 437.63
22X895	6812	11661	2017	Ford	Escape			\$ 311.88	\$ -
22X897	6871	11726	2018	Nissan	NV200	01/01/19	12/31/23	\$ 372.25	\$ 1,705.30
22X89P	6872	11728	2018	Nissan	Rogue	01/01/19	12/31/23	\$ 417.20	\$ 1,927.27
22X89M	6873	11727	2018	Nissan	Rogue	01/01/19	12/31/23	\$ 416.77	\$ 1,927.12
22X899	6801	11749	2019	Nissan	Titan	02/01/19	01/31/24	\$ 504.18	\$ 2,472.85
22X6FB	6831	11767	2019	Nissan	Titan	02/01/19	01/31/24	\$ 504.58	\$ 2,472.85
22X88L	6817	11733	2019	Ford	Transit-150	04/01/19	03/31/24	\$ 656.61	\$ 3,007.79
22X87L	6819	11768	2019	Ford	Transit-150	05/01/19	04/30/24	\$ 653.91	\$ 3,112.58
22X87P	6837	11762	2019	Ford	Transit-150	05/01/19	04/30/24	\$ 632.59	\$ 3,006.92
22X87T	6846	11769	2019	Ford	Transit-150	03/01/19	02/28/24	\$ 664.32	\$ 3,410.29
22X87W	6861	11745	2019	Ford	Transit-150	05/01/19	04/30/24	\$ 632.32	\$ 3,281.65
233ZQB	6863	11737	2019	Ford	Transit-150	03/01/19	02/28/24	\$ 636.36	\$ 3,254.97
22X882	6869	11764	2019	Ford	Transit-150	05/01/19	04/30/24	\$ 632.59	\$ 2,967.51
22X89C	6803	11748	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 718.69	\$ 3,720.89
22X89R	6805	11741	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 664.26	\$ 3,045.28
22X88F	6809	11746	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 700.92	\$ 3,367.92
22X88P	6816	11744	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 726.72	\$ 3,321.98
22X88K	6818	11739	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 737.19	\$ 3,572.56
22X89J	6823	11736	2019	Ford	Transit-250	03/01/19	02/28/24	\$ 705.11	\$ 3,620.87
23433F	6824	11765	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 739.24	\$ 3,536.55
234342	6825	11738	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 756.46	\$ 3,645.37
23433M	6826	11757	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 713.63	\$ 3,431.58
233ZRD	6828	11752	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 747.51	\$ 3,592.81
2342B5	6833	11732	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 713.65	\$ 3,698.71
22VBXV	6834	11755	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 726.72	\$ 3,321.79
22VBXS	6835	11754	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 718.97	\$ 3,390.93
22VBXK	6836	11734	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 742.71	\$ 3,397.38
	6838	11742	2019	Ford	Transit-250	06/01/19	05/31/24	\$ 734.88	\$ 3,350.36
22Z9XF	6843	11750	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 742.42	\$ 3,395.24
22Z7WN	6844	11766	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 747.51	\$ 3,592.68
22Z9XD	6845	11731	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 664.61	\$ 3,295.92
22Z9XL	6847	11743	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 736.47	\$ 3,545.47
22Z9XK	6848	11761	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 711.97	\$ 3,276.22
22X87K	6852	11760	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 712.23	\$ 3,277.83
22WK6J	6853	11735	2019	Ford	Transit-250	03/01/19	02/28/24	\$ 714.14	\$ 3,669.27
22WK5X	6854	11759	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 712.41	\$ 3,428.19
22WK7X	6855	11763	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 715.44	\$ 3,558.61
22WK59	6856	11758	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 740.26	\$ 3,686.68
22WK5T	6859	11753	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 725.47	\$ 3,422.77
22WK5M	6860	11747	2019	Ford	Transit-250	04/01/19	03/31/24	\$ 716.25	\$ 3,577.93
22X88S	6868	11756	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 713.89	\$ 3,366.53
22X87R	6874	11740	2019	Ford	Transit-250	06/01/19	05/31/24	\$ 712.04	\$ 3,378.30
22X892	6875	11751	2019	Ford	Transit-250	05/01/19	04/30/24	\$ 734.26	\$ 3,827.12