



**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
POLYDYNE INC.**

THIS AMENDMENT ("Third Amendment"), dated _____, is entered into by and between:

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

and

POLYDYNE, INC., a Delaware For Profit Corporation as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1 Chemical Plant Rd., Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **May 19, 2021**, the Parties entered into an Agreement for ("Original Agreement") for the provision of FBS C1685 and FBS C1282 Polymer for the CITY's Wastewater Treatment Plant, for an initial **one (1) year period**, which naturally expired on **May 18, 2022**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **May 18, 2022**, the Parties executed the First Amendment to the Original Agreement to increase the annual compensation amount to \$148, 120.00 and to extend the term thereof for a **one (1) year** period which naturally expired on **May 18, 2023**; and,

WHEREAS, on **March 20, 2023**, the Parties executed the Second Amendment to the Original Agreement, as amended, to increase the annual compensation amount to \$152,720.00 and to extend the term thereof for a **one (1) year** period which shall naturally expire on **May 18, 2024**; and,

WHEREAS, the Parties desire to reduce the total annual compensation amount to one hundred thirty-three thousand, six hundred thirty dollars and 00/100 cents (\$133,630.00) and to extend the term of the Original Agreement, as amended, for a **one (1) year period** which shall commence on **May 19, 2024** and shall naturally expire on **May 18, 2025** and to supplement the terms contained therein as set forth in this Third Amendment.

W I T N E S S E T H



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

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

SECTION 2. The Original Agreement, as amended, is hereby renewed for a **one (1) year** period which shall commence on **May 19, 2024** and shall naturally expire on **May 18, 2025**.

SECTION 3. Section 4.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

4.1 CONTRACTOR shall be entitled to invoice CITY for the Commodities herein required based on CITY's purchase order(s) and in accordance with the unit pricing listed more particularly described in Exhibit "A-3" and set forth herein below. Any invoices shall include information such as but not be limited to, date of service, description of the Commodities, and any other information reasonably required by CITY. Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of the Commodities herein required shall be **ONE DOLLAR AND 66/100 CENTS (\$1.66) per pound**. The total annual compensation amount paid to CONTRACTOR for the Commodities herein required pursuant to the terms set forth herein shall not exceed **ONE HUNDRED THIRTY-THREE THOUSAND, SIX HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$133,630.00)**.

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

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

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

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.



SECTION 5. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 **Definitions for this Section.**

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

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

5.1.3 “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.

5.1.4 “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.

5.2 **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:

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

5.2.2 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

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



considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

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

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

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

SECTION 10. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment 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.

SIGNATURE PAGE FOLLOWS



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:



Print Name: Jacob Henriquez
OFFICE OF THE CITY ATTORNEY

BY: _____

MAYOR FRANK C. ORTIS

ATTEST:

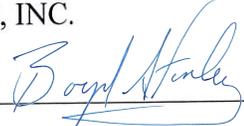
MARLENE D. GRAHAM, CITY CLERK

BY: _____

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

POLYDYNE, INC.

Signed By: 

Printed Name: Boyd Stanley

Title: Sr. Vice-President



City of Pembroke Pines

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
POLYDYNE, INC.**

THIS AMENDMENT ("Second Amendment"), dated March 20, 2023, is entered into by and between:

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

and

POLYDYNE, INC., a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1 Chemical Plant Road, Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **May 19, 2021**, the Parties entered into an Agreement ("Original Agreement") for the provision of FBS C1685 and FBS C1282 Polymer for the CITY's Wastewater Treatment Plant, for an initial **one (1) year** period, which expired on **May 18, 2022**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for additional **one (1) year** renewal terms pursuant to written amendments to the Original Agreement, extending the term thereof; and,

WHEREAS, on **May 18, 2022**, the Parties executed the First Amendment to the Original Agreement, to increase the annual compensation amount to one hundred forty-eight thousand, one hundred twenty dollars and 00/100 cent (\$148,120.00) and to renew the term for **one (1) year** period, which expires on **May 18, 2023**; and,

WHEREAS, the Parties desire to increase the total annual compensation amount to one hundred fifty-two thousand, seven hundred twenty dollars and 00/100 cents (\$152,720.00) and to renew the term of the Original Agreement, as amended, for an additional **one (1) year** period, which shall commence on **May 19, 2023** and naturally expire on **May 18, 2024**, as set forth in this Second Amendment.

W I T N E S S E T H

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



City of Pembroke Pines

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

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

SECTION 3. The Original Agreement, as amended, is hereby renewed for **one (1) year** period, which shall commence on **May 19, 2023** and naturally expire on **May 18, 2024**.

SECTION 4. Section 4.1 of the Original Agreement is hereby revised and amended as set forth below:

4.1 CONTRACTOR shall be entitled to invoice CITY for the Commodities herein required based on CITY's purchase order(s) and in accordance with the unit pricing listed more particularly described in Exhibit "A-~~42~~" and set forth herein below. Any invoices shall include information such as but not be limited to, date of service, description of the Commodities, and any other information reasonably required by CITY. Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of the Commodities herein required shall be ~~ONE DOLLAR AND 61/100 CENTS (\$1.61)~~ ONE DOLLAR AND 66/100 CENTS (\$1.66) per pound and ~~THREE THOUSAND SEVEN HUNDRED AND THREE DOLLARS AND 00/100 CENTS (\$3,703.00)~~ THREE THOUSAND, EIGHT HUNDRED EIGHTEEN DOLLARS AND 00/100 CENTS (\$3,818.00) per tote delivered. The total annual compensation amount paid to CONTRACTOR for the Commodities herein required pursuant to the terms set forth herein shall not exceed ~~ONE HUNDRED FORTY EIGHT THOUSAND, ONE HUNDRED TWENTY DOLLARS 00/100 (\$148,120.00)~~ ONE HUNDRED FIFTY-TWO THOUSAND, SEVEN HUNDRED TWENTY DOLLARS AND 00/100 CENTS (\$152,720.00).

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

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

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



City of Pembroke Pines

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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 Definitions for this Section.

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

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

6.1.3 "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.

6.1.4 "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.

6.2 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:

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

6.2.2 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

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



City of Pembroke Pines

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

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the Original Agreement, as amended, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Second Amendment. The exhibits, if not physically attached, should be treated as part of this Second Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this Second Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Second Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Second Amendment.

SECTION 11. This Second Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Second Amendment 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

Mardene D. Graham March 20, 2023

E859EEE04EEF4F3

MARLENE D. GRAHAM, CITY CLERK

BY: [Signature]

MAYOR FRANK C. ORTIS

DocuSigned by:

BY: Charles F. Dodge March 20, 2023

47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

[Signature]

Print Name: Jacob Heavner
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

POLYDYNE, INC.

Signed By: [Signature]

Printed Name: Boyd Stanley

Title: Sr. Vice-President

Exhibit "A-2"



polydyne.snf.com

Emailed to: cahernandez@ppines.com

February 24, 2023

Cathy Hernandez
Utility Business Manager
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025

SUBJECT: Contract Renewal – Purchase Agreement FBS C1685 Polymer

Dear Ms. Hernandez,

Polydyne Inc. would like to thank the City of Pembroke Pines for the opportunity to renew the above-referenced Contract. While we are pleased to extend, we must request a reasonable price adjustment at this time. This request for a price adjustment comes in response to the continued cost increases we have absorbed over the last year. Please find attached for your review, the most recent CPI (Series ID: CUUR0000SA0), which reflects an increase of 6.4%.

In accordance with the terms of the Agreement, effective for the period June 1, 2023 through May 31, 2024, we propose to supply FBS C1685 at an adjusted unit price of \$1.66/Lb.

Please be assured we are closely monitoring all aspects of our business and are working to remain the low-cost polymer supplier in the municipal water treatment market. If this proposal is acceptable, please send notification by email to bids@polydyneinc.com. If you have any questions, please feel free to contact Chris McCrae, Independent Sales Agent, at (813) 765-0471.

Sincerely,

A handwritten signature in blue ink that reads "Boyd Stanley".

Boyd Stanley
Sr. Vice-President

Attachments



U.S. BUREAU OF LABOR STATISTICS

Databases, Tables & Calculators by Subject

Change Output Options: From: 2020 To: 2023 **GO**

include graphs include annual averages

[More Formatting Options](#)

Data extracted on: February 20, 2023 (9:59:24 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0
 Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963
2023	299.170													

+6.4%

12-Month Percent Change

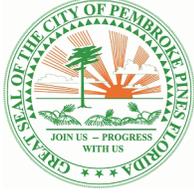
Series Id: CUUR0000SA0
 Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.3	7.7
2023	6.4													

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200_ Telecommunications Relay Service:7-1-1_ www.bls.gov [Contact Us](#)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 7(A)

File ID: 23-0047

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - March 15th, 2023

Final Action: 03/15/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and Mailing Services - Renewal

(B) Polydyne Inc. - Purchase of FBS C1685 and FBS C1282 Polymer - Renewal

***Agenda Date:** 03/15/2023

Agenda Number: 7(A)

Internal Notes:

Attachments: 1. Contract Database Report - March 15, 2023, 2. A. Info Send Inc - Utility Billing Agreement (AB), 3. B. Polydyne, Inc. - Purchase of Polymer (AB)

1 City Commission 03/15/2023 approve Pass

Action Text: A motion was made to approve Section (B) of Item #7 on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0

1 City Commission 03/15/2023 defer Pass

Action Text: A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to defer Section (A) of Item 7 - "(A) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and Mailing Services - Renewal" - until more information is provided to justify the price increase. The motion carried by the following vote:

Notes: Commissioner Siple pulled Section (A) of Item #7 from the Consent Agenda for discussion.

(A) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and Mailing Services - Renewal

Why the cost increase relating to InfoSend, Inc.

Agenda Request Form Continued (23-0047)

Mike Bailey, Utilities Director, addressed the commission to respond to the questions of the commission.

Jonathan Bonilla assistant Director for Public Services, responded to the procurement perspective.

Commissioner Siple asked: Was there an increase in volume? Departments annual usage. Additional mailing for pass due postage. Anticipating increase in postage rate.

Commissioner Siple wanted more backup to explain the increases.

Vice Mayor Schwartz asked Mr. Bonilla how many accounts we have? over 40K

Mr. Bonilla said he will gather the information and provide it to the Commission.

How many accounts go into arrears that need additional past due mailing - Schwartz.

Is there any legal requirement that we send first class mail? VM asked CA. Why is it a \$90,000 increase? VM would like to direct more people to go online. more notification via email. doesnt agree that forecast is as high as 90k.

Commissioner Siple wants justification for such a large increase in one year. basis for anticipation and projections.

Michael Bailey said he will provide more information

Commissioner Castillo made a motion to defer.

Commission Siple not comfortable because of a possible timeframe. Mr. Bailey should have information by April 4

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

Nay: - 0

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and Mailing Services - Renewal

(B) Polydyne Inc. - Purchase of FBS C1685 and FBS C1282 Polymer - Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) InfoSend, Inc. - Professional Utility Bill and Late Notice Printing and Mailing Services - Renewal

1. On June 2, 2021, the City entered into an Agreement with InfoSend, Inc. for an initial period, which expired on February 28, 2022.
2. InfoSend, Inc. provides the City's Utilities Department with Professional Utility Bill and Late Notice Printing and Mailing Services.
3. Section 5.1 of the Original Agreement authorizes the renewal of the Original Agreement subject to the renewal of the Town of Jupiter RFP and Contract, for two (2), additional one (1) year renewal terms pursuant to written amendments signed by the Parties.
4. On February 16, 2022, the Parties executed the First Amendment to the Original Agreement to increase the annual compensation from \$230,250.00 to \$327,848.39 and to renew the term for an additional one (1) year period which expired on February 28, 2023.
5. On March 1, 2023, pursuant to the City's Code of Ordinances §35.29(c), the Parties executed the Second Amendment to the Original Agreement, as amended, to extend the term for thirty (30) days, which expires on March 31, 2023, to allow the Town of Jupiter and Infosend, Inc. to finalize the renewal of their agreement.
6. The Town of Jupiter has renewed their agreement for an additional one (1) year period and in addition they agreed to a 6.8% price increase.
7. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Third Amendment to increase the annual compensation by 6.8% to coincide with the Town of Jupiter Contract and to renew the term for an additional period which shall commence on April 1, 2023 and naturally expire on February 28, 2024, as allowed by the Agreement.

Agenda Request Form Continued (23-0047)

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$368,000.00 (\$214,667.00 for remainder of Current FY2022-23)
- b) **Amount budgeted for this item in Account No:**
 \$284,000.00 in 471-536-6010-542000-0000-000-0000- Postage Cost (available amount for Current FY \$157,103.45)
 \$84,000.00 in 471-536-6010-534990-0000-000-0000 Vendor Cost (available amount for Current FY \$96,219.81)
- c) **Source of funding for difference, if not fully budgeted:** Budget Transfer will be requested as needed
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$214,667.00	\$153,333.00
Net Cost	\$214,667.00	\$153,333.00

- e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Yes
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** For the upcoming fiscal year, in-house expenses would be expected to be \$581,667.08; out-sourcing expenses are projected to be \$368,000.00. The variance or savings is estimated to be \$213,667.08 or 36%.

(B) Polydyne Inc. - Purchase of FBS C1685 and FBS C1282 Polymer - Renewal

- On May 19, 2021, the City entered into an Agreement with Polydyne Inc. for an initial one (1) year period, which expired on May 18, 2022.
- Polydyne Inc. provides the City's Utilities Department with FBS C1685 and FBS C1282 Polymer on an as needed basis.
- Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

Agenda Request Form Continued (23-0047)

4. On May 18, 2022, the Parties executed the First Amendment to the Original Agreement, to increase the rate per pound from \$1.45 to \$1.61, the rate per tote delivered from \$3,381.00 to \$3,703.00 and the total annual compensation amount from \$135,240.00 to \$148,120.00 and to renew the term for an additional one (1) year period, which expires on May 18, 2023.

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment to increase the rate per pound to \$1.66, the rate per tote delivered to \$3,818.00 and the total annual compensation to \$152,720.00 and to renew the term for an additional one (1) year period, which shall commence on May 19, 2023 and naturally expire on May 18, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$152,720.00 (92,000 est. lbs. x \$1.66/lb) or (\$3,818/tote x 40 totes)
- b) **Amount budgeted for this item in Account No:** \$152,720.00 in 471-535-6022-552430-0000-000-0000- (Operating chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1 year projection of the operational cost of the project**

	Current FY
Revenues	\$.00
Expenditures	\$152,720.00
Net Cost	\$152,720.00

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
POLYDYNE INC.**

THIS AMENDMENT ("First Amendment"), dated this 18th day of May, **2022**, is entered into by and between:

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

and

POLYDYNE INC., as listed with the Florida Division of Corporations, and with a business address of **1 Chemical Plant Rd., Riceboro, GA 31323**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **May 19, 2021** the Parties entered into the Agreement ("Original Agreement") to purchase FBS C1685 and FBS C1282 Polymer on as needed basis for an initial **one (1) year period**, which naturally expires on **May 18, 2022**; and,

WHEREAS, the Original Agreement authorized the renewal of the Original Agreement at the expiration of the initial term for additional **one (1) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, and desire to revise and supplement the terms contained in the Original Agreement and extend the term for a **one (1) year period** which shall commence on **May 19, 2022** and naturally expire on **May 18, 2023** as set forth in this First Amendment.

W I T N E S S E T H

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

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

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



City of Pembroke Pines

Agreement.

SECTION 3. The Original Agreement is hereby renewed for a **one (1) year** renewal period which shall commence on **May 19, 2022** and naturally expire on **May 18, 2023**.

SECTION 4. Section 4.1 of the Original Agreement is hereby revised and amended as set forth below:

4.1 CONTRACTOR shall be entitled to invoice CITY for the Commodities herein required based on CITY's purchase order(s) and in accordance with the unit pricing listed more particularly described in Exhibit "A-1" and set forth herein below. Any invoices shall include information such as but not be limited to, date of service, description of the Commodities, and any other information reasonably required by CITY. Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of the Commodities herein required shall be **ONE DOLLAR AND 61/100 CENTS (\$1.61)** ~~ONE DOLLAR FORTY SEVEN CENTS (\$1.47)~~ per pound and **THREE THOUSAND SEVEN HUNDRED AND THREE DOLLARS AND 00/100 CENTS (\$3,703.00)** ~~THREE THOUSAND THREE HUNDRED EIGHTY ONE DOLLARS 00/100 (\$3,381.00)~~ per tote delivered. The total annual compensation amount paid to CONTRACTOR for the Commodities herein required pursuant to the terms set forth herein shall not exceed **ONE HUNDRED FORTY-EIGHT THOUSAND, ONE HUNDRED TWENTY DOLLARS 00/100 (\$148,120.00)** ~~ONE HUNDRED THIRTY FIVE THOUSAND, TWO HUNDRED FORTY DOLLARS 00/100 (\$135,240.00)~~.

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

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

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

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

5.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONSULTANT 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.

6.1 **Definitions for this Section.**

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

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

6.1.3 "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.

6.1.4 "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.

6.2 **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:

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

6.2.2 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

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



City of Pembroke Pines

a period of one (1) year after the date of termination.

SECTION 7. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 8. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 9. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 10. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

SECTION 11. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment 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.

SIGNATURE PAGE FOLLOWS



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham May 25, 2022
E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: *Frank C. Ortis*
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:
DocuSigned by:
Danielle Schwabe May 23, 2022
013E807C191D4FE
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
Charles F. Dodge May 23, 2022
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

POLYDYNE INC.

Signed By: *Boyd Stanley*
Name: Boyd Stanley
Title: Sr. Vice-President

April 29, 2022

Mr. Miguel Morales
City of Pembroke Pines
13955 Pembroke Pines
Pembroke Pines, FL 33027

RE: Purchase of FBS C1282 Polymer

Dear Mr. Morales,

Please accept this letter as confirmation that Polydyne Inc. offers the City of Pembroke Pines the option to purchase FBS C1282 polymer in totes at the same unit price offered for FBS C1685, \$1.61/Lb., for the period June 1, 2022 through May 31, 2023.

Thank you for your business. Please feel free to contact Chris McRae, Independent Sales Agent, at (813) 765-0471, if you have any questions.

Best regards,



Rebecca Beasley
Sales Administration Manager

Attachments

January 4, 2022

Tyler Harrel
City of Pembroke Pines
Public Services Department
Utilities Division
8300 South Palm Drive
Pembroke Pines, FL 33025

RE: Purchase Agreement - FBS C1685 Polymer

Dear Mr. Harrel,

Polydyne Inc. would like to thank you for the option to renew the above-referenced Agreement. While we are pleased to extend, we must request a reasonable price adjustment for the extension period in response to continued increases for both raw materials and transportation services.

Regarding raw materials, an all-time record demand for finished polymers coupled with a tight global supply of raw materials has driven the cost of these raw materials rapidly higher. Two key cost drivers of polymers, propylene and acrylonitrile, have seen substantial increases. Propylene has increased more than 74% over the last year and acrylonitrile has increased more than 67% over this same period. Please see attached corresponding price graph. Also attached for your reference, please find the BLS Producer Price Index (PPI) for Plastic materials and resin mfg showing an increase of 36.8%.

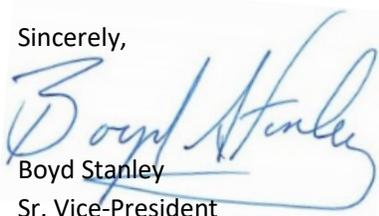
Regarding transportation costs, the current demand for trucking services exceeds available supply. As a result, we are experiencing substantial base-rate increases. These rising trucking rates impact both the cost for raw materials delivered to our manufacturing facilities and the cost to ship finished polymers to our valued customers. Please find attached graph for Long-Distance Trucking, which reflects an increase of 20% over the last year. While this does not fully encompass the totality of increases we have experienced, it is illustrative of the market conditions for trucking services.

Therefore, effective June 1, 2022 through May 31, 2023, we propose to supply FBS C1685 at an adjusted unit price of \$1.61/Lb.

You have our commitment that reliably supplying the City with the polymer you require will always be our highest priority. Please be assured that we are closely monitoring all aspects of our business and are working to remain the low-cost supplier. We greatly appreciate your understanding of our position and the market factors that have necessitated this request. Please respond via email to bids@polydyneinc.com if this offer is acceptable.

We greatly appreciate your business and look forward to continuing our valued partnership. Should you have any questions, please feel free to contact Chris McRae, Independent Sales Agent, at (813) 765-0471.

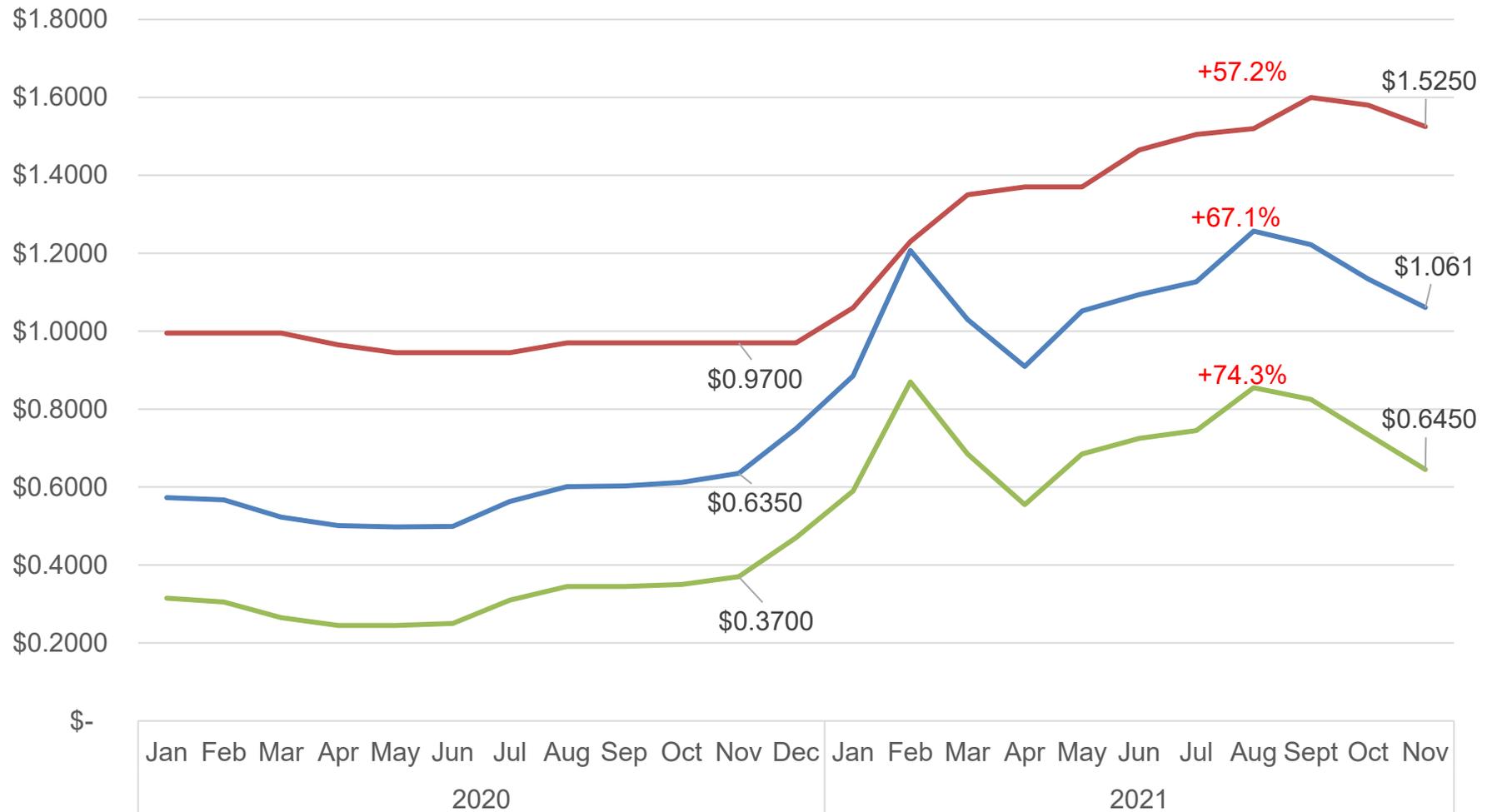
Sincerely,



Boyd Stanley
Sr. Vice-President

Attachments

2020-2021 Raw Material Graph



Source:

Acrylic Acid – ICIS USA Domestic Contract

Acrylonitrile – HIS Chemical

Propylene – CG Propylene Contract as published by HIS Chemical

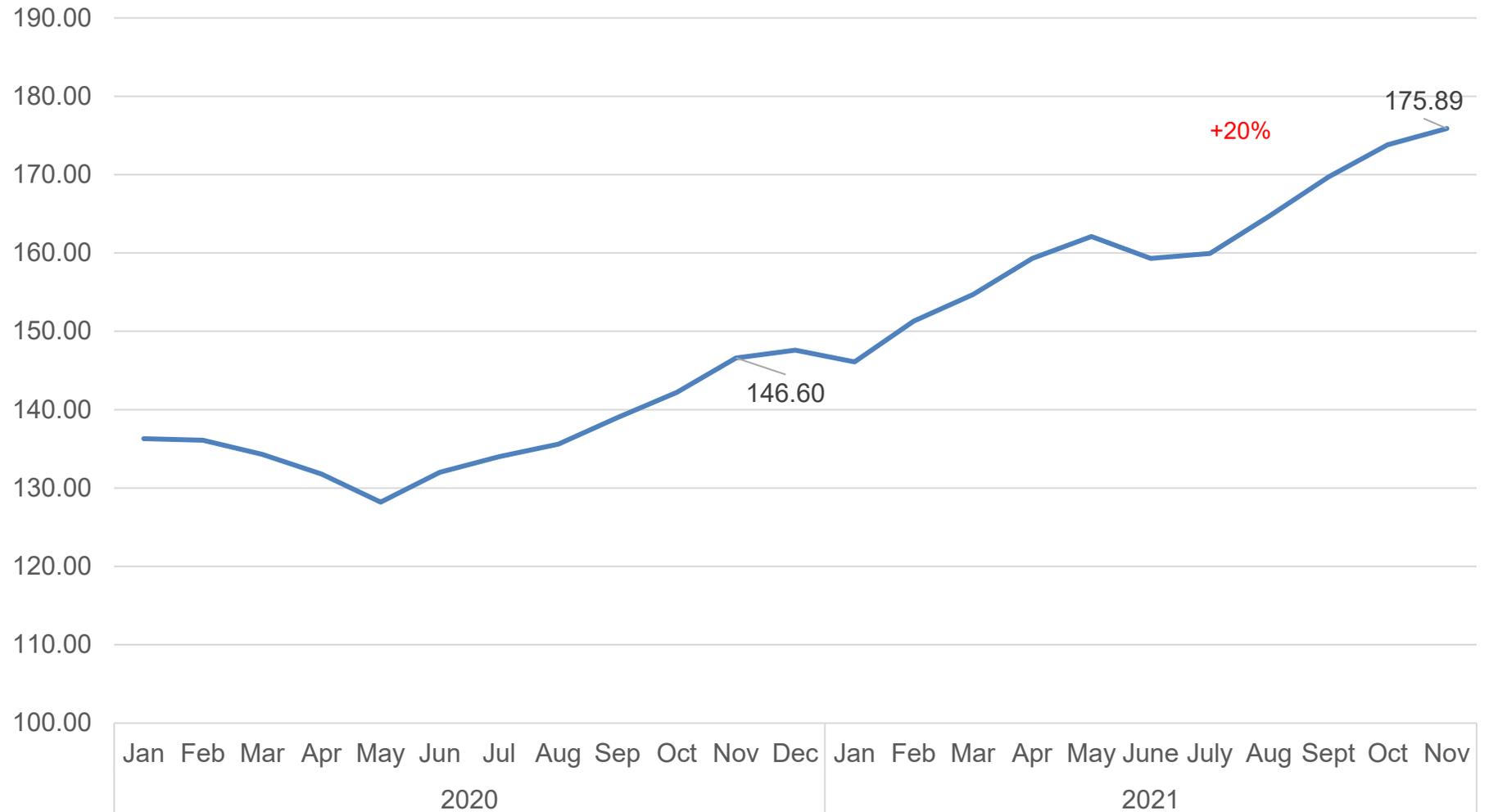
— Acrylonitrile

— Acrylic Acid

— Propylene

POLYDYNE

PPI: General Freight Trucking, Long-Distance Truckload



<https://fred.stlouisfed.org/series/PCU484121484121#0>

**U.S. BUREAU OF LABOR STATISTICS**[Bureau of Labor Statistics](#) > [Data Tools](#) > [Top Picks](#)

Databases, Tables & Calculators by Subject

Change Output Options:From: To:  include graphs include annual averages[More Formatting Options](#) 

Data extracted on: December 17, 2021 (8:09:26 AM)

PPI Industry Data**Series Id:** PCU325211325211**Series Title:** PPI industry data for Plastics material and resins mfg, not seasonally adjusted**Industry:** Plastics material and resins mfg**Product:** Plastics material and resins mfg**Base Date:** 198012**Download:**  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2011	253.0	259.7	264.7	271.0	282.6	281.9	280.5	276.6	279.2	273.7	276.0	271.1
2012	275.9	279.6	283.4	283.9	283.1	280.3	277.0	277.5	274.0	276.9	276.9	276.3
2013	283.1	287.7	290.9	289.4	287.1	288.1	287.1	288.2	288.8	289.2	291.3	291.5
2014	294.7	297.8	300.0	301.1	300.5	298.2	300.2	302.8	305.0	307.1	303.2	295.7
2015	285.4	280.8	274.0	273.2	274.1	275.6	273.8	270.7	264.5	261.4	260.2	261.2
2016	256.7	255.4	254.3	254.0	257.2	260.1	259.9	259.5	260.7	263.3	262.2	258.1
2017	260.1	265.1	269.2	273.8	274.1	272.9	270.3	269.9	272.6	277.2	278.8	280.3
2018	275.1	278.0	282.7	280.7	285.1	288.0	289.0	292.6	290.4	291.4	286.8	282.2
2019	276.5	275.8	273.9	273.9	275.7	273.2	272.7	273.1	273.3	273.8	271.2	266.1
2020	265.7	269.6	268.6	255.8	249.0	251.1	254.5	261.2	262.3	272.2	273.6	279.1
2021	287.5	300.4	326.7	342.8	350.3	362.9	371.402	376.960(P)	377.061(P)	379.511(P)	374.408(P)	

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

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Washington, DC 20212-0001Telephone:1-202-691-5200_ Federal Relay Service:1-800-877-8339_ www.bls.gov [Contact Us](#)

January 4, 2022

Tyler Harrel
City of Pembroke Pines
Public Services Department
Utilities Division
8300 South Palm Drive
Pembroke Pines, FL 33025

RE: Purchase Agreement - FBS C1685 Polymer

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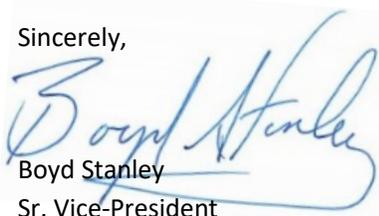
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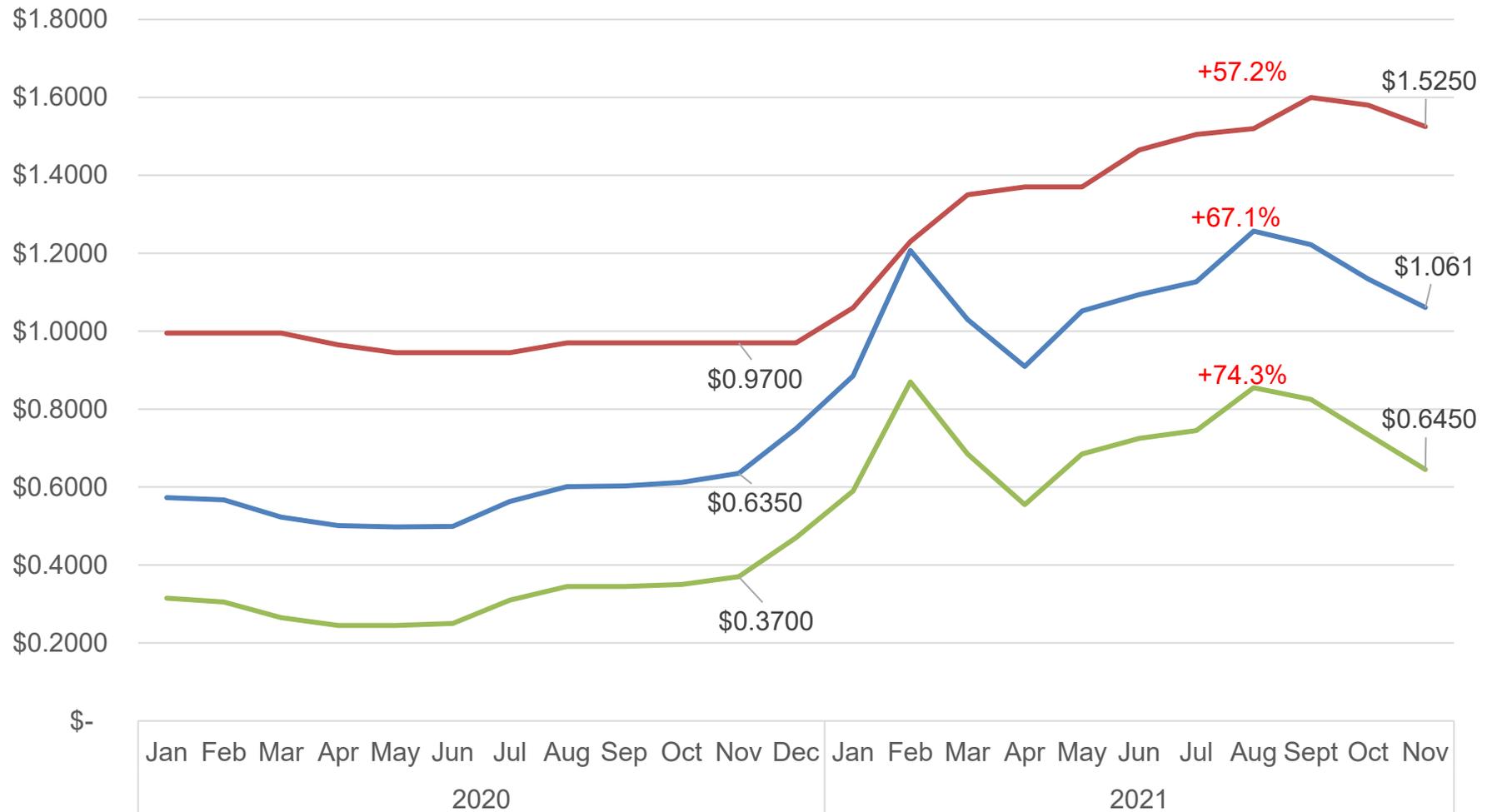
Sincerely,



Boyd Stanley
Sr. Vice-President

Attachments

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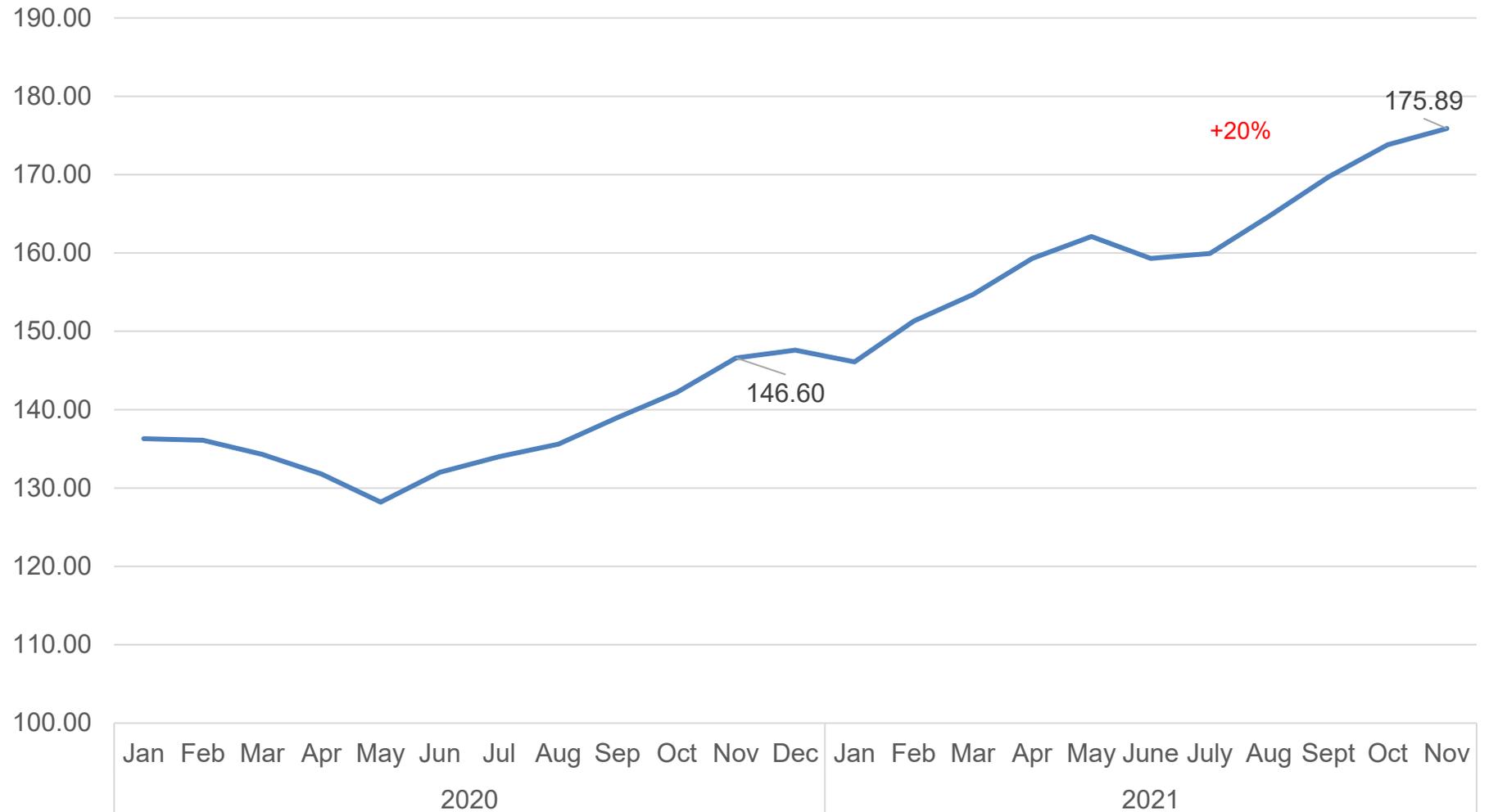
— Acrylonitrile

— Acrylic Acid

— Propylene

POLYDYNE

PPI: General Freight Trucking, Long-Distance Truckload



<https://fred.stlouisfed.org/series/PCU484121484121#0>

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Bureau of Labor Statistics > Data Tools > Top Picks

Databases, Tables & Calculators by Subject

Change Output Options:

From: 2011 ▼ To: 2021 ▼

 include graphs include annual averages[More Formatting Options](#)

Data extracted on: December 17, 2021 (8:09:26 AM)

PPI Industry Data**Series Id:** PCU325211325211**Series Title:** PPI industry data for Plastics material and resins mfg, not seasonally adjusted**Industry:** Plastics material and resins mfg**Product:** Plastics material and resins mfg**Base Date:** 198012**Download:** [xlsx](#)

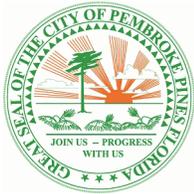
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2013	283.1	287.7	290.9	289.4	287.1	288.1	287.1	288.2	288.8	289.2	291.3	291.5
2014	294.7	297.8	300.0	301.1	300.5	298.2	300.2	302.8	305.0	307.1	303.2	295.7
2015	285.4	280.8	274.0	273.2	274.1	275.6	273.8	270.7	264.5	261.4	260.2	261.2
2016	256.7	255.4	254.3	254.0	257.2	260.1	259.9	259.5	260.7	263.3	262.2	258.1
2017	260.1	265.1	269.2	273.8	274.1	272.9	270.3	269.9	272.6	277.2	278.8	280.3
2018	275.1	278.0	282.7	280.7	285.1	288.0	289.0	292.6	290.4	291.4	286.8	282.2
2019	276.5	275.8	273.9	273.9	275.7	273.2	272.7	273.1	273.3	273.8	271.2	266.1
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P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

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City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 1.

File ID: 22-0136

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/22/2022

Short Title: Contracts Database Report - May 18th, 2022

Final Action: 05/18/2022

Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

(A) Nalco Company, LLC. - Purchase and Delivery of Potassium Phosphate - Renewal

(B) Polydyne Inc. - Purchase of Polymer C1685 - Renewal

ITEM (C) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

(C) SRT Supply, LLC - Purchase of Police Body Armor - Non-Renewal

*Agenda Date: 05/18/2022

Agenda Number: 1.

Internal Notes:

Attachments: 1. Contract Database Report May 18th, 2022, 2. A. Nalco Company-Purchase of Potassium Phosphate - 10th Amendment (All Backup), 3. B. Polydyne-Purchase of Polymer C1685 (All Backup), 4. C. SRT Supply LLC - Body Armor - Original - 7th Amendment (ABD)

1 City Commission 05/18/2022 approve

Pass

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

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

Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of

Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Nalco Company, LLC. - Purchase and Delivery of Potassium Phosphate - Renewal

1. On July 26th, 2015, the City Commission approved to enter into an Agreement with Nalco Company, LLC. to purchase and deliver Potassium Phosphate (Nalco 7396) for an initial one (1) year period, which expired May 31st, 2016.
2. Section 2.2 of the Original Agreement, as amended, allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. To date the agreement has had nine (9) Amendments, including six (6) one (1) year renewals which extended the term of the agreement to May 31st, 2022.
4. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Tenth Amendment to amend the Original Agreement, as amended, and to allow for the Seventh year renewal term commencing June 1st, 2022 and ending May 31st, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$105,187.95 (1.89/lb per 3,712lb tote)
- b) **Amount budgeted for this item in Account No:** \$35,062.65 is budgeted in Account No. 471-533-6031-552430-0000-000-0000 (Operating Chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **2 year projection of the operational cost of the project**

	Current FY	Oct. 2022 - May 31, 2023
Revenues	N/A	N/A
Expenditures	\$35,062.65	\$70,125.30
Net Cost	\$35,062.65	\$70,125.30

- e) **Detail of additional staff requirements:** Not Applicable

(B) Polydyne Inc. - Purchase of Polymer C1685 - Renewal

1. On May 19th, 2021, the City entered into an Agreement with Polydyne Inc. for an initial one

- (1) year period, which will naturally expire on May 18th, 2022.
2. Polydyne Inc. provides the City's Utilities Department with Polymer C1685 on an as needed basis.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this First Amendment for the first one (1) year renewal term which shall commence on May 19th, 2022 and will naturally expire on May 18th, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$148,120.00 (\$3,703.00/tote x 40 totes)
Price per tote: \$1.61 x 2300 lbs/tote=\$3,703.00/tote
- b) **Amount budgeted for this item in Account No:** \$50,715.00 available in account
"Operating Chemicals" 471-533-6031-552430-0000-000-0000
- c) **Source of funding for difference, if not fully budgeted:** Upon Commission Approval, a BA will be done to move funds from account:
From: 471-533-6031-546250-0000-000-0000 (R&M Equipment) \$12,236.00
To: 471-533-6031-552430-0000-000-0000 (Operating Chemicals) \$12,236.00
- d) **2 year projection of the operational cost of the project** N/A

	Current FY	Year 2
Revenues	\$.00	\$.00
Expenditures	\$62,951.00	\$85,169.00
Net Cost	\$62,951.00	\$85,169.00

- d) **Detail of additional staff requirements:** N/A

(C) SRT Supply, LLC - Purchase of Police Body Armor - Non-Renewal

1. On February 29th, 2016, the City entered into an Agreement with SRT Supply, LLC for an initial one (1) year period, which expired on February 28th, 2017.
2. SRT Supply, LLC provides the City's Police Department with Police Body Armors.
3. Section 2.2 of the Original Agreement authorizes the renewal of the Original Agreement for five (5) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. To date the Original Agreement has been renewed for five (5) additional one (1) year terms which extended the term up to September 30th, 2022.

5. The Police Department is satisfied with the performance and execution but at this time there is no more renewal terms available and a new procurement process will start for these services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2022

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 EPIC Insurance Brokers & Consultants 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: Laura Alvarez PHONE (A/C, No, Ext): 212.488.0427 E-MAIL: laura.alvarez@epicbrokers.com ADDRESS:	FAX (A/C, No): 212.488.0220
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER A: IRONSHORE SPECIALTY INSURANCE COMPANY		25445
	INSURER B: HARTFORD FIRE INSURANCE COMPANY		19682
	INSURER C: HARTFORD ACCIDENT AND INDEMNITY COMPANY		22357
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		IEPICB5ZFB002	12/31/2021	12/31/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			10ABR30602	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS\$			IEELCASB5ZFD002	12/31/2021	12/31/2022	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
C	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	N/A	10WNR30600	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

The City of Pembroke Pines is included as Additional Insured with regard to General Liability as required by written contract and in accordance with the policy provisions.

30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33025

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

1

Laura Alvarez

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IRONSHORE SPECIALTY INSURANCE COMPANY

175 Berkeley Street
Boston, MA 02116
Toll Free: (877) IRON411

Endorsement # 18

Policy Number: IEPICB5ZFB002
Insured Name: SNF Holding Company

Effective Date of Endorsement: December 31, 2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED ADDITIONAL INSURED(S) PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s)
Blanket where required by written contact

- A. **SECTION II – WHO IS AN INSURED**, Paragraph 4.e. is amended to specify the entity indicated in the Schedule above as:
 - e. Any person or organization you agree to include as an insured in a written contract, written agreement or permit, but only with respect to **bodily injury, property damage, environmental damage or personal and advertising injury** arising out of your operations, **your work**, equipment or premises leased or rented by you, or **your products** which are distributed or sold in the regular course of a vendor’s business, however:
 - (1) A vendor is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
 - (a) For which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement except that which the vendor would have in the absence of the contract or agreement;
 - (b) Arising out of any express warranty unauthorized by you;
 - (c) Arising out of any physical or chemical change in the product made intentionally by the vendor;
 - (d) Arising out of repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from you, and then repackaged in the original container;
 - (e) Arising out of any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Arising out of demonstration, installation servicing or repair operations, except such operations performed at the vendor's location in connection with the sale of the product; or
 - (g) Arising out of products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (2) A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury, property damage, environmental damage or personal and advertising injury**:
- (a) Arising out of any **occurrence** that takes place after the equipment lease expires or you cease to be a tenant; or
 - (b) Arising out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.
- B. **SECTION IV – CONDITIONS**, Condition **17. Other Insurance**, Paragraph **a.** is amended to specify the entity indicated in the Schedule above as a person or organization you agreed to insure and we will not seek contributions from any such other insurance issued to such person or organization.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative

January 4, 2022

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor and
 - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
 - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

6. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES
AND POLYDYNE INC.**

THIS IS AN AGREEMENT (“Agreement”), dated the 19 day of May, 2021 by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

POLYDYNE INC., a **Foreign Profit Corporation** as listed with the Florida Division of Corporations, and with a business address of **1 Chemical Plant Rd., Riceboro, GA 31323**, hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

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

ARTICLE 1
PREAMBLE

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

1.1 The CITY utilizes **FBS C1685** and **FBS C1282 Polymer** (herein “Commodities”) for wastewater bio solids dewatering with CITY’s centrifuges as CITY’s Wastewater Treatment Plant.

1.2 The Commodities have been specifically tested and found to work best with CITY’s lab tested bio solids and the centrifuge operations.

1.3 The City desires to annually purchase the Commodities pursuant to the terms and conditions set forth herein for CITY’s Wastewater Treatment Plant.

1.4 CONTRACTOR is the sole municipal supplier of Commodities in the applicable geographic area as stated in **Exhibit “A”** attached hereto any by this reference made a part hereof.



1.5 CITY Code of Ordinances §35.18(c)(3), entitled “City standard, single-source and sole-source commodities or services”, provides certain sole-source commodities or services are exempt from competitive bidding.

1.6 CITY desires to procure the Commodities herein required from CONTRACTOR pursuant to CITY Code of Ordinances §35.18(c)(3). CONTRACTOR agrees to act as the primary provider of Commodities for the term of this Agreement.

1.7 On May 14, 2021, the CITY authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the Commodities herein required as more particularly described herein below.

ARTICLE 2
PURCHASE OF GOODS

2.1 CITY agrees to purchase and CONTRACTOR agrees to provide the Commodities which are the subject of this Agreement.

2.2 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon the written request of the CITY.

2.3 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.

2.4 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis and in accordance with the terms set forth in in this Agreement.

2.5 CONTRACTOR agrees that the CITY shall be able to purchase the Commodities at the same price identified herein below for the original term of this Agreement. CONTRACTOR shall not increase, but may decrease the price, listed during the original term of the Agreement. Should the Parties renew the Agreement pursuant to Section 3.2 below, the requirements of Section 4.7 herein shall apply.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall provide the Commodities as identified herein on an as-needed basis for an initial **one (1) year** period commencing on the date of execution and ending one (1) year thereafter.



3.2 This Agreement may be renewed for additional **one (1) year terms** upon the mutual written consent of the Parties, evidenced by a written amendment to this Agreement extending the term hereof.

3.3 This Agreement may be terminated by CITY for convenience, upon **providing seven (7) days** of written notice to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.4 In the event CONTRACTOR abandons or terminates this Agreement or causes it to be terminated by CITY for any reason, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination. For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, any of the following circumstances:

3.4.1 CONTRACTOR's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after CITY's delivery of a written notice to CONTRACTOR of such breach or default;

3.4.2 CONTRACTOR becomes insolvent;

3.4.3 CONTRACTOR takes the benefit of any present or future insolvency statute;

3.4.4 CONTRACTOR makes a general assignment for the benefit of creditors,

3.4.5 CONTRACTOR files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy laws or under any other law or statute of the United States or any state thereof;

3.4.6 CONTRACTOR consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;

3.4.7 A petition under any present or future insolvency laws or statute is filed against CONTRACTOR and such petition is not dismissed within seven (7) days after its filing;
or

3.4.8 Any assignment of this Agreement in whole or in part, or any of CONTRACTOR's rights and obligations hereunder.

ARTICLE 4 **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY for the Commodities herein required based on CITY's purchase order(s) and in accordance with the unit pricing listed more particularly



described in **Exhibit “A”** and set forth herein below. Any invoices shall include information such as but not be limited to, date of service, description of the Commodities, and any other information reasonably required by CITY. Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of the Commodities herein required shall be **ONE DOLLAR FORTY-SEVEN CENTS (\$1.47) per pound and THREE THOUSAND THREE HUNDRED EIGHTY-ONE DOLLARS 00/100 (\$3,381.00) per tote delivered**. The total annual compensation amount paid to CONTRACTOR for the Commodities herein required pursuant to the terms set forth herein shall not exceed **ONE HUNDRED THIRTY FIVE THOUSAND, TWO HUNDRED FORTY DOLLARS 00/100 (\$135,240.00)**.

4.2 Upon delivery, the CITY shall make final inspection of the Commodities. If inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or the purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided.

4.3 CITY, upon approval of an invoice, will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.4 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Title to or risk of loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.

4.5 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.6 Payment will be made to CONTRACTOR at:

**POLYDYNE INC.,
1 Chemical Plant Rd.,
Riceboro, GA 31323**

4.7 **Consumer Price Index**. Should the Parties renew the term of this Agreement pursuant to Section 3.2 herein, and in the event that CONTRACTOR shall provide adequate evidence to CITY to substantiate a price increase, the negotiated rate for Commodities may be adjusted no more than an amount equal to the increase in the “Consumer Price Index” or “CPI”, for *Consumer Price Index – All Urban Consumers for the area of Miami-Fort Lauderdale-West Palm Beach* designated for the month of April for the current year, in no event shall the increase be greater than three percent (3%) for each year subsequent to the initial term. The contract price may be subject to an annual CPI increase for each year of any renewal term. The CPI for Miami-Fort Lauderdale-West Palm Beach can be accessed here: <https://www.bls.gov/regions/southeast/news->



release/consumerpriceindex_miami.htm

ARTICLE 5
WARRANTY OF COMMODITIES

CONTRACTOR warrants and guarantees that the Commodities, and each individual good or item shall be fit for the intended use of the Commodities and CONTRACTOR shall provide a warranty as to fitness of the Commodities for a period of **one (1) year** or the time designated in the standard factory warranty, whichever is longer.

ARTICLE 6
CHANGES TO SCOPE OF WORK

6.1 The Parties may request changes that would increase, decrease, or otherwise modify the quantities and / or Commodities to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the compensation accordingly. Such changes or additional commodities must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

6.2 In no event will the CONTRACTOR be compensated for any Commodities which have not been described either herein, in a purchase order, or in a separate written agreement executed by the Parties hereto.

ARTICLE 7
INDEMNIFICATION

7.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or consequence of the Commodities furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.

7.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.



7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Upon acceptance of all Commodities and / or 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.

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

ARTICLE 8 **INSURANCE**

8.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

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

8.3 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.

8.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.

8.5 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, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



8.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to performing its obligation under this Agreement:

Yes No

10.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

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

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

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

Yes No

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)



- Combined Single Limit (Each Accident) - \$1,000,000
- 2. Hired Autos (Symbol 8)
 - Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)
 - Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

8.7 REQUIRED ENDORSEMENTS.

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

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

8.9 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.

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

ARTICLE 9

NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any 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. CONTRACTOR 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. 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. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10 **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 all 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 Workers' 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 has 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.

ARTICLE 11 **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 Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12 **UNCONTROLLABLE FORCES**

12.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the 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, pandemic, epidemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 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.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

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

ARTICLE 15
BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 17
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY



regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 18
PUBLIC RECORDS

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

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

18.1.2 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, Florida Statutes, or as otherwise provided by law;

18.1.3 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 Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

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

18.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

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



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

ARTICLE 19
MISCELLANEOUS

19.1 **Legal Representation.** 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.

19.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

19.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document signed by the Parties hereto.

19.4 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040



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

CONTRACTOR: **POLYDYNE INC.,
1 Chemical Plant Rd.,
Riceboro, GA 31323**

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

19.6 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

19.7 **Exhibits.** 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.

19.8 **Severability.** 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.

19.9 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

19.10 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein 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.

19.11 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.12 **Counterparts and Execution.** 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.

19.13 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, CITY, state, and federal agencies as applicable.

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

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

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

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

19.14.2.2 Is engaged in business operations in Syria.

19.15 **No Waiver of Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive the CITY's rights and immunities under the common law of Section 768.28, Florida Statutes, as may be amended from time to time.

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

19.16.1 **Definitions for this Section.**

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



19.16.1.2 "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.

19.16.1.3 "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.

19.16.2 **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:

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

19.16.2.2 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

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



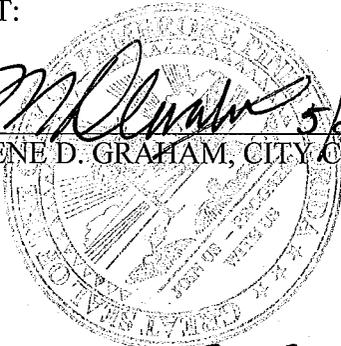
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK *5/26/21*



By: 
MAYOR FRANK C. ORTIS

By: 
CHARLES F. DODGE, CITY MANAGER

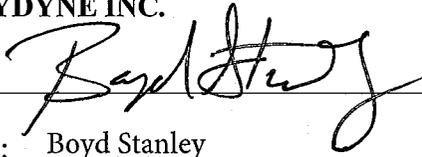
APPROVED AS TO FORM:



Name: Brian Stern
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

POLYDYNE INC.

By: 

Name: Boyd Stanley

Title: Senior Vice-President

April 5, 2021

Mr. Tyler Harrel
City of Pembroke Pines
8300 South Palm Drive
Pembroke Pines, FL 33025

RE: Sole Source Declaration and Price Quotation

Dear Mr. Harrell,

Please accept this letter as a sole source declaration to the City of Pembroke Pines that the polymer utilized by the City of Pembroke Pines, FBS C1685 and FBS C1282 can only be provided by Polydyne Inc. for the City's use.

Polydyne Inc. is the largest supplier of water-soluble polymers to the U.S. municipal water and wastewater treatment market. We have the widest range of domestically produced polymer chemistries available in the U.S. Our sales team is comprised of 28 representatives strategically located throughout the U.S., many of whom are degreed engineers.

For the period June 1, 2021 through May 31, 2022, Polydyne Inc. shall supply FBS C1685 and/or FBS C1282 at \$1.47/Lb. Delivered in 2300 Lb. IBC Totes (\$3,381.00 per tote).

Thank you for your business. If you have any questions or if I may be further assistance, please feel free to contact me at (912) 880-8013. For Technical Assistance, please contract Chris McRae at (813) 765-0471. To place an order, please contact Martina Knauss in our Customer Service Department at (800) 848-7659 Ext. 8786 or by email to martinak@snfhc.com.

Best regards,


Rebecca Beasley
Sales Administration Manager



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 12.

File ID: 21-0362

Type: Purchase

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/29/2021

Short Title: Agreement With Polydyne, Inc. And Fort Bend
Services, Inc.

Final Action: 05/19/2021

Title: MOTION TO APPROVE THE ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES, POLYDYNE, INC. AND FORT BEND SERVICES, INC., AND TO APPROVE THE NEW AGREEMENT WITH POLYDYNE, INC. AS THE SOLE VENDOR FOR THE PURCHASE OF FBS C1685 AND C1282 POLYMER FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$135,240, PURSUANT TO SECTION 35.18(C)(3) OF THE CITY'S CODE OF ORDINANCES.

Internal Notes:

Attachments: 1. Polydyne Inc. - Purchase of FBS C1282 Polymer Agreement (VENDOR EXECUTED), 2. Assignment and Assumption Agreement - Fort Bend Services to Polydyne Inc (VENDOR EXECUTED), 3. 5-20-2015 Commission Approval

1 City Commission 05/19/2021 approve

Pass

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

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

Nay: - 0

MOTION TO APPROVE THE ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES, POLYDYNE, INC. AND FORT BEND SERVICES, INC., AND TO APPROVE THE NEW AGREEMENT WITH POLYDYNE, INC. AS THE SOLE VENDOR FOR THE PURCHASE OF FBS C1685 AND C1282 POLYMER FOR AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$135,240, PURSUANT TO SECTION 35.18(C)(3) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:

- ***Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."***
- ***Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."***
- ***Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"***
- ***Section 35.18(C)(3) states, "City Standard, single-source and sole-source commodities or services. City standard, single-source and sole-source commodities or services are exempt from competitive bidding."***
- ***Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."***
- ***Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."***
- ***Section 35.21(A)(1) of the City's Code of Ordinance states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."***

SUMMARY EXPLANATION AND BACKGROUND:

1. As part of the Operation, Maintenance, Management of the Utility System Agreement with Operations Management International, Inc. (OMI), the City is responsible for providing chemicals for the operation of the Utilities Division.
2. The City utilizes the FBS C1685 Polymer for the Wastewater Biosolids Dewatering with the City's two centrifuges.
3. The FBS C1685 Polymer has been specifically tested to work best with the City's lab tested Biosolids and Centrifuge operation.
4. On May 20, 2015, the City Commission approved an agreement with Fort Bend Services,

Inc. for the Purchase of Polymer for a one (1) year period ending on May 31, 2016.

5. Since then, the City and Fort Bend Services, Inc. have executed five (5) renewals, extending the agreement to May 31, 2021.

6. On February 1, 2021, Fort Bend Services, Inc. submitted a letter to the City stating, "Effective on February 1, 2021, FBS sold its polymer supply and service business to SNF Polydyne."

7. Attached is a Sole Source Letter from Polydyne, Inc. that provides the City with a price of \$1.47/lb. delivered in 2,300 lb. IBC totes (\$3,381.00 per tote).

8. The City utilizes approximately 40 totes of FBS C1285 Polymer per year.

9. The attached Original Agreement with Polydyne, Inc. is for an initial one (1) year period with additional one (1) year renewal options.

10. Request Commission to approve the Assignment, Assumption, and Consent Agreement between the City of Pembroke Pines, Polydyne, Inc. and Fort Bend Services, Inc., and to approve the new agreement with Polydyne, Inc. as the sole source vendor for the purchase of FBS C1685 and C1282 Polymer for an estimated annual amount not to exceed \$135,240, pursuant to Section 35.18(C)(3) of the City's Code of Ordinances.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Approximately \$45,080 (\$11,270/month x 4 months) for remainder of current FY. (\$135,240 estimated annual amount)

b) Amount budgeted for this item in Account No: \$45,080 is currently available for this item in account #471-535-6022-552430-0000-000-0000 (Operating Chemicals)

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

d) 5 year projection of the operational cost of the project: This agreement is for an initial one (1) year period with additional one (1) year renewal options.

	Current FY	Oct. 2021 - June2022	Year 3	Year 4	Year 5
Revenues	\$0	\$0	N/A	N/A	N/A
Expenditures	\$45,080.00	\$90,160.00	N/A	N/A	N/A
Net Cost	\$45,080.00	\$90,160.00	N/A	N/A	N/A

e) Detail of additional staff requirements: Not Applicable