



City of Pembroke Pines

**THIRTEENTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CALVIN, GIORDANO & ASSOCIATES, INC.**

THIS AMENDMENT (“Thirteenth 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

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

WHEREAS, on **July 1, 2009**, the Parties entered into the Professional Services Agreement (“Original Agreement”) for plan review, inspection and other building department related services for an initial **five (5) year period**, which expired on **June 30, 2014**; and,

WHEREAS the Original Agreement authorized the annual renewal of the Agreement at the expiration of the initial term unless notice of intent not to renew is provided not less than one hundred eighty (180) days prior to the expiration of the Agreement; and,

WHEREAS, on **April 27, 2011**, the Parties executed the First Amendment to the Original Agreement to update the provision for Public Records, and to include Article 10, entitled “Legal Obligations” for the payment of taxes, and Article 11, entitled “Special Conditions” for conflicts of interest; and,

WHEREAS, on **July 17, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, for the first, one (1) year renewal term, which expired on **June 30, 2015**; and,

WHEREAS, on **July 1, 2015**, the Parties executed the Third Amendment to the Original Agreement, as amended, for the second, one (1) year renewal term, which expired on **June 30, 2016**; and,

WHEREAS, on **April 6, 2016**, the Parties executed the Fourth Amendment to the Original



City of Pembroke Pines

Agreement, as amended, to enter into a third, one (1) year renewal term, which expired on **June 30, 2017**; and,

WHEREAS, on **June 22, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to enter into a fourth, one (1) year renewal term, which expired on **June 30, 2018**; and,

WHEREAS, on **April 9, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to enter into a fifth, one (1) year renewal term, which expired on **June 30, 2019**; and,

WHEREAS, on **November 20, 2018**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to enter into a sixth, one (1) year renewal term, which expired on **June 30, 2020**; and,

WHEREAS, on **June 3, 2020**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to enter into a seventh, one (1) year renewal term, which expired on **June 30, 2021**; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.29(C) the Parties executed the Ninth Amendment to the Original Agreement, as amended, to extend the term thereof to **December 28, 2021**; and,

WHEREAS, on **December 16, 2021**, the Parties executed the Tenth Amendment to the Original Agreement, as amended, to revise and amend the terms of the Agreement and to renew the Term for a **three (3) year period**, subject to a formal and public performance review, performed prior to the end of the term and prior to any further extensions of the Agreement, which expired on **December 31, 2024**; and,

WHEREAS the City Commission of the City of Pembroke Pines accepted the CITY's performance evaluation for the CITY's Building Department, and on **January 23, 2024**, the Parties executed the Eleventh Amendment to the Original Agreement, as amended, to enter into a one (1) year renewal term, which expired on **December 31, 2025**; and

WHEREAS, on **December 11, 2025**, pursuant to CITY Code of Ordinances §35.29(C) which authorizes the City Manager to extend, for operational purposes, and for a maximum one hundred and eighty (180) days, any contract previously approved by the City Commission and entered into by the CITY, the Parties executed the Twelfth Amendment to the Original Agreement, as amended, to extend the term thereof for a **one-hundred-and-eighty (180) calendar day period** which will expire on **June 30, 2026**; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.29(C) any further extension of the contract after the one-hundred-and-eighty (180) calendar day period previously approved by the City Manager requires the approval of the City Commission; and,

WHEREAS the Parties desire to further extend the term of their contractual relationship



for an additional term which will expire on **December 31, 2026**, and to revise and amend Section 3.6 of the Original Agreement, as amended; and,

WHEREAS, on _____, the CITY Commission approved further extension of the Agreement with CONTRACTOR, as set forth in this Thirteenth 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 extended for a six (6) month period commencing on **July 1, 2026**, and expiring on **December 31, 2026**.

SECTION 3. Section 3.6 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

“3.6 In the event of termination or expiration of this Agreement, CITY and CONTRACTOR shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CONTRACTOR to CITY or to any other entity with which CITY may enter into an agreement for the provision of plan review, inspection, and other building department-related services (the “Successor Entity”). During such transition period, CITY and CONTRACTOR shall maintain the same scope and level of services pursuant to the terms of this Agreement until such time that the CITY enters into an agreement with the Successor Entity.

3.6.1 In accordance with Section 11.8 of this Agreement, CONTRACTOR shall maintain any and all public records, as defined by Section 119.011(12), Florida Statutes, received during the performance of their duties and responsibilities pursuant to this Agreement. In the event of termination of this Agreement for any reason, or upon execution of a Professional Services agreement between the CITY and a Successor Entity, the CONTRACTOR shall take all reasonable and necessary actions to ensure the orderly transfer, to the satisfaction of the CITY, all public records, including, but not limited to, all finished and unfinished work product, data, studies, surveys, sketches, plans, reports, and other materials or documents in the CONTRACTOR’s possession, to either the CITY or the Successor Entity, in both hard copy and digital formats.

3.6.2 The CONTRACTOR shall coordinate in good faith with the CITY and the Successor Entity to develop and implement a formal transition plan. At a minimum, the transition plan shall identify and address: (a) a defined service end date; (b) the equitable allocation and reconciliation of fees, revenues, and costs associated with



services performed before and after the transition date; (c) a complete inventory and status report of all open permits; (d) all plan reviews in progress; (e) all pending Certificates of Occupancy, inspections, and related approvals; (f) the transfer of electronic records, databases, and permitting software data, to the extent permitted by law and applicable licensing restrictions; and (g) a customer communication strategy designed to provide timely and accurate notice to applicants, permit holders, contractors, and other affected stakeholders regarding the transition of services. The CONTRACTOR shall cooperate in good faith with the CITY and the Successor Entity and shall provide additional assistance as may be reasonably requested by the CITY to ensure continuity of services and minimize disruption to the public.

3.6.3 CONTRACTOR shall return to CITY each office and all property used by CONTRACTOR in the same condition as they were upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by CONTRACTOR shall remain the property of CONTRACTOR upon termination of the Agreement unless the property was directly paid for by CITY or CITY specifically reimbursed CONTRACTOR for the cost incurred to purchase the equipment or personal property or the Agreement provides to the contrary.

3.6.4 In the event that CITY is unable to procure the same level of services within a reasonable time, CITY may extend the term of this Agreement upon the written request by the City Manager and the simultaneous execution of an agreement with the CONTRACTOR in 120 calendar day increments or until such time that the CITY is able to enter into an agreement with a Successor Entity, as permitted by the City's Code of Ordinances.

SECTION 4. Scrutinized Companies.

4.1 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:

4.1.1 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

4.1.2 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:

4.1.2.1 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

4.1.2.2 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. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.1 33(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Thirteenth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 7. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Thirteenth Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 8. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Thirteenth Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 9. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building



or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Thirteenth Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Thirteenth Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 10. Compliance with Foreign Entity Laws. CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 10.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes);
- 10.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes);
- 10.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 10.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes);
- 10.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and,
- 10.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 11. In the event of any conflict or ambiguity by and between the terms and provisions of this Thirteenth Amendment, and the Original Agreement, as amended, the terms and provisions of this Thirteenth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 12. 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 13. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Thirteenth Amendment. The exhibits, if not physically attached, should be treated as part of this Thirteenth Amendment and are incorporated herein by reference.

SECTION 14. Each person signing this Thirteenth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Thirteenth 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 Thirteenth Amendment.



SECTION 15. This Thirteenth 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 Thirteenth 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 AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



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

APPROVED AS TO FORM:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

BY: _____
MAYOR ANGELO CASTILLO

ATTEST:

GABRIEL FERNANDEZ, CITY CLERK

BY: _____
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES, INC.

Signed By: ^{Signed by:} Chris Giordano
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Printed Name: Chris Giordano

Title: President

June 3, 2026



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: June 3, 2026

ENTITY: **CALVIN, GIORDANO & ASSOCIATES, INC.**

SIGNED BY: ^{Signed by:} *Chris Giordano*
EB2BF3C28321448...

NAME: Chris Giordano

TITLE: President