



**TWELFTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY, LLC.**

**THIS AMENDMENT ("Twelfth 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

**NALCO COMPANY, LLC.**, a Limited Liability Company as listed with  
the Delaware Division of Corporations, authorized to do business in the  
State of Florida, and with a business address of **1601 West Diehl Road,  
Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR".  
"CITY" and "CONTRACTOR" may hereafter be collectively referred to  
as the "Parties".

**WHEREAS**, on **July 26, 2015**, the Parties entered into an Agreement ("Original  
Agreement") for the provision of Potassium Phosphate (NALCO 7396), for an initial **one (1) year**  
period, which expired on **May 31, 2016**; 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 **June 21, 2016**, the Parties executed the First Amendment to the Original  
Agreement to renew the term for an additional **one (1) year** period which, expired on **May 31,  
2017**; and,

**WHEREAS**, on **September 14, 2016**, the Parties executed the Second Amendment to the  
Original Agreement, as amended, to include a rate of one dollar and 44/100 cents (\$1.44) per pound  
for shipments of 44,999 pounds or less; and,

**WHEREAS**, on **October 17, 2017**, the Parties executed the Third Amendment to the  
Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which  
expired on **May 31, 2018**; and,

**WHEREAS**, on **February 22, 2018**, the Parties executed the Fourth Amendment to the  
Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which  
expired on **May 31, 2019**; and,



**WHEREAS**, on **September 25, 2018**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 50/100 cents (\$1.50) per pound for loads under 1,000 pounds and one dollar and 44/100 cents (\$1.44) per pound for loads above 1,000 pounds; and,

**WHEREAS**, on **March 19, 2019**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **May 31, 2020**; and,

**WHEREAS**, on **June 19, 2019**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to increase the rates to one dollar and 58/100 cents (\$1.58) per pound for loads under 1,000 pounds and one dollar and 51/100 cents (\$1.51) per pound for loads above 1,000 pounds; and,

**WHEREAS**, on **May 6, 2020**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 63/100 cents (\$1.63) per pound for 275 gallon totes, and one dollar and 56/100 cents (\$1.56) per pound for bulk loads, and renew the term for an additional **one (1) year** period, which expired on **May 31, 2021**; and,

**WHEREAS**, on **April 21, 2021**, the Parties executed the Ninth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 69/100 cents (\$1.69) per pound for 275 gallon totes, and to renew the term for an additional **one (1) year** period, which expired on **May 31, 2022**; and,

**WHEREAS**, on **May 18, 2022**, the Parties executed the Tenth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 89/100 cents (\$1.89) per pound delivered in 3,712lbs, and to renew the term for an additional **one (1) year** period, which expired on **May 31, 2023**; and,

**WHEREAS**, on **May 22, 2023**, the Parties executed the Eleventh Amendment to the Original Agreement, as amended, to remove in its entirety the fuel energy surcharge of forty-five cents (\$0.45) per pound, furthermore, the Parties desire to increase the rate to two dollars and 49/100 cents (\$2.49) per pound delivered, and to renew the term for an additional **one (1) year** period, which expires on **May 31, 2024**; and,

**WHEREAS**, the Parties desire to increase the rate to two dollars and 74/100 cents (\$2.74) per pound delivered, and to renew the term for an additional **one (1) year** period, which shall commence on **June 1, 2024** and naturally expire on **May 31, 2025**, as set forth in this Twelfth 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 an additional **one (1) year** period, which shall commence on **June 1, 2024** and naturally expire on **May 31, 2025**.

**SECTION 3.** Section 3.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

3.1 Unless stated otherwise, the CITY's compensation to CONTRACTOR for the provision of Commodities hereunder shall be **TWO DOLLARS AND 74/100 CENTS (\$2.74) per pound delivered in accordance with Exhibit "A-2" attached hereto and by this reference made a part hereof**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due to 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

**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 the 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 the 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 Statues, 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 Twelfth Amendment, and the Original Agreement, as amended, the terms and provisions of this Twelfth 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 Twelfth Amendment. The exhibits, if not physically attached, should be treated as part of this Twelfth Amendment and are incorporated herein by reference.

**SECTION 9.** Each person signing this Twelfth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Twelfth 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 Twelfth Amendment.

**SECTION 10.** This Twelfth 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 Twelfth 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

APPROVED AS TO FORM:

Print Name: Jacob Horwitz  
OFFICE OF THE CITY ATTORNEY

ATTEST:

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

MARLENE D. GRAHAM, CITY CLERK

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

NALCO COMPANY, LLC.

Signed By:

Printed Name: Robert Curtin

Title: District Representative

3/25/2024

City of Pembroke Pines  
8300 S Palm Dr.  
Pembroke Pines, FL 33025 ATTN:  
Michael Cepeda

Dear Valued Customer:

Thank you for the trust and support that you place in Nalco Water, we certainly value and work hard to maintain our partnership and relationship with you.

As you have heard or even experienced, there is continued and significant escalation of energy and raw material costs, tightening availability of raw materials and rising packaging, transportation, personnel, and utility costs. The continued rise in cost pressures and the availability of key raw materials over the past several months have made it necessary to appropriately raise prices to help offset these ongoing cost increases. Since this price increase is substantial, we will waive the 8% Freight Charges. Effective June 1<sup>st</sup>, 2024, there will be a Hardship increase to the Nalco Water products supplied to you as below:

Product. Package	Current Price/lb	New Price/lb June 1 <sup>st</sup> , 2024- May 31 <sup>st</sup> , 2025
7396.61	\$2.49	\$2.74

We are providing this information to allow you to plan accordingly, and I want to assure you our quality of service will continue at the levels you have come to expect. Throughout this challenging year, we continue to be well-positioned to ensure continued and reliable supply to customers such as yourself. We will continue to ensure our ability to provide the leading technologies, solutions, and services to help our customers to reduce water and energy use, waste, and total cost of operation.

Your Nalco Water sales representative will be contacting your site directly to discuss the impact of these increases. Thank you for your understanding and please do not hesitate to contact your sales representative should you have any questions. We sincerely appreciate your patience and collaboration in working through this challenging year.

Sincerely,

*Lilton L Moore*

Lilton Moore  
Director – Sales Operations Municipal



*City of Pembroke Pines*

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**ELEVENTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY, LLC.**

**THIS AMENDMENT ("Eleventh Amendment")**, dated May 22, 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

**NALCO COMPANY, LLC.**, a Limited Liability Company as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **July 26, 2015**, the Parties entered into an Agreement ("Original Agreement") for the provision of Potassium Phosphate (NALCO 7396), for an initial **one (1) year** period, which expired on **May 31, 2016**; 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 **June 21, 2016**, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional **one (1) year** period which, expired on **May 31, 2017**; and,

**WHEREAS**, on **September 14, 2016**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include a rate of one dollar and 44/100 cents (\$1.44) per pound for shipments of 44,999 pounds or less; and,

**WHEREAS**, on **October 17, 2017**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **May 31, 2018**; and,

**WHEREAS**, on **February 22, 2018**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **May 31, 2019**; and,



*City of Pembroke Pines*

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**WHEREAS**, on **September 25, 2018**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 50/100 cents (\$1.50) per pound for loads under 1,000 pounds and one dollar and 44/100 cents (\$1.44) per pound for loads above 1,000 pounds; and,

**WHEREAS**, on **March 19, 2019**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term for an additional **one (1) year** period, which expired on **May 31, 2020**; and,

**WHEREAS**, on **June 19, 2019**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to increase the rates to one dollar and 58/100 cents (\$1.58) per pound for loads under 1,000 pounds and one dollar and 51/100 cents (\$1.51) per pound for loads above 1,000 pounds; and,

**WHEREAS**, on **May 6, 2020**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 63/100 cents (\$1.63) per pound for 275 gallon totes, and one dollar and 56/100 cents (\$1.56) per pound for bulk loads, and renew the term for an additional **one (1) year** period, which expired on **May 31, 2021**; and,

**WHEREAS**, on **April 21, 2021**, the Parties executed the Ninth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 69/100 cents (\$1.69) per pound for 275 gallon totes, and to renew the term for an additional **one (1) year** period, which expired on **May 31, 2022**; and,

**WHEREAS**, on **May 18, 2022**, the Parties executed the Tenth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 89/100 cents (\$1.89) per pound delivered in 3,712lbs, and to renew the term for an additional **one (1) year** period, which expires on **May 31, 2023**; and,

**WHEREAS**, the Parties desire to remove in its entirety the fuel energy surcharge of forty-five cents (\$0.45) per pound; and,

**WHEREAS**, the Parties further desire to increase the rate to two dollars and 49/100 cents (\$2.49) per pound delivered, and to renew the term for an additional **one (1) year** period, which shall commence on **June 1, 2023** and naturally expire on **May 31, 2024**, as set forth in this Eleventh 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.



*City of Pembroke Pines*

**SECTION 2.** Any language contained in this Eleventh 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 an additional **one (1) year** period, which shall commence on **June 1, 2023** and naturally expire on **May 31, 2024**.

**SECTION 4.** Section 3.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

3.1 Unless stated otherwise, the CITY's compensation to CONTRACTOR for the provision of Commodities hereunder shall be ~~ONE DOLLAR AND EIGHTY-NINE CENTS (\$1.89)~~ TWO DOLLARS AND 49/100 CENTS (\$2.49) per pound delivered ~~in 3,712 lb totes~~ in accordance with Exhibit "A-1" attached hereto and by this reference made a part hereof. ~~Upon execution of the Tenth Amendment to Agreement, CONTRACTOR may charge the CITY a FORTY-FIVE CENT per pound (\$0.45/lb) fuel energy surcharge to mitigate the substantial global cost inflation. CONTRACTOR shall monitor the cost surge on the 15<sup>th</sup> day of each month, and once the prices normalize, CONTRACTOR shall cease to apply the surcharge.~~ The CITY reserves the right to dispute the fuel surcharge should fuel energy prices normalize prior to CONTRACTOR's adjustment. The Parties hereby further acknowledge and agree the CITY shall not be charged any additional fees or costs that are not specifically identified in the Agreement. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due to 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

**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



## *City of Pembroke Pines*

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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.** 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

**City of Pembroke Pines**

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 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 Eleventh Amendment, and the Original Agreement, as amended, the terms and provisions of this Eleventh 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 Eleventh Amendment. The exhibits, if not physically attached, should be treated as part of this Eleventh Amendment and are incorporated herein by reference.

**SECTION 10.** Each person signing this Eleventh Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Eleventh 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 Eleventh Amendment.

**SECTION 11.** This Eleventh 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 Eleventh 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:

 May 22, 2023

5B58FFF04EEEFAF3  
MARLENE D. GRAHAM, CITY CLERK



BY: 

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:


Print Name: 

OFFICE OF THE CITY ATTORNEY

DocuSigned by:  
BY: 

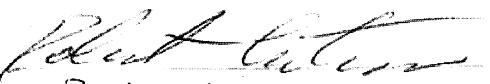
May 22, 2023

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CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

NALCO COMPANY, LLC.

Signed By:   
Print Name:   
Title: 



# Exhibit "A-1"

1601 W. DIEHL ROAD  
NAPERVILLE, IL 60563-1198

4/18/2023

City of Pembroke Pines  
8300 S Palm Dr.  
Pembroke Pines, FL 33025 ATTN:  
Michael Cepeda

Dear Valued Customer:

Thank you for the trust and support that you place in Nalco Water, we certainly value and work hard to maintain our partnership and relationship with you.

As you have heard or even experienced, there is continued and significant escalation of energy and raw material costs, tightening availability of raw materials and rising packaging, transportation, personnel, and utility costs. The continued rise in cost pressures and the availability of key raw materials over the past several months have made it necessary to appropriately raise prices to help offset these ongoing cost increases. Since this price increase is substantial, we will waive the 8% Freight Charges. Effective June 1<sup>st</sup>, 2023, there will be a Hardship increase to the Nalco Water products supplied to you as below:

Product. Package	Current Price/lb	New Price/lb
7396.61	\$1.89	\$2.49

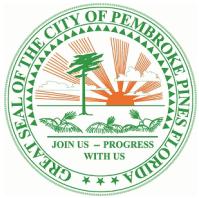
We are providing this information to allow you to plan accordingly, and I want to assure you our quality of service will continue at the levels you have come to expect. Throughout this challenging year, we continue to be well-positioned to ensure continued and reliable supply to customers such as yourself. We will continue to ensure our ability to provide the leading technologies, solutions, and services to help our customers to reduce water and energy use, waste, and total cost of operation.

Your Nalco Water sales representative will be contacting your site directly to discuss the impact of these increases. Thank you for your understanding and please do not hesitate to contact your sales representative should you have any questions. We sincerely appreciate your patience and collaboration in working through this challenging year.

Sincerely,

*Lilton L Moore*

Lilton Moore  
Director – Sales Operations Municipal



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 9(A)

File ID: 23-0051

Type: Agreements/Contracts

Status: Approval Review

Version: 2

Agenda

In Control: City Commission

Section:

File Created: 01/23/2023

Short Title: Contracts Database Report - May 17th, 2023

Final Action:

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

(A) Choices for Life, Inc. - Commercial Lease - Renewal

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

\*Agenda Date: 06/07/2023

Agenda Number: 9(A)

#### Internal Notes:

**Attachments:** 1. Contract Database Report - May 17, 2023, 2. A. Choices for Life, Inc. - Commercial Lease Agreement (AB), 3. B. Nalco Company, LLC - Purchase of Potassium and Phosphate (NALCO 7396) (AB)

1 City Commission 05/17/2023 approve Pass

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

Notes: Commissioner Good asked if the item can be deferred Item 9(A) Choice for Life Inc. Commercial Lease . City recently received a complaint from this company and this needs to be deferred pending clarification of the issues.

Mayor asked CM if there was a time frame

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

Nay: - 0

1 City Commission 05/17/2023 defer Pass

Action Text: A motion was made by Commissioner Good Jr., seconded by Vice Mayor Siple, to defer Item 9(A) Choices for Life, Inc. Commercial Lease Renewal until the complaint brought by the company can be clarified. The item would be deferred to the next meeting on June 7. Section (B) of Item 9 passed on consent and is not affected by the deferral of section (A) of Item 9. The motion carried by the following vote:

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

Nay: - 0

Agenda Request Form Continued (23-0051)

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

- (A) Choices for Life, Inc. - Commercial Lease - Renewal
- (B) Nalco Company, LLC. - Purchase and Delivery of Potassium Phosphate - 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) Choices for Life, Inc. - Commercial Lease - Renewal**

1. On October 15, 2020, the City entered into a Commercial Lease Agreement with Choices for Life, Inc. for an initial one (1) year period, which expired on November 1, 2021.
2. Choices for Life, Inc. leases the premises located at 6700 NW 13 St., Pembroke Pines, FL 33025.
3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year terms upon mutual consent, evidenced by a written Amendment.
4. On August 4, 2021, the Parties executed the First Amendment to renew the term for an additional one (1) year period which expired on November 1, 2022.
5. On April 14, 2022, the Parties executed the Second Amendment to renew the term for an additional one (1) year period which expires on November 1, 2023.
6. The Public Services Department recommends the City Commission to approve this Third Amendment to renew the term for an additional one (1) year period which shall commence on November 2, 2023, and naturally expire on November 1, 2024.

**FINANCIAL IMPACT DETAIL:**

Agenda Request Form Continued (23-0051)

- a) Annual Renewal Revenue:** \$56,896.08
- b) Amount budgeted for this item in Account No:** Funds are currently budgeted for this project in account #001-000-6001-362030-0000-0000-Rental city facilities
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 2 year projection of the operational cost of the project:**

	FY 2023-24	FY 2024-25
Revenues	\$52,154.74	\$4,741.34
Expenditures	\$0.00	\$0.00
Net Revenue	\$52,154.74	\$4,741.34

- 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.

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

1. On July 26, 2015, the City entered into an Agreement with Nalco Company, LLC. for an initial one (1) year period, which expired May 31, 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 extending the term thereof.
3. On June 21, 2016, the Parties executed the First Amendment to the Original Agreement to renew the term for an additional one (1) year period which expired on May 31, 2017.
4. On September 14, 2016, the Parties executed the Second Amendment to the Original Agreement, as amended, to include a rate of one dollar and 44/100 cents (\$1.44) per pound for shipments of 44,999 pounds or less.
5. On October 17, 2017, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expired on May 31, 2018.
6. On February 22, 2018, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expired on May 31, 2019.

**Agenda Request Form Continued (23-0051)**

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7. On September 25, 2018, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 50/100 cents (\$1.50) per pound for loads under 1,000 pounds and one dollar and 44/100 cents (\$1.44) per pound for loads above 1,000 pounds.

8. On March 19, 2019, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expired on May 31, 2020.

9. On June 19, 2019, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to increase the rates to one dollar and 58/100 cents (\$1.58) per pound for loads under 1,000 pounds and one dollar and 51/100 cents (\$1.51) per pound for loads above 1,000 pounds.

10. On May 6, 2020, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 63/100 cents (\$1.63) per pound for 275 gallon totes, and one dollar and 56/100 cents (\$1.56) per pound for bulk loads, and renew the term for an additional one (1) year period, which expired on May 31, 2021.

11. On April 21, 2021, the Parties executed the Ninth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 69/100 cents (\$1.69) per pound for 275 gallon totes, and to renew the term for an additional one (1) year period, which expired on May 31, 2022.

12. On May 18, 2022, the Parties executed the Tenth Amendment to the Original Agreement, as amended, to revise the rates to one dollar and 89/100 cents (\$1.89) per pound delivered in 3,712lbs, and to renew the term for an additional one (1) year period, which expires on May 31, 2023.

13. Contractor has proposed to the City to remove in its entirety the fuel energy surcharge of which consist of forty-five cents (\$0.45) per pound as a result of the significant escalation of energy and raw material costs.

14. The Utilities Department recommends that the City Commission approve this Eleventh Amendment to the Original Agreement, as amended, and to increase the rate to two dollars and 49/100 cents (\$2.49) per pound delivered, and to renew the term for an additional one (1) year period which shall commence on June 1, 2023, and naturally expire on May 31, 2024, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost:** \$138,580.95 (55,655 lbs \* \$2.49)
- b) Amount budgeted for this item 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**

Agenda Request Form Continued (23-0051)

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	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$46,193.65	\$92,387.30
Net Cost	\$46,193.65	\$92,387.30

- 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/22/2022

**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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	<b>CONTACT</b> <b>NAME:</b> Marsh   U.S. Operations. <b>PHONE (A/C, No, Ext):</b> 866-966-4664 <b>FAX (A/C, No):</b> 212-948-5382 <b>E-MAIL ADDRESS:</b> Minneapolis.CertRequest@marsh.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Ecolab Inc. Nalco Company LLC 1 Ecolab Place St. Paul, MN 55102	<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA	19445
	<b>INSURER B:</b> American International Group UK Limited	1120187
	<b>INSURER C:</b> AIU Insurance Company	19399
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGEs****CERTIFICATE NUMBER:**

CHI-008452276-39

**REVISION NUMBER:** 6

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 A	X <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	X	3980263 3980264 (Products)		12/31/2022 12/31/2022	12/01/2023 12/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EACH OCC-PRODUCTS	\$ 2,000,000 \$ 500,000 \$ 0 \$ 2,000,000 \$ 5,000,000 \$ 15,000,000 \$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:  X POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC  OTHER:										
A A A	<b>AUTOMOBILE LIABILITY</b>  ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	X	4888773 (AOS) 4888775 (MA) 4888774 (VA)		12/31/2022 12/31/2022 12/31/2022	12/01/2023 12/01/2023 12/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 5,000,000 \$ \$ \$	
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR  <b>EXCESS LIAB</b> <input checked="" type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$		X	X	62785848		12/31/2022	12/01/2023	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$	
C C C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N  <input checked="" type="checkbox"/> N	N / A	X	WC080880467 (AOS) (incl Stop Gap ND, WA, WY) WC080880468 (CA) WC080880466 (WI)		12/31/2022 12/31/2022 12/31/2022	12/01/2023 12/01/2023 12/01/2023	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 2,000,000 \$ 2,000,000 \$ 2,000,000	
A	OH XS Workers Compensation & Employers Liability				XWC1647370 (OH)  Limits apply excess of \$1M SIR		12/31/2022	12/01/2023	LIMIT	SEE ABOVE	

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

The Certificate Holder and any other persons or organizations are included as additional insured on the auto liability, general / product liability and umbrella liability policies, where required by written contract executed prior to loss. Refer to the attached page "Additional Remarks Schedule" for the applicable additional insured, insurance as primary, waiver of subrogation, notice of cancellation and other endorsements that may apply, where required by written contract. All endorsements are issued on a blanket basis without having to specifically name individual customers or others on an endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Pembroke Pines Attn: Finance Department 601 City Center Way Pembroke Pines, FL 33025	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
<b>AUTHORIZED REPRESENTATIVE</b>	
<i>Marsh USA LLC</i>	

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 3

AGENCY	NAMED INSURED	
Marsh USA Inc.	Ecolab Inc. Nalco Company LLC 1 Ecolab Place St. Paul, MN 55102	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Ecolab Inc.

December 31, 2022-2023

Certificate Description of Operations Language

Named Insured: coverage under the policies shown above apply to Ecolab Inc., its subsidiaries, and business units including but not limited to the following:

Ecolab Inc.	Nalco Company LLC
1 Ecolab Place	1601 West Diehl Road
St. Paul, MN 55102	Naperville, IL 60563

Bioquell Inc.	Abednego Environmental Services, LLC
Chemstar Corporation	Cascade Water
Ecolab Production LLC	ChemStaff
Ecolab USA	Nalco Industrial Outsourcing
EcoSure	Nalco Production LLC
Ecovation, Inc.	Nalco U.S. 2 LLC
Food Protection Services LLC	Nalco Water
Food Safety Specialists, Inc.	Nalco Water Pretreatment Solutions, LLC
FPS Region 3 LLC	Quantum Technical Services, LLC
Kay Chemical	
Lobster Ink US, Inc.	
Microtek Medical, Inc.	
Pest Elimination	
Research Fumigation Co., LLC	
Royal Pest Solutions, Inc.	
Swisher	
Purolite LLC	

Additional Insured: Where required by written contract executed prior to loss, the certificate holder and any person or organization are included as additional insured on the auto liability, general liability and umbrella liability policies. The following endorsements are attached to the policies shown above:

General Liability (Premises/Ongoing Operations) and General Liability (Products/Completed Operations)

Additional Insured-Vendors CG 20 15

Additional Insured-Primary Insurance 74434 (Premises/Ongoing Operations); 94955 (Products/Completed Operations)

General Liability (Premises/Ongoing Operations)

Additional Insured-Owners, Lessees or Contractors - Scheduled Person or Organization CG 20 10

Additional Insured-Managers or Lessors of Premises CG 20 11

Additional Insured-State of Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations CG 20 12

Additional Insured-Designated Person or Organization CG 20 26

Additional Insured-Lessor of Leased Equipment Automatic Coverage CG 20 34

Additional Insured-Owners, Lessees or Contractors-Automatic Status When Requirement in Construction Agreement with You CG 20 33

Additional Insured-Owners, Lessees or Contractors-Automatic Status for Other Parties When Required in Written Construction Agreement CG 20 38

General Liability (Products/Completed Operations)

Additional Insured-Where Required Under Contract or Agreement 94954

Additional Insured-Owners, Lessees or Contractors-Completed Operations CG 20 37

Automobile Liability

Additional Insured-Where Required Under Contract or Agreement 87950

Lessor-Additional Insured and Loss Payee CA 20 01

Insurance Primary as to Certain Additional Insureds 74445



## ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY	NAMED INSURED	
Marsh USA Inc.	Ecolab Inc. Nalco Company LLC 1 Ecolab Place St. Paul, MN 55102	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Waiver of Subrogation: Where required by written contract executed prior to loss, waiver of subrogation is granted on the auto liability, general liability, workers' compensation, and umbrella liability policies. The following endorsements are attached to the policies shown above:

General Liability (Premises/Ongoing Operations) and General Liability (Products/Completed Operations): Waiver of Transfer of Rights of Recovery Against Others to Us CG 24 04

Automobile Liability: Waiver of Transfer of Rights of Recovery Against Others to Us 62897

Workers' Compensation & Employers Liability: Waiver of Our Right to Recover from Others WC000313

Notice of Cancellation: The following endorsements are attached to the policies shown above:

General Liability (Premises/Ongoing Operations), General Liability (Products/Completed Operations) and Automobile Liability: Limited Advice of Cancellation to Scheduled Entities 108538

Workers' Compensation & Employers Liability: Limited Advice of Cancellation Provided Via Email to Entities Other Than the Named Insured

Pesticide or Herbicide Applicator Coverage CG 22 64 is attached to the general liability (premises) liability policy shown above

Blended Pollution Endorsement is attached to the general liability (premises) policy shown above

Waiver of Governmental Immunity Endorsement CG 24 14 is attached to the general liability (premises) policy shown above

Alternate Employer Endorsement WC 00 03 01, WC 00 03 01 A are attached to the workers' compensation policies shown above

Longshore and Harbor Workers' Compensation Act Coverage Endorsement WC 00 01 06 A is attached to the workers' compensation policies shown above

Maritime Coverage Endorsement WC 00 02 01 B (Jones Act) is attached to the workers' compensation policies shown above.

Outer Continental Shelf Lands Act Coverage Endorsement WC 00 01 09 C is attached to the workers' compensation policies shown above.

Umbrella policy territory is WORLDWIDE. Coverage applies excess of retained amounts. This retained limit can be satisfied either through insurance or paid by Ecolab.

Limits shown are in US Dollars (USD)

The insurance evidenced herein and in the referenced policies is not intended to provide coverage beyond that required by written contract, beyond the Named Insured's indemnification obligations or at law.



*City of Pembroke Pines*

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**TENTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES  
AND NALCO COMPANY, LLC.**

**THIS AMENDMENT** ("Tenth 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

**NALCO COMPANY, LLC.**, a Limited Liability Company as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **July 26, 2015**, the Parties entered into the Agreement for Purchase of Potassium Phosphate (NALCO 7396) ("Original Agreement") for an initial **one (1) year** period, which naturally expired on **May 31, 2016**; 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**, on **June 21, 2016**, the Parties executed the First Amendment to the Original Agreement to renew and extend the term of the Original Agreement for a **one (1) year** period which expired on **May 31, 2017**; and,

**WHEREAS**, on **September 14, 2016**, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise the compensation amount owed for Commodities; and,

**WHEREAS**, on **October 17, 2017**, the Parties executed the Third Amendment to the Original Agreement, as amended, to renew and extend the term of the Original Agreement, as amended, for a **one (1) year** period which naturally expired on **May 31, 2018**; and,

**WHEREAS**, on **February 22, 2018**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew and extend the term of the Original Agreement, as amended, for a **one (1) year** period which naturally expired on **May 31, 2019**; and,



*City of Pembroke Pines*

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**WHEREAS**, on **September 25, 2018**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to revise the compensation amount owed for Commodities; and,

**WHEREAS**, on **March 19, 2019**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, to revise and extend the term of the Original Agreement, as amended, for a one (1) year period which naturally expired on **May 31, 2020**; and,

**WHEREAS**, on **June 19, 2019**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to revise the compensation amount owed for Commodities; and,

**WHEREAS**, on **May 6, 2020**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to revise the compensation amount and extend the term of the Original Agreement, as amended, for a one (1) year period which naturally expired on **May 31, 2021**; and,

**WHEREAS**, on **April 21, 2021**, the Parties executed the Ninth Amendment to the Original Agreement, as amended, to revise and extend the term of the Original Agreement, as amended, for a one (1) year period which naturally expires on **May 31, 2022**; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to revise and extend the term of the Original Agreement, as amended, for a one (1) year period which will naturally expire on **May 31, 2023**, and to supplement the terms contained therein as set forth in this Tenth 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 Tenth Amendment, or any subsequent amendment, which is in ~~strike-through~~ 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 Agreement.

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for a one (1) year renewal period, which shall commence on **June 1, 2022** and shall naturally expire on **May 31, 2023**.

**SECTION 4.** Section 3.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:



3.1 Unless stated otherwise, the CITY's compensation to CONTRACTOR for the provision of Commodities hereunder shall be ONE DOLLAR AND EIGHTY-NINE CENTS (\$1.89) ONE DOLLAR AND SIXTY-NINE CENTS (\$1.69) per pound delivered in 3,712 lb totes for two-hundred-seventy-five (275) gallon totes in accordance with Exhibit "A" attached hereto and by this reference made a part hereof. Upon execution of the Tenth Amendment to Agreement, CONTRACTOR may charge the CITY a FOURTY-FIVE CENT per pound (\$0.45/lb) fuel energy surcharge to mitigate the substantial global cost inflation. CONTRACTOR shall monitor the cost surge on the 15<sup>th</sup> day of each month, and once the prices normalize, CONTRACTOR shall cease to apply the surcharge. The CITY reserves the right to dispute the fuel surcharge should fuel energy prices normalize prior to CONTRACTOR's adjustment. The Parties hereby further acknowledge and agree the CITY shall not be charged any additional fees or costs that are not specifically identified in the Agreement. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due to 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

**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



*City of Pembroke Pines*

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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 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



*City of Pembroke Pines*

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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 Tenth Amendment, the Ninth Amendment, the Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Tenth 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 by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and this Tenth Amendment, 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 Tenth Amendment. The exhibits, if not physically attached, should be treated as part of this Tenth Amendment and are incorporated herein by reference.

**SECTION 10.** Each person signing this Tenth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Tenth 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 Tenth Amendment.

**SECTION 11.** This Tenth 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 Tenth 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 24, 2022

BY:

Frank C. Ortis

MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:

Danielle Schwabe

May 23, 2022

BY

DocuSigned by:

Charles F. Dodge

May 23, 2022

CHARLES F. DODGE, CITY MANAGER

Print Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

NALCO COMPANY, LLC.

Signed By: Patrick St. Jules

Print Name: Patrick St. Jules

Title: Inside Sales



1601 W. DIEHL ROAD  
NAPERVILLE, IL 60563-1198

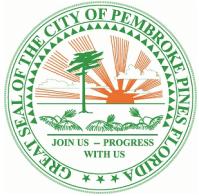
January 26, 2022

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

Dear Mr. Harrel,

Nalco Company will proceed with renewing an additional year with Pembroke Pines with our 7396 at \$1.89/lb. delivered in 3712lb. totes. Please allow at least two weeks for delivery.

Sincerely,  
Patrick St Jules



# 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**

**In Control:** City Commission

**Section:**

**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
<b>Action Text:</b> A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortiz, 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

**Agenda Request Form Continued (22-0136)**

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

Agenda Request Form Continued (22-0136)

- (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.

**Agenda Request Form Continued (22-0136)**

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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)  
04/27/2022

**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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Marsh USA Inc. 333 South 7th Street, Suite 1400  Minneapolis, MN 55402-2400  CN102114095-STND-GAWU-21-22      Nalco		<b>CONTACT</b> <b>NAME:</b> Marsh   U.S. Operations. <b>PHONE (A/C, No. Ext.):</b> 866-966-4664 <b>FAX (A/C, No.):</b> <b>E-MAIL ADDRESS:</b> Minneapolis.CertRequest@marsh.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Union Fire Ins Co Pittsburgh PA <b>NAIC #</b> 19445	
		<b>INSURER B:</b> AIU Insurance Co <b>NAIC #</b> 19399	
		<b>INSURER C:</b> ACE Property & Casualty Insurance Company <b>NAIC #</b> 20699	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGEs**
**CERTIFICATE NUMBER:**

CHI-008452276-36

**REVISION NUMBER:** 6

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 A	X <b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	X	GL3980263 GL3980264 (Products)	12/31/2021 12/31/2021	12/31/2022 12/31/2022	EACH OCCURRENCE	\$ 2,000,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
								MED EXP (Any one person)	\$ 0	
								PERSONAL & ADV INJURY	\$ 2,000,000	
								GENERAL AGGREGATE	\$ 5,000,000	
								PRODUCTS - COMP/OP AGG	\$ 15,000,000	
								EACH OCC-PRODUCTS	\$ 5,000,000	
A A A	<b>AUTOMOBILE LIABILITY</b>  ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		X	X	CA4888773 (AOS) CA4888775 (MA) CA4888774 (VA)	12/31/2021 12/31/2021 12/31/2021	12/31/2022 12/31/2022 12/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
								BODILY INJURY (Per person)	\$	
								BODILY INJURY (Per accident)	\$	
								PROPERTY DAMAGE (Per accident)	\$	
								\$	\$	
C	X <b>UMBRELLA LIAB</b>  EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE		X	X	XEUG27930426007	12/31/2021	12/31/2022	EACH OCCURRENCE	\$ 10,000,000	
								AGGREGATE	\$ 10,000,000	
								\$	\$	
B B B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / N  <input checked="" type="checkbox"/> N / A	X		WC058240059 (AOS) (incl Stop Gap ND,WA,WY) WC058240063 (CA) WC065885849 (NY)	12/31/2021 12/31/2021 12/31/2021	12/31/2022 12/31/2022 12/31/2022	X PER STATUTE E.L. EACH ACCIDENT	OTHE- \$ 2,000,000	
								E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000	
								E.L. DISEASE - POLICY LIMIT	\$ 2,000,000	
B	Workers Compensation Cont.				WC058240061 (WI)	12/31/2021	12/31/2022		SEE ABOVE	

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

The Certificate Holder and any other persons or organizations are included as additional insured on the auto liability, general / product liability and umbrella liability policies, where required by written contract executed prior to loss. Refer to the attached page "Additional Remarks Schedule" for the applicable additional insured, insurance as primary, waiver of subrogation, notice of cancellation and other endorsements that may apply, where required by written contract. All endorsements are issued on a blanket basis without having to specifically name individual customers or others on an endorsement.

**CERTIFICATE HOLDER**

City of Pembroke Pines  
Attn: Finance Department  
601 City Center Way  
Pembroke Pines, FL 33025

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

*Marsh USA Inc.*

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## ADDITIONAL REMARKS SCHEDULE

Page 2 of 4

AGENCY Marsh USA Inc.		NAMED INSURED Ecolab Inc. Nalco Company LLC 1 Ecolab Place St. Paul, MN 55102	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Excess Workers Compensation & Employers Liability Policy:

Carrier: National Union Fire Ins Co of Pittsburgh, PA

Policy Number XWC6583200 (OH)

Effective Date: 12/31/2021

Expiration Date: 12/31/2022

WC: Statutory Benefits / EL: \$2M/\$2M/\$2M

Limits apply excess of \$1M Self-Insured Retention

The Certificate Holder and any other persons or organizations are included as additional insured on the auto liability, general / product liability and umbrella liability policies, where required by written contract executed prior to loss. Refer to the attached page "Additional Remarks Schedule" for the applicable additional insured, insurance as primary, waiver of subrogation, notice of cancellation and other endorsements that may apply, where required by written contract. All endorsements are issued on a blanket basis without having to specifically name individual customers or others on an endorsement.

Ecolab Inc.

December 31, 2021-2022

Certificate Description of Operations Language

Named Insured: coverage under the policies shown above apply to Ecolab Inc., its subsidiaries, and business units including but not limited to the following:

Ecolab Inc.	Nalco Company LLC
1 Ecolab Place	1601 West Diehl Road
St. Paul, MN 55102	Naperville, IL 60563

Bioquell Inc.

Chemstar Corporation	Abednego Environmental Services, LLC
Ecolab Production LLC	Cascade Water
Ecolab USA	ChemStaff
EcoSure	Nalco Industrial Outsourcing
Ecovation, Inc.	Nalco Production LLC
Food Protection Services LLC	Nalco U.S. 2 LLC
Food Safety Specialists, Inc.	Nalco Water
FPS Region 3 LLC	Nalco Water Pretreatment Solutions, LLC
Kay Chemical	Quantum Technical Services, LLC
Lobster Ink US, Inc.	
Microtek Medical, Inc.	
Pest Elimination	
Research Fumigation Co., LLC	
Royal Pest Solutions, Inc.	
Swisher	
Purolite LLC	

Additional Insured: Where required by written contract executed prior to loss, the certificate holder and any person or organization are included as additional insured on the auto liability, general liability and umbrella liability policies. The following endorsements are attached to the policies shown above:

General Liability (Premises/Ongoing Operations) and General Liability (Products/Completed Operations)

Additional Insured-Vendors CG 20 15

Additional Insured-Primary Insurance 74434 (Premises/Ongoing Operations); 94955 (Products/Completed Operations)

**ADDITIONAL REMARKS SCHEDULE**Page 3 of 4

AGENCY Marsh USA Inc.	NAMED INSURED Ecolab Inc. Nalco Company LLC 1 Ecolab Place St. Paul, MN 55102	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

General Liability (Premises/Ongoing Operations)

Additional Insured-Managers or Lessors of Premises CG 20 11

Additional Insured-State of Governmental Agency or Subdivision or Political Subdivision-Permits or Authorizations CG 20 12

Additional Insured-Designated Person or Organization CG 20 26

Additional Insured-Lessor of Leased Equipment Automatic Coverage CG 20 34

Additional Insured-Owners, Lessees or Contractors-Automatic Status When Requirement in Construction Agreement with You CG 20 33

Additional Insured-Owners, Lessees or Contractors-Automatic Status for Other Parties When Required in Written Construction Agreement CG 20 38

General Liability (Products/Completed Operations)

Additional Insured-Where Required Under Contract or Agreement 94954

Additional Insured-Owners, Lessees or Contractors-Completed Operations CG 20 37

Automobile Liability

Additional Insured-Where Required Under Contract or Agreement 87950

Lessor-Additional Insured and Loss Payee CA2001

Insurance Primary as to Certain Additional Insureds 74445

Waiver of Subrogation: Where required by written contract executed prior to loss, waiver of subrogation is granted on the auto liability, general liability, workers compensation and umbrella liability policies. The following endorsements are attached to the policies shown above:

General Liability (Premises/Ongoing Operations) and General Liability (Products/Completed Operations): Waiver of Transfer of Rights of Recovery Against Others to Us CG 24 04

Automobile Liability: Waiver of Transfer of Rights of Recovery Against Others to Us 62897

Workers Compensation &amp; Employers Liability: Waiver of Our Right to Recover from Others WC000313

Notice of Cancellation: The following endorsements are attached to the policies shown above:

General Liability (Premises/Ongoing Operations), General Liability (Products/Completed Operations) and Automobile Liability: Limited Advice of Cancellation to Scheduled Entities 108538

Workers Compensation &amp; Employers Liability: Limited Advice of Cancellation Provided Via Email to Entities Other Than the Named Insured 108538

Pesticide or Herbicide Applicator Coverage CG 22 64 is attached to the general liability (premises) liability policy shown above

Blended Pollution Endorsement is attached to the general liability (premises) policy shown above

Waiver of Governmental Immunity Endorsement CG 24 14 is attached to the general liability (premises) policy shown above

Alternate Employer Endorsement WC000301, WC000301A are attached to the workers compensation policies shown above

Longshore and Harbor Workers Compensation Act Coverage Endorsement WC000106A is attached to the workers compensation policies shown above

Maritime Coverage Endorsement WC000201B (Jones Act) is attached to the workers compensation policies shown above

Outer Continental Shelf Lands Act Coverage Endorsement WC000109C is attached to the workers compensation policies shown above.

Umbrella SIR of USD\$1M is applicable only to General or Products Liability first loss after primary limits are exhausted.

Umbrella POLICY TERRITORY IS WORLDWIDE. As respects the U.S., Umbrella is excess of general liability, auto liability, and employers liability primary coverages. As respects Canada and other countries, coverage applies excess of a retained amount of USD\$5 million per occurrence for general liability and products liability, and USD\$3 million per occurrence for employers liability and auto liability. This retained limit can be satisfied either through insurance or paid by Ecolab.

Limits shown are in US Dollars (USD)

The insurance evidenced herein and in the referenced policies is not intended to provide coverage beyond that required by written contract, beyond the Named



## ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY Marsh USA Inc.	NAMED INSURED Ecolab Inc. Nalco Company LLC 1 Ecolab Place St. Paul, MN 55102	
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Insureds indemnification obligations or at law.

POLICY NUMBER: GL 398-02-63

COMMERCIAL GENERAL LIABILITY  
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING STATUS AS AN ADDITIONAL INSURED FOR ONGOING OPERATIONS YOU PERFORM FOR THEM.	ALL AS REQUIRED BY CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**  
**This insurance does not apply to "bodily injury" or "property damage" occurring after:**

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 12/31/2021 forms a part of  
policy No. GL 398-02-64 issued to ECOLAB INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT**

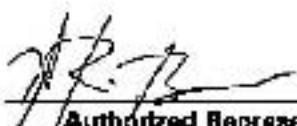
*This endorsement modifies insurance provided under the following:*

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

**SECTION II - WHO IS AN INSURED**, 1., is amended to add:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

1. The coverage and/or limits of this policy, or
2. The coverage and/or limits required by said contract or agreement.



\_\_\_\_\_  
Authorized Representative or  
Countersignature (in States Where  
Applicable)

POLICY NUMBER: GL 3980264

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization contractually requiring as an additional insured for completed operations you perform for them.	All as required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## **ADDITIONAL INSURED**

ACE Property and Casualty Insurance Company (Chubb)

Policy Number XEUG27930426007

December 31, 2021 to December 31, 2022

Enhanced Commercial Umbrella Liability Policy Coverage Form XSE-50762 05/18

### **VII. Definitions**

• "Insured" means:

3. Each of the following:

- b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager, but only for acts within the scope of that person's or organization's duties as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  1. With respect to liability arising out of the maintenance or use of that property; and
  2. Until your legal representative has been appointed
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract. However, no such person or organization is an "insured" with respect to any:
  1. Damages arising out of their sole negligence; or
  2. "Occurrence" that occurs or offense that is committed after the equipment lease ends.
- f. Any person or organization from whom or from which you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract. However, no such person or organization is an "insured" with respect to any:
  1. Damages arising out of their sole negligence;
  2. "Occurrence" that occurs or offense that is committed after you cease to be a tenant in the premises or the lease ends, whichever is later; or
  3. Structural alteration, new construction or demolition operations performed by or on behalf of them.
- g. Any person or organization, other than those described in subparagraphs a. through f. above, if insured under "underlying insurance". Coverage provided by this policy for any such "insured" will be no broader than coverage provided by "underlying insurance". However, this restriction shall not apply to coverages specifically designated to be excess of the "enhanced coverage self-insured retention" or excess of a "scheduled retained limit".
- h. With respect to any coverages provided by this policy excess of a "scheduled retained limit", any person or organization that the "Named Insured" agrees to add as an additional "insured" to this policy by written contract or agreement, but only with respect to "occurrences" first taking place after the effective date of the contract or agreement and not for broader coverage than was required under the terms of such written contract or agreement.



*City of Pembroke Pines*

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**NINTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY, LLC.**

THIS AMENDMENT ("Ninth Amendment"), dated this 21 day of April, 2021, is 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

**NALCO COMPANY, LLC.**, a Limited Liability Company as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1601 West Ditch Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on July 26, 2015, the CITY and CONTRACTOR entered into the Agreement for Purchase of Potassium Phosphate (Nalco 7396) ("Original Agreement") for an initial one (1) year period which expired on May 31, 2016;

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;

WHEREAS, on June 21, 2016, the Parties executed the First Amendment to the Original Agreement to renew the terms of the Original Agreement for a one (1) year period which expired May 31, 2017;

WHEREAS, on September 14, 2016, the Parties executed the Second Amendment to the Original Agreement, as amended, to revise the compensation amount owed for Commodities;

WHEREAS, on October 17, 2017 the Parties executed the Third Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement, as amended, for a one (1) year period which expired on May 31, 2018;

WHEREAS, on February 22, 2018 the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement, as amended, for a one (1) year period which expired on May 31, 2019;

WHEREAS, on September 25, 2018, the Parties executed the Fifth Amendment to the



**City of Pembroke Pines**

Original Agreement, as amended, to revise the compensation amount owed for Commodities;

**WHEREAS**, on March 19, 2019 the Parties executed the Sixth Amendment to the Original Agreement, as amended, to renew the term of the Original Agreement, as amended, for a one (1) year period which expired on on May 31, 2020;

**WHEREAS**, on June 19, 2019, the Parties executed the Seventh Amendment to the Original Agreement, as amended, to revise the compensation amount owed for Commodities;

**WHEREAS**, on May 6, 2020, the Parties executed the Eighth Amendment to the Original Agreement, as amended, to revise the compensation amount owed for Commodities and to renew the term of the Original Agreement, as amended for a one (1) year period which naturally expires on May 31, 2021; and

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to renew the term of Original Agreement, as amended, and to supplement the terms contained therein as set forth in this Ninth Amendment to Original Agreement, as amended.

**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 Ninth Amendment, or any subsequent amendment, which is in ~~strikethrough~~ 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 Agreement.

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for a one (1) year renewal period commencing on June 1, 2021 and naturally expiring on May 31, 2022.

**SECTION 4.** Section 3.1 of the Original Agreement, as amended, is hereby revised and amended as set forth below:

"3.1 Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **ONE DOLLAR AND SIXTY-THREE SIXTY-NINE CENTS (\$1.63) (\$1.69)** per pound delivered for ~~two hundred sevety-five (275)~~ gallon totes and ~~ONE DOLLAR AND FIFTY-SIX CENTS (\$1.56)~~ per pound delivered in bulk loads. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.”

**SECTION 5. Article 14** entitled “Public Records” of the Original Agreement, as amended, is hereby revised and amended as set forth below:

“14.1 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:

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

14.1.2 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;

14.1.3 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

14.1.4 Upon completion of the contract 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.

14.2 The failure of CONTRACTOR to comply with the provisions set forth in this agreement/contract 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**



## *City of Pembroke Pines*

**THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THIS AGREEMENT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
10100 PINES BOULEVARD, 5<sup>TH</sup> FLOOR  
601 CITY CENTER WAY, 4<sup>TH</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
mgraham@ppines.com "**

**SECTION 6. Sections 15.6 and 15.13 of the Original Agreement, as amended are hereby revised and amended, as set forth below:**

“15.6 **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:

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**      **NALCO COMPANY**  
                          1601 West Diehl Road  
                          Naperville, Illinois 60563  
                          Telephone No: (630) 305-1000  
                          Facsimile No: (630) 305-2900"



**15.13 Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida. 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."

**SECTION 7:** Article 15 of the Original Agreement, as amended entitled "Miscellaneous" is hereby revised and amended by the addition of **Section 15.15** and **Section 15.16**, as set forth below:

**15.15 Uncontrollable Forces.** 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, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

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

#### **15.16.1 Definitions for this Section.**

**15.16.1.1 "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.

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

**15.16.1.3 "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.

**15.16.1.4 "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.

**15.16.2 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:

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

**15.16.2.2** 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

**15.16.2.3** 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."

**SECTION 8.** In the event of any conflict or ambiguity by and between the terms and provisions of this Ninth Amendment, the Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Ninth Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 9.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and this Ninth Amendment, shall remain in full force and effect, except as specifically modified herein.



City of Pembroke Pines

**SECTION 10.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Ninth Amendment. The exhibits, if not physically attached, should be treated as part of this Ninth Amendment and are incorporated herein by reference.

**SECTION 11.** Each person signing this Ninth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Ninth 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 Ninth Amendment.

**SECTION 12.** This Ninth 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 Ninth 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.

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

ATTEST:

**CITY:**

CITY OF PEMBROKE PINES

DocuSigned by:

*Marilyn Graham*

April 28, 2021

BY:

*Charles F. Dodge*

MARLENE D. GRAHAM,  
CITY CLERK

CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

*Marlene D. Graham, 4/22/21*  
Print Name: *Sondra S. Gable*  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

NALCO COMPANY LLC

Signed By:

*Patrick St. Giles*  
Print Name: *Patrick St. Giles*  
Title: *Inside Sales*

**From:** [St Jules, Patrick](#)  
**To:** [Harrel, Tyler](#)  
**Subject:** FW: Renewal of Nalco 7396  
**Date:** Thursday, February 04, 2021 2:10:02 PM

---

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Tyler,

For the renewal of Nalco 9396, the new price will be \$1.69/lb. Feel free to reach out to me if you need anything else.

Thank you,  
Patrick

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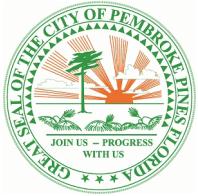
**From:** St Jules, Patrick  
**Sent:** Thursday, February 4, 2021 7:56 AM  
**To:** Harrel, Tyler <tharrel@ppines.com>  
**Subject:** Renewal of Nalco 7396

Good morning, Tyler,

I understand it's that time of year again. When you have the paperwork ready, just send it over to me and I'll take care of everything for you.

Thank you,  
Patrick

CONFIDENTIALITY NOTICE: This e-mail communication and any attachments may contain proprietary and privileged information for the use of the designated recipients named above. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 9.

File ID: 21-0278

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 04/12/2021

Short Title: Contracts Database Report - April 12, 2021

Final Action: 04/21/2021

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

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

\*Agenda Date: 04/21/2021

Agenda Number: 9.

#### Internal Notes:

Attachments: 1. Contract Database Report - April 21, 2021, 2. Nalco Company-Purchase of Potassium Phosphate - 9th Amendment (All Backup)

1 City Commission 04/21/2021 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

#### 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 Agreement shown below is listed on the Contracts Database Report for renewal.

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

1. On July 26, 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 31, 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 eight (8) Amendments, including five (5) one (1) year renewals which extended the term of the agreement to May 31, 2021.
4. The Utilities Department recommends that the City Commission approve this Ninth Amendment to amend the Original Agreement, as amended, and to allow for the Sixth year renewal term commencing June 1, 2021 and ending May 31, 2022, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- Renewal Cost:** \$94,056.95 (55,655 lbs. x \$1.69/lb)
- Amount budgeted for this item in Account No:** Approximately \$31,353 (\$7,838/month x 4 months) for remainder of current FY is available in Account No. 471-533-6031-552430-0000-0000-0000 (Operating Chemicals)
- Source of funding for difference, if not fully budgeted:** Not Applicable
- 5 year projection of the operational cost of the project:**

	Current FY	10/1/2021-5/31/2022	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$31,353.00	\$39,190.40	\$0.00	\$0.00	\$0.00
Net Cost	\$31,353.00	\$39,190.40	\$0.00	\$0.00	\$0.00

- Detail of additional staff requirements:** Not Applicable



**EIGHTH AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY, LLC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 6<sup>th</sup> day of May, 2020, 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

**Nalco Company LLC**, a Limited Liability Company as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

**WHEREAS**, on **July 26, 2015**, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") for an initial **one (1) year** period, commencing on **June 1, 2015** and expiring on **May 31, 2016**; and,

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

**WHEREAS**, on **June 21, 2016** the Parties executed the First Amendment to the Original Agreement, as amended, which updated Article 14 "Public Records" of the Original Agreement and also renewed the Agreement for the first **one (1) year** renewal period extending the agreement through May 31, 2017; and,

**WHEREAS**, on **September 14, 2016** the Parties executed the Second Amendment to the Original Agreement, as amended, which amended Section 3.1 of the Original Agreement adding the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound; and,

**WHEREAS**, on **October 17, 2017** the Parties executed the Third Amendment to the Original Agreement, as amended, which renewed and extended the Original Agreement for the second **one (1) year** renewal period commencing on **June 1, 2017** and terminating on **May 31, 2018**; and,

**WHEREAS**, on **February 22, 2018** the Parties executed the Fourth Amendment to the



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Original Agreement, as amended, for the third one (1) year renewal term commencing on **June 1, 2018** and terminating on **May 31, 2019**; and,

**WHEREAS**, on **September 25, 2018** the Parties executed the Fifth Amendment to the Original Agreement, as amended, which updated Section 3.1 of the Original Agreement to allow for a price increase; and,

**WHEREAS**, on **March 19, 2019** the Parties executed the Sixth Amendment to the Original Agreement, as amended, which updated Section 15.15 entitled "Scrutinized Companies" and renewed the Original Agreement for the fourth one (1) year renewal period commencing on **June 1, 2019** and terminating on **May 31, 2020**; and,

**WHEREAS**, on **June 19, 2019** the Parties executed the Seventh Amendment to the Original Agreement, as amended, which updated Section 3.1 of the Original Agreement to allow for a price increase; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement, as amended, and renew the terms of their contractual relationship as set forth herein; and,

**WHEREAS**, the Parties desire to amend Section 3.1 of the Original Agreement, as amended, to allow for a price increase; and,

**WHEREAS**, the Parties further desire to execute the fifth **one (1) year** renewal option and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.

#### **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.** Section 3.1 of the Original Agreement, as amended, is hereby amended as set forth below:

**3.1** Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **ONE DOLLAR AND SIXTY-THREE CENTS (\$1.63) per pound delivered** for 275 gallon totes, and **ONE DOLLAR AND FIFTY-SIX CENTS (\$1.56) per pound delivered** in bulk loads. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services .All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for the one (1) year renewal period commencing on **June 1, 2020** and terminating on **May 31, 2021**.

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Eighth Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and this Eighth Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 6.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, 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.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

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

ATTEST:

*M. Graham*  
MARLENE D. GRAHAM,  
CITY CLERK

*5/19/2020*

APPROVED AS TO FORM

*J. Horwitz*  
Print Name: *Jacob Horwitz*  
OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY:

*Charles F. Dodge*  
CHARLES F. DODGE  
CITY MANAGER



CONTRACTOR:

NALCO COMPANY LLC

By: *Patrick St. Jules*  
Name: *Patrick St. Jules*  
Title: *Inside Sales*

STATE OF Illinois)  
COUNTY OF DuPage)  
) ss:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8th day of April, 2020, by Patrick St. Jules, of NALCO COMPANY LLC, a Delaware, Limited Liability Company, on behalf of the limited liability company. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification.

*Liana Podman*  
NOTARY PUBLIC

*Liana Podman*  
(Name of Notary Typed, Printed or Stamped)

*Paralegal*  
Title or Rank

Serial Number, if any



# City of Pembroke Pines, FL

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

## Agenda Request Form

Agenda Number: 11.

File ID: 20-0351

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda  
Section:

In Control: City Commission

File Created: 04/09/2020

Short Title: Contracts Database Report - May

Final Action: 05/06/2020

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

- (A) A Love for Language - Part-Time Speech Language Pathologist - Renewal**
- (B) Planet T Uniforms, Inc. - Charter School Uniforms - Renewal**
- (C) Safeguard Services, Inc. - Business Lease - Renewal**
- (D) Nalco Company, LLC - Purchase and Delivery of Potassium Phosphate - Renewal**

\*Agenda Date: 05/06/2020

Agenda Number: 11.

### Internal Notes:

**Attachments:** 1. Contracts Database Report - May 6, 2020, 2. A Love for Language - Speech Language and Pathology Services Agreement (all backup), 3. Planet T Uniforms - Charter School Uniforms - 1st Amendment (all backup), 4. Safeguard Services, Inc. - Business Lease Agreement (all backup), 5. Nalco Company - Purchase of Potassium Phosphate (all backup)

1 City Commission 05/06/2020 approve Pass

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

Aye: - 5 Mayor Orlis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Chanzes

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) A Love for Language - Part-Time Speech Language Pathologist - Renewal**

1. On September 5, 2019, the City entered into a Professional Services Agreement with A Love for Language, Inc. for an initial one (1) year period, commencing July 1, 2019 and expiring June 30, 2020.
2. The City of Pembroke Pines Charter Schools utilizes A Love for Language to provide part-time speech language pathology services.
3. Section 3.1 of the Original Agreement allows for one (1) additional two (2) year renewal term upon mutual consent, evidenced by a written Amendment.
4. The Charter Schools recommend that the City Commission approve this First Amendment for the two (2) year renewal term commencing July 1, 2020 and ending June 30, 2022, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Annual Renewal Cost:** \$26,000
- b) **Amount budgeted for this item in Account No:** Professional & Tech Services Account 172-569-5053-31310-5250-310
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$ .00	\$ .00	\$ .00	\$ .00	\$ .00
Expenditures	\$26,000.00	\$26,000.00	\$ .00	\$ .00	\$ .00
Net Cost	\$26,000.00	\$26,000.00	\$ .00	\$ .00	\$ .00

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

**(B) Planet T Uniforms, Inc. - Charter School Uniforms - Renewal**

1. On October 19, 2017, the City entered into a Franchise Agreement with Planet T Uniforms, Inc. for an initial three (3) year period, commencing October 19, 2017 and expiring October 18, 2020.
2. The City of Pembroke Pines awarded Planet T Uniforms, Inc. the exclusive right to provide school uniforms with logos and to provide uniform services to the City of Pembroke Pines Charter Schools.
3. Section 2.1 of the Original Agreement allows for one (1), three (3) year renewal term upon mutual consent of the Parties.
4. The City of Pembroke Pines Charter Schools Department recommends that the City Commission approve this First Amendment for the three (3) year renewal term commencing October 19, 2020 and ending October 18, 2023, as allowed by the Agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Cost:** None. The Charter Schools will receive revenue in the form of franchise fees and surcharges.
- b) **Amount budgeted for this item in Account No:** Below is the estimated contributions allocation for the Charter Schools:

Site	Account Coding	Projected Enrollment	Allocation %	Est. Contributions
Elementary Schools	170-366015-5051-3440	1900	31.49%	\$53,530.00
Middle Schools	170-366015-5052-3440	1335	22.13%	\$37,611.87
Academic Village	170-366015-5053-3440	2100	34.80%	\$59,164.73
FSU Elementary	170-366015-5061-3440	699	11.58%	\$19,693.40
Totals	6034	100.00%	\$170,000.00	

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **3 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$170,000.00	\$170,000.00	\$170,000.00	\$0.00	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$170,000.00	\$170,000.00	\$170,000.00	\$0.00	\$0.00

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

**(C) Safeguard Services, Inc. - Business Lease - Renewal**

1. On September 4, 2018, the City entered into a Lease Agreement with Safeguard Services, Inc. for an initial one (1) year period, commencing June 1, 2018 and expiring May 31, 2019.
2. The City of Pembroke Pines Public Services Department leases a portion of the premises located at 13975 Pembroke Road Suite B Pembroke Pines, FL 33027 to Safeguard Services,

Inc.

3. Section 1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On January 30, 2019 the City executed the First Amendment of the Original Agreement to enter into the first one (1) year renewal term.
5. The Public Services Department recommends that the City Commission approve this Second Amendment for the one (1) year renewal term commencing on June 1, 2020 and ending on May 31, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) **Renewal Revenue:** \$89,775 plus sales tax (currently 6.5%)
- b) **Amount budgeted for this item in Account No:** 1-362030-6001 (Rental -City Facilities)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$29,925.00	\$59,850.00	\$0.00	\$0.00	\$0.00
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$29,925.00	\$59,850.00	\$0.00	\$0.00	\$0.00

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

**(D) Nalco Company, LLC - Purchase and Delivery of Potassium Phosphate - Renewal**

1. On July 26, 2015, the City Commission approved to enter into an Agreement with Nalco Company, LLC, for an initial one (1) year period, commencing June 1, 2015 and expiring May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Nalco Company, LLC to provide the delivery of Potassium Phosphate.
3. Section 2.2 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. To date the agreement has had seven (7) Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2020.
5. The Utilities Department recommends that the City Commission approve this Eighth Amendment to amend Section 3.1 of the Agreement and to allow for the Fifth year renewal term commencing June 1, 2020 and ending May 31, 2021, as allowed by the agreement.

**FINANCIAL IMPACT DETAIL:**

- a) Renewal Cost:** \$90,717.65 (55,655 lbs. x \$1.63/lb)
- b) Amount budgeted for this item in Account No:** \$90,717.65 in Account No. 471-533-6031-52430 (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:** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures	\$30,239.22	\$60,478.43	\$0.00	\$0.00	\$0.00
Net Cost	\$30,239.22	\$60,478.43	\$0.00	\$0.00	\$0.00

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



**SEVENTH AMENDMENT TO THE AGREEMENT FOR PURCHASE OF POTASSIUM  
PHOSPHATE (NALCO 7396)  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY, LLC.**

THIS AGREEMENT ("Agreement"), dated this 19<sup>th</sup> day of June 2019, 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

**NALCO COMPANY, LLC.**, a foreign limited liability company, authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

**WHEREAS**, on July 26, 2015, the CITY and CONTRACTOR entered into an Agreement for Purchase and Delivery of Potassium Phosphate (Nalco 7396) – ("Original Agreement") for an initial one (1) year period, which expired on May 31, 2016; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for additional **one (1) year** terms upon mutual consent of the parties; and,

**WHEREAS**, on June 21, 2016, the Parties executed the First Amendment to the Original Agreement which amended Article 14 – Public Records and also renewed the agreement for the first one (1) year renewal period extending the term of the agreement through May 31, 2017; and,

**WHEREAS**, on September 14, 2016, the Parties executed the Second Amendment to the Original Agreement, as amended, which amended Section 3.1 adding the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound; and,

**WHEREAS**, on October 17, 2017, the Parties executed the Third Amendment to the Original Agreement, as amended, for the second one (1) year renewal term commencing on June 1, 2017 and terminating on May 31, 2018; and,

**WHEREAS**, on February 22, 2018, the Parties executed the Fourth Amendment to the Original Agreement, as amended, for the third one (1) year renewal term commencing on June 1, 2018 and terminating on May 31, 2019.



**WHEREAS**, on September 25, 2018, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to allow a price increase for totes; and,

**WHEREAS**, on March 19, 2019, the Parties executed the Sixth Amendment to the Original Agreement, as amended, for the fourth one (1) year renewal term commencing on June 1, 2019 and terminating on May 31, 2020.

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

**WHEREAS**, the Parties specifically seek to amend the Original Agreement, as amended to allow a price increase for totes, loads under 1,000lbs and loads above 1,000lbs.

#### **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 follows:

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

**SECTION 2.** Section 3.1 is hereby amended as follows:

3.1 Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **ONE DOLLAR AND FIFTY-EIGHT CENTS (\$1.58)** per pound delivered for totes. Loads under 1,000 lbs shall be **ONE DOLLAR AND FIFTY-EIGHT CENTS (\$1.58)** per pound and loads above 1,000 lbs will be **ONE DOLLAR AND FIFTY-ONE CENTS (\$1.51)**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services..

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and this Seventh Amendment, shall remain in full force



and effect, except as specifically modified herein.

**SECTION 5.** Each Exhibit referred to in the Original Agreement, as amended, except as repealed herein, 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.

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HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

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

ATTEST:

MARLENE D. GRAHAM,  
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

WITNESSES

Patricia A Allen

Print Name: Patricia A Allen

Georgette Van Daff

Print Name: Georgette Van Daff

STATE OF Illinois)  
COUNTY OF Dodge) ss:

**CITY:**

CITY OF PEMBROKE PINES

BY:

Charles F. Dodge  
CHARLES F. DODGE  
CITY MANAGER

**CONTRACTOR:**

NALCO COMPANY, LLC.

BY:

Patrick St Jules  
Print Name: Patrick St Jules

Title: Inside Sales



NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



# City of Pembroke Pines, FL

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

## Agenda Request Form

### Agenda Number: 2.

File ID: 13-2769

Type: Commission Items

Status: Passed

Version: 0

Agenda  
Section:

In Control: City Commission

File Created: 10/07/2013

**Short Title:** Ratify the Purchase of Potassium Phosphate from  
Nalco Company

**Final Action:** 11/06/2013

**Title:** MOTION TO RATIFY THE CITY MANAGER'S APPROVAL TO PAY THE  
INVOICE TO NALCO COMPANY FOR THE PURCHASE OF POTASSIUM  
PHOSPHATE, FOR THE WATER TREATMENT PLANT, IN THE AMOUNT  
OF \$44,292.

\*Agenda Date: 11/06/2013

Agenda Number: 2.

#### Internal Notes:

**Attachments:** 1. City Manager Approval, 2. Sole Source Letter, 3. Nalco Invoice # 97633177, 4. Check # 295958

0	Public Services	10/30/2013	sent for approval	Budget
0	Budget	10/30/2013	returned for additional information	Finance Director
0	Finance Director	10/30/2013	Approved as to Financial Impact Form	City Attorney
0	City Attorney	10/30/2013	Reviewed by Legal	Assistant City Manager
0	Assistant City Manager	10/30/2013	sent for approval	Commission Auditor
0	Commission Auditor	10/30/2013	Approved by Commission Auditor	City Manager
0	City Manager	10/31/2013	approved for the agenda	City Clerk
0	City Commission	11/06/2013	approve	Pass

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

Aye: - 6 Mayor Ortis, Castillo, Schwartz, Shechter, Commissioner Shechter, and  
Commissioner Siple

Nay: - 0

MOTION TO RATIFY THE CITY MANAGER'S APPROVAL TO PAY THE INVOICE TO NALCO  
COMPANY FOR THE PURCHASE OF POTASSIUM PHOSPHATE, FOR THE WATER

TREATMENT PLANT, IN THE AMOUNT OF \$44,292.

**SUMMARY EXPLANATION AND BACKGROUND:**

1. The City of Pembroke Pines currently purchases Potassium Phosphate for the lime softening process in the Water Treatment Plant.
2. In July, the Chief Water Plant Operator, was informed by the sole source vendor, Nalco Company, that Potassium Phosphate was no longer available in a powder form and would have to be purchased in a liquid form.
3. When the Chief Water Plant Operator calculated the conversion of Potassium Phosphate from powder to liquid to determine the quantity needed, he miscalculated and ordered \$44,292 worth of product.
4. The City was not able to return the product as it is in liquid form and has already been delivered and stored in the City's Storage Tanks.
5. The quantity ordered would be enough to last the entire year and the City has been ensured that the shelf life of the product will also last the entire year.
6. On October 21, 2013, the City of Pembroke Pines issued check number 295958 in the amount of \$44,292 with the understanding that an agenda item will be taken to Commission to ratify the purchase according to section §35.21 "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 proposal procedures were followed."
7. The Purchasing Manager has discussed the procurement policy with the Department to ensure that they are properly informed on the correct procedures for all purchases.
8. Request Commission to ratify the City Manager's approval to pay the invoice to Nalco Company for the purchase of Potassium Phosphate, for the Water Treatment Plant, in the amount of \$44,292.

**Item has been reviewed by the Commission Auditor and approved for the Agenda.**

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** \$44,292, this has already been paid on October 21, 2013 - check # 295958.
- b) **Amount budgeted for this item in Account No:** Funds were paid from the following account: 471-533-6031-52430 - 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:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable.



**SIXTH AMENDMENT TO THE AGREEMENT FOR PURCHASE OF POTASSIUM  
PHOSPHATE (NALCO 7396)  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY, LLC.**

THIS AGREEMENT, dated this 1<sup>st</sup> day of March 2019, 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

**NALCO COMPANY, LLC.**, a Company authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "Parties".

**WHEREAS**, on **July 26, 2015**, the CITY and CONTRACTOR entered into an Agreement for **Purchase and Delivery of Potassium Phosphate (Nalco 7396)** – ("Original Agreement") for an initial **one (1) year** period, which expired on **May 31, 2016**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for additional **one (1) year** terms upon mutual consent of the parties; and,

**WHEREAS**, on **June 21, 2016**, the Parties executed the First Amendment to the Original Agreement which amended **Article 14 – Public Records** and also renewed the agreement for the first **one (1) year** renewal period extending the term of the agreement through **May 31, 2017**; and,

**WHEREAS**, on **September 14, 2016**, the Parties executed the Second Amendment to the Original Agreement, as amended, which amended **Section 3.1** adding the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound; and,

**WHEREAS**, on **October 17, 2017**, the Parties executed the Third Amendment to the Original Agreement, as amended, for the **second one (1) year renewal term** commencing on **June 1, 2017** and terminating on **May 31, 2018**; and,

**WHEREAS**, on **February 22, 2018**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, for the **third one (1) year renewal term** commencing on **June 1, 2018** and terminating on **May 31, 2019**.

**WHEREAS**, on **September 25, 2018**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, to allow a price increase for totes; and,



**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

**WHEREAS**, the Parties also seek to amend **Article 15 – Miscellaneous** of the Original Agreement, as amended, pursuant to a newly enacted Florida Law, specifically Section 287.135, Florida Statutes entitled “Scrutinized Companies”, requiring that each public agency contract for services must include a provision that requires the contractor to comply with the statute, and sets forth specific mandates; and,

**WHEREAS**, the Parties specifically seek to execute the **Sixth Amendment** and fourth one (1) year renewal option and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.

#### **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 follows:

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

**SECTION 2.** The Parties hereby agree that **Article 15 – Miscellaneous** is amended to include the following:

**15.15 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 Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

15.15.1 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 s. 215.4725 or is engaged in a boycott of Israel; or

15.15.2 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:

15.15.2.1 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 s. 215.473; or



15.15.2.2 Is engaged in business operations in Syria.

**SECTION 3.** The Original Agreement is hereby renewed for the **fourth one (1) year** renewal period commencing on **June 1, 2019** and terminating on **May 31, 2020**.

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 6.** Each Exhibit referred to in the Original Agreement, as amended, except as repealed herein, 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.

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City of Pembroke Pines

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

ATTEST:

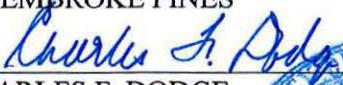
  
MARLENE D. GRAHAM,  
CITY CLERK

3/9/19

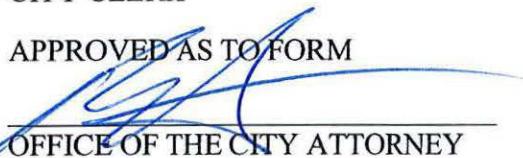
CITY:

CITY OF PEMBROKE PINES

BY:

  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

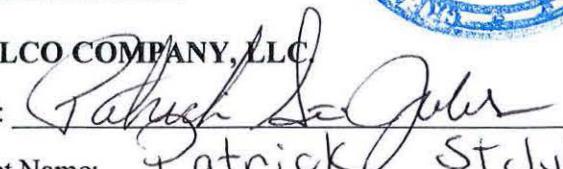
  
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

NALCO COMPANY, LLC

BY:

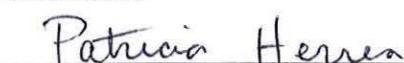
  
Print Name: Patrick St. Jules

Title: Inside Sales

WITNESSES

  
Patricia A. Allen

Print Name

  
Patricia A. Allen

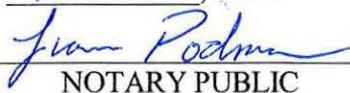
Print Name

STATE OF Illinois)

COUNTY OF DuPage) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Patrick St. Jules Inside Sales of NALCO COMPANY, LLC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of NALCO COMPANY, LLC., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 3 day of March, 2019.

  
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





# City of Pembroke Pines, FL

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

## Agenda Request Form

Agenda Number: 3(R)

File ID: 19-0182

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 02/11/2019

Short Title:

Final Action: 02/20/2019

**Title:** MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) NC4 Public Sector LLC - Purchase of Crime Fighting Software Package to Assist Officers in Combatting Crime.
- (B) MACCABI LANDSCAPE SERVICES, INC. - GROUNDS MAINTENANCE, CITYWIDE.
- (C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE.
- (D) BAPTIST HEALTH SOUTH FLORIDA - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER.
- (E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER.
- (F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT
- (G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE - FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.
- (H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685.
- (I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT).
- (J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396).

- (K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE.
- (L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).
- (O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS.
- (S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).
- (T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).
- (V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP).

\*Agenda Date: 02/20/2019

Agenda Number: 3(R)

**Internal Notes:**

**Attachments:** 1. Contract Database Report - February 20, 2019 (Final), 2. NC4 Public Sector LLC -Software Agreement (All Back Up to Master), 3. Maccabi Landscape, Corp - Citywide Trees, Plants & Other Landscape Materials (ALL BACKUP)(AI), 4. Tropical Touch Garden, Inc - Citywide Trees, Plants (ALL BACKUP)(AI), 5. Baptist Health South Florida, Inc. -Professional Health and Wellness Events – Community Services Dept. (ALL BACKUP)(AI), 6. South Florida Institute on Aging, Inc. - Volunteering Services (ALL BACKUP)(AI), 7. Safeguard Services, Inc. - Janitorial Services at the Police Department (ALL BACKUP)(AI), 8. University of North Florida Grant Training and Services Institute, Inc. - DBA (IPTM) (ALL BACKUP), 9. Fort Bend - Purchase of FBS C1685 - Previously C1282 (ALL BACKUP)(AI), 10. Morton Salt, Inc. - CO-OP Agreement (ALL BACKUP) (1), 11. Nalco Company, LLC - Purchase of Potassium Phosphate (7396) (ALL BACKUP)(AI), 12. Vitas Healthcare Corporation - Original Agreement - (ALL BACKUP)(AI), 13. Access Builders, Inc - General Contractors for Home Repair Projects - (ALL BACKUP), 14. Cosugas LLC - General Contractors for Home Repair Projects ( FULLY EXECUTED), 15. EPS Building Construction Corp - GC for Home Repair Projects (Expansion)(ALL BACKUP), 16. Fleming Executive Group, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 17. Fundamental Engineering and Construction - General Contractors for Home Repair Projects (ALL BACKUP), 18. GDS Construction Group, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 19. James Joyce Construction Corp - General Contractors for Home Repair Projects (FULLY EXECUTED), 20. Proficient Construction Company - General Contractors for Home Repair Projects (Expansion)(ALL BACKUP), 21. R & B Remodeling, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 22. RicMon Group LLC - General Contractors for Home Repair Projects (Expansion)(ALL BACKUP), 23. Stacy Bomar Construction LLC - General Contractors for Home Repair Projects (ALL BACKUP), 24. Whyte-Way Construction, Inc - General Contractors for Home Repair Projects (ALL BACKUP), 25. Work 4 U Corp - General Contractors for Home Repair Projects ALL BACKUP, 26. Allied Universal Corp. - Chlorine, Liquid in Cylinders CO-OP (2017-2019)

1	City Commission	02/20/2019	approve	Pass
<p><b>Action Text:</b> Motion was made on 3(B) by Commissioner Siple, seconded by Commissioner Castillo, to approve the Contract Database Report recommendation on Maccabi Landscape Services, Inc-Grounds Maintenance, Citywide. Commissioner Siple asked for a clarification of the cost because it was not listed in the item. Procurement Director Mark Gomes said the cost was \$1,000,000 dollars, for additional plant materials and work to be done citywide. The motion carried by the following vote:</p>				
		Aye: - 5	Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.	
<p>Nay: - 0</p>				
1	City Commission	02/20/2019	approve	Pass
<p><b>Action Text:</b> Motion was made on Item 3(C) by Commissioner Siple, seconded by Commissioner Castillo, to approve the Contract Database Report recommendation on Tropical Touch Garden Center-Grounds Maintenance Citywide. The motion carried by the following vote:</p>				
		Aye: - 5	Mayor Ortis, Commissioner Castillo, Commissioner Schwartz, Commissioner Siple, and Vice Mayor Good Jr.	
<p>Nay: - 0</p>				
1	City Commission	02/20/2019	approve	Pass

**Action Text:** A motion on Item 3(D) was made by Commissioner Siple, seconded by Commissioner Schwartz, to approve the Contract Database Report recommendation on Baptist Health South Florida-Programming to improve the health and wellness of members of the City of Pembroke Pines Senior Center.

Commissioner Siple said since the Commission was being asked to approve the original agreement, and the original agreement said four (4) classes, and the amendment to the agreement states two (2) classes monthly.

Finance Director Lisa Chong said the amendment to the agreement reduced the number of classes per month to two (2).

The motion carried by the following vote: The motion carried by the following vote:

**Notes:**

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

Nay: - 0

1 City Commission 02/20/2019 approve Pass

**Action Text:** A motion on Item 3(R) was made by Commissioner Siple, seconded by Commissioner Schwartz, to approve the Contract Database Report recommendation on James Joyce Construction Corp-Home Repair Projects.

**Notes:**

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

Nay: - 0

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MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEM LISTED ON THE CONTRACT DATABASE REPORT:

- (A) NC4 Public Sector LLC - Purchase of Crime Fighting Software Package to Assist Officers in Combatting Crime.
- (B) MACCABI LANDSCAPE SERVICES, INC. - GROUNDS MAINTENANCE, CITYWIDE.
- (C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE.
- (D) BAPTIST HEALTH SOUTH FLORIDA - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER.
- (E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER.
- (F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT
- (G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE - FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.
- (H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685.
- (I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT).
- (J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396).
- (K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE.
- (L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).
- (O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME

REPAIR PROJECTS.

- (R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS.
- (S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).
- (T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION).
- (V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS.
- (Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP).

**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 December 2018, January and February 2019 Contract Database Report.

**(A) NC4 PUBLIC SECTOR LLC - PURCHASE OF CRIME FIGHTING SOFTWARE PACKAGE TO ASSIST OFFICERS IN COMBATTING CRIME.**

1. On August 5, 2015, the City Commission approved to enter into Software License and

Management Services Agreement for an initial three (3) year period commencing on August 20, 2015 and ending on August 19, 2018.

2. The City of Pembroke Pines Police Department utilizes NC4 Public Sector LLC for the officers to have the capability to create real time crime bulletins for a wanted subject or missing person which includes photographs and video.
3. Pursuant to Section 12.1 of the Original Agreement, this agreement shall renew in yearly or greater increments upon written notice by Customer of its intent to renew upon thirty (30) days prior to the end of any term.
4. On July 12, 2016, the Parties agreed to start the maintenance period effective May 1, 2016, extending the Original Agreement to April 30, 2019.
5. The City of Pembroke Pines Police Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on May 1, 2019 and expiring April 30, 2020, as allowed by the agreement.

**(B) MACCABI LANDSCAPE SERVICES, INC. & - GROUNDS MAINTENANCE, CITYWIDE**

1. On February 21, 2018, the City Commission approved to enter into a Contractual Services Agreement to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise for an initial one (1) year period commencing on April 9, 2018 and expiring on April 8, 2019.
2. The City of Pembroke Pines Public Service Department desire to amend the Original Agreement to include additional trees, plants, that may be utilized by the Contractor as requested by the City, on as needed basis.
3. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for one (1) additional one (1) year term.
4. The Public Services Department recommends renewal of the Original Agreement for its final one (1) year term, commencing on April 9, 2019 and expiring April 8, 2020, as allowed by the agreement.

**(C) TROPICAL TOUCH GARDEN CENTER - GROUNDS MAINTENANCE, CITYWIDE**

1. On September 6, 2017, the City Commission authorized the advertisement of PSPW-17-06 "Citywide Trees, Plants, and Other Landscaping Materials", which was advertised on October 23, 2017.
2. On February 21, 2018, the City Commission approved to enter into a Contractual Services

Agreement to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise for an initial one (1) year period commencing on April 3, 2018 and expiring on April 2, 2019.

3. The City of Pembroke Pines Public Service Department desire to amend the Original Agreement to include additional trees, plants, that may be utilized by the Contractor as requested by the City, on as needed basis.
4. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for one (1) additional one (1) year term.
5. The City of Pembroke Pines Public Services Department recommends that the City renew this Agreement for its final one (1) year term, commencing on April 3, 2019 and expiring April 2, 2020, as allowed by the agreement.

**(D) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of Members of COPP/Senior Center.**

1. On February 19, 2014, the City Commission approved to enter into an agreement with Baptist Health South Florida, Inc. for an initial one (1) year period commencing on March 3, 2014 and ending on March 2, 2015.
2. The City of Pembroke Pines Southwest Focal Point Senior Center provides reasonable space for classes for a minimum of 20 participants. Baptist Health South Florida, Inc. has been offering programming to improve the health and wellness of the members. Exercise classes are provided by qualified professional at no cost to the participants.
3. On January 17, 2018 the Commission approved an Amendment to reduce the classes sponsored by Baptist Health of South Florida, Inc. from (4) to two (2) classes monthly.
4. Pursuant to Section 8 of the Original Agreement, the term may be extended for additional one (1) year renewal terms upon the execution of a written amendment.
5. To date, the agreement has had six Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2019.
6. The Community Services Department recommends the renewal of the Original Agreement for an additional one (1) year term, commencing on June 1, 2019 and expiring on May 31, 2019, as followed by the agreement.

**(E) SOUTH FLORIDA INSTITUTE ON AGING, INC. - VOLUNTEERING SERVICES AT SOUTHWEST FOCAL POINT SENIOR CENTER**

1. On May 21, 2012, the City entered into an Agreement with South Florida Institute on Aging, Inc. f/k/a Impact Broward, Inc. for a one (1) year period, which expired on May 21, 2013 to provide volunteer services at the City's Southwest Focal Point Community Center.
2. Pursuant to section 1(B) of the Original Agreement, the Agreement may be renewed for additional one (1) year terms.
3. To date, the agreement has had six Amendments, which extended the term of the agreement to May 21, 2019.
3. The City's Community Services Department recommends the renewal of the Original Agreement for its final one (1) year term, commencing on May 21, 2019 and expiring on May 20, 2020, as allowed by the agreement.

**(F) SAFEGUARD SERVICES, INC. - JANITORIAL SERVICES FOR THE POLICE DEPARTMENT**

1. On May 6, 2015, the City Commission approved to enter into an agreement with Safeguard Services, Inc. for an initial two (2) year period to perform janitorial services to three locations of the police department. The locations are East Station, West Station and Training Facility.
2. On November 30, 2015, the Parties executed the First Amendment to the Original Agreement to waive the Performance Bond.
3. On July 6, 2017, the Parties executed the Second Amendment to the Original Agreement to renew exercise the first renewal option.
4. On September 4, 2018, the Parties executed the Third Amendment to the Original Agreement to add janitorial services to the VIN office.
5. The Police Department recommends the renewal of the Original Agreement for its final two (2) year term commencing June 1, 2019 and terminating on May 31, 2021, as allowed by the agreement.

**(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE INC.  
DBA INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT (IPTM)- FUNDNG  
FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT  
CAMPAIGN.**

1. On October 17, 2018, the City Commission approved to enter into an agreement where the Florida Department of Transportation, through a partnership with the Institute of Police Technology and Management (IPTM) at the University of North Florida in Jacksonville was seeking law enforcement support to educate and enforce safe pedestrian, bicyclist, and driver behaviors in high priority counties identified throughout the state.

2. The Parties entered in to the agreement on October 31, 2018 with a termination date of May 17, 2019.
3. The agreement does not allow for renewal terms.
4. The Police Department will apply for another period once the applications become available, which is expected around August 2019.

**(H) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1685**

1. On May 20, 2015 the City Commission approved to enter into a Purchasing Agreement with Fort Bend Services, Inc. for an initial one (1) year period, commencing on June 1, 2015 and expiring May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Fort Bend Services to provide FBS C1282 Polymer for Wastewater Bio-solids De-watering at the City's centrifuges.
3. Pursuant to Section 2.2 of the Original Agreement, the term can be renewed for additional one (1) year periods upon mutual consent, evidenced by a written Amendment.
4. To date, the Parties have exercised their option to renew the agreement twice extending the term to May 31, 2019.
5. The Utilities Department recommends that the City approve the Fourth Amendment to renew the Agreement for an additional one (1) year term commencing on June 1, 2019 and expiring on May 31, 2020, as allowed by the agreement.

**(I) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)**

1. On May 31, 2017, the City entered into a CO-OP Agreement utilizing the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) Bid # 2017-024 with Morton Salt, Inc. for an initial one (1) year period, expiring May 30, 2018.
2. The City of Pembroke Pines Utilities Department utilizes Morton Salt, Inc. as the primary provider for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt.
3. Pursuant to Section 5.01 of the Co-Op Agreement, the term may be renewed for three (3) additional one (1) year terms upon mutual written consent.
4. To date, the Parties have exercised their first renewal option which commenced on May 31, 2018 and terminates on May 30, 2019.
4. The Utilities Department recommends that the City approve the renewal of the Agreement, for the second additional one (1) year term commencing May 31, 2019 and terminating on May 30, 2020, as allowed by the agreement.

**(J) NALCO COMPANY - PURCHASE OF POTASSIUM PHOSPHATE (7396)**

1. On May 20, 2015, the City Commission approved to enter into an agreement with Nalco Company for an initial one (1) year period commencing on June 1, 2015 and ending on May 31,

2016.

2. The City of Pembroke Pines Utilities Department utilizes Nalco Company for the purchase and delivery of Potassium Phosphate (Nalco 7396).
3. Pursuant to Section 2.2 of the Original Agreement, the term may be renewed for additional one (1) year terms upon mutual written consent.
4. On September 14, 2016, the City and Nalco Company agreed to amend the Original Agreement to add the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound.
5. To date, the Agreement has had five Amendments, including three (3) one (1) year renewals which extended the term of the Agreement to May 31, 2019.
6. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2019 and ending on May 31, 2020, as allowed by the agreement.

**(K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE**

1. On June 6, 2011, the City entered into an agreement with Vitas Healthcare Corporation for a one (1) year period expiring June 5, 2012.
2. To date, the agreement has had seven (7) Amendments for seven (7) one (1) year renewals which extended the term of the agreement to June 5, 2019.
3. The City of Pembroke Pines Community Services Department utilizes Vitas Healthcare Corporation to provide bereavement support services, as well as information concerning hospice, palliative care and other related topics to residents of the Southwest Focal Point Senior Center and other individuals.
4. Pursuant to section 1.B. of the Original Agreement, the Agreement may be renewed for additional one (1) year terms.
5. The City of Pembroke Pines Community Services recommends that the City renew the Agreement for an additional one (1) year term, commencing on June 6, 2019 and expiring June 5, 2020, as allowed by the agreement.

**(L) ACCESS BUILDERS, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.

2. On June 13, 2018, the City entered into such an Agreement with Access Builders, Inc. for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Access Builders, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(M) COSUGAS, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On May 29, 2018, the City entered into such an Agreement with Cosugas, LLC. for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Cosugas, LLC from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(N) EPS BUILDING CONSTRUCTION CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 4, 2018, the City entered into such an Agreement with EPS Building Construction Corp. for a period beginning on October 4, 2018, and expiring June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes EPS Building Construction Corp. from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(O) FLEMING EXECUTIVE GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 4, 2018, the City entered into such an Agreement with Fleming Executive Group, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Fleming Executive Group, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(P) FUNDAMENTAL ENGINEERING & CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 18, 2018, the City entered into such an Agreement with Fundamental Engineering & Construction, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes Fundamental Engineering & Construction, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(Q) GDS CONSTRUCTION GROUP, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 5, 2018, the City entered into such an Agreement with GDS Construction Group, Inc. for a two (2) year period commencing nun pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes GDS Construction Group, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development

Department will start the procurement process for these services.

**(R) JAMES JOYCE CONSTRUCTION CORP. - HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 4, 2017, the City entered into such an Agreement with James Joyce Construction Corp. for a two (2) year period commencing nunc pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes James Joyce Construction Corp. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(S) PROFICIENT CONSTRUCTION COMPANY - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 3, 2018, the City entered into such an Agreement with Proficient Construction Company for a period ending on June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes Proficient Construction Company from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(T) R & B REMODELING, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 5, 2018, the City entered into such an Agreement with R & B Remodeling, Inc. for a two (2) year period commencing nunc pro tunc on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number

of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(U) RICMON GROUP, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS (EXPANSION)**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On September 9, 2018, the City Commission approved the expansion of pool of General Contractors maintaining the expiration date of June 7, 2019.
3. On October 23, 2018, the City entered into such an Agreement with RicMon Group, LLC. for a period ending June 7, 2019.
4. The City of Pembroke Pines Planning and Development Department utilizes RicMon Group, LLC. from a pool of General Contractors approved by the City to perform a number of home repair services.
5. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
6. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(V) STACY BOMAR CONSTRUCTION, LLC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 26, 2018, the City entered into such an Agreement with Stacy Bomar Construction, LLC. for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

**(W) WHYTE-WAY CONSTRUCTION, INC. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8,

- 2017, and expiring June 7, 2019.
2. On June 4, 2018, the City entered into such an Agreement with Whyte-Way Construction, Inc. for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
  3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
  4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
  5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

#### **(X) WORK 4 U CORP. - GENERAL CONTRACTORS FOR HOME REPAIR PROJECTS**

1. On June 7, 2017, the City Commission approved to enter into a Continuing Services Agreement with a pool of General Contractors for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
2. On June 5, 2018, the City entered into such an Agreement with Work 4 U Corp. for a two (2) year period commencing on June 8, 2017, and expiring June 7, 2019.
3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.
4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.
5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

#### **(Y) ALLIED UNIVERSAL CORP. - PURCHASE OF LIQUID CHLORINE IN ONE-TON CYLINDERS (CO-OP)**

1. On May 18, 2016 the City Commission approved to enter into a Co-Op Agreement with Allied Universal Corporation, through the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) for an initial two (2) year period commencing on June 20, 2017, and expiring June 19, 2019.
2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corp. to purchase liquid chlorine in one-ton cylinders for the operation and maintenance of the City Utility System, on an as needed basis.
3. Pursuant to section I. of the Original Agreement, the term may be renewed for two (2) additional one (1) year terms.
4. The Utilities Department recommends that the City approve the First Amendment to renew this Agreement for the first additional one (1) year term commencing June 20, 2019 and expiring on June 19, 2020, as allowed by the agreement.

#### **FINANCIAL IMPACT DETAIL:**

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.



**FIFTH AMENDMENT TO THE AGREEMENT FOR PURCHASE OF POTASSIUM  
PHOSPHATE (NALCO 7396)  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY, LLC.**

THIS AGREEMENT, dated this 25 day of September 2018, 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

**NALCO COMPANY, LLC.**, a Company authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **July 26, 2015**, the CITY and CONTRACTOR entered into an Agreement for **Purchase and Delivery of Potassium Phosphate (Nalco 7396)** – ("Original Agreement") for an initial **one (1) year period**, which expired on **May 31, 2016**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for additional **one (1) year** terms upon mutual consent of the parties; and,

**WHEREAS**, on **June 21, 2016**, the Parties executed the First Amendment to the Original Agreement which amended **Article 14 – Public Records** and also renewed the agreement for the first **one (1) year** renewal period extending the term of the agreement through **May 31, 2017**; and,

**WHEREAS**, on **September 14, 2016**, the Parties executed the Second Amendment to the Original Agreement which amended **Section 3.1** adding the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound; and,

**WHEREAS**, on **October 17, 2017**, the Parties executed the Third Amendment to the Original Agreement for the **second one (1) year renewal term** commencing on **June 1, 2017** and terminating on **May 31, 2018**; and,

**WHEREAS**, on **February 22, 2018**, the Parties executed the Fourth Amendment to the Original Agreement for the **third one (1) year renewal term** commencing on **June 1, 2018** and terminating on **May 31, 2019**.

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,



**WHEREAS**, the Parties specifically seek to amend the Original Agreement to allow a price increase for totes, loads under 1,000lbs and loads above 1,000lbs.

**WITNESSETH**

**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 follows:

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

**SECTION 2.** Section 3.1 of the Original Agreement is amended as follows:

**3.1** Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **ONE DOLLAR AND FIFTY CENTS (\$1.50)** per pound delivered for totes. Loads under 1,000 lbs shall be **ONE DOLLAR AND FIFTY CENTS (\$1.50)** per pound and loads above 1,000 lbs will be **ONE DOLLAR AND FORTY-FOUR CENTS (\$1.44)**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment, Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and this Fifth Amendment shall remain in full force and effect, except as specifically modified herein.

**SECTION 5.** Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.



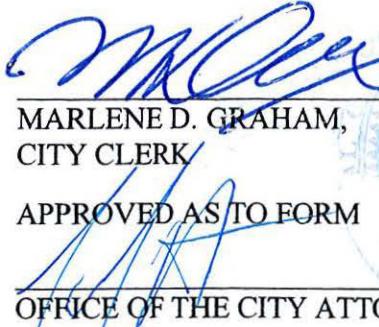
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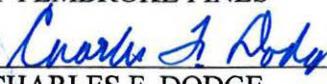


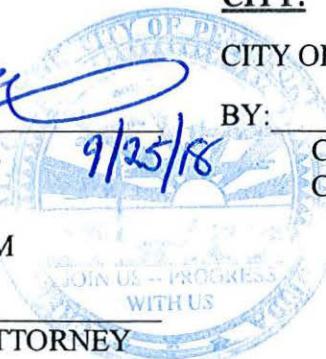
City of Pembroke Pines

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

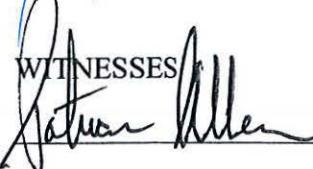
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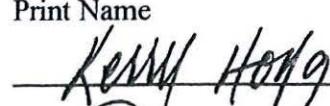
  
MARLENE D. GRAHAM,  
CITY CLERK  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

  
CITY OF PEMBROKE PINES  
BY: CHARLES F. DODGE  
CITY MANAGER



WITNESSES

  
Print Name

  
Print Name

STATE OF Illinois )  
COUNTY OF DuPage ) ss:

CITY:

CITY OF PEMBROKE PINES

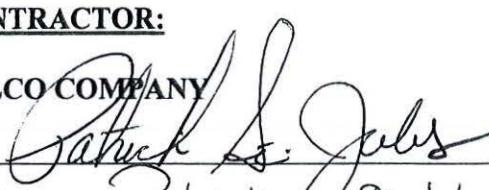
BY:

CHARLES F. DODGE  
CITY MANAGER

CONTRACTOR:

NALCO COMPANY

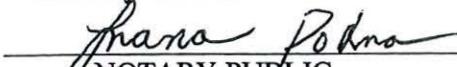
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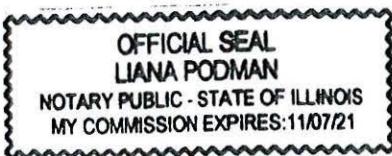
  
Print Name: Patrick St. Jules

Title: Inside Sales

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Patrick St. Jules as Inside Sales of NALCO COMPANY, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of NALCO COMPANY, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 12 day of Sept, 2018.

  
NOTARY PUBLIC



(Name of Notary Typed, Printed or Stamped)



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
[www.ppinies.com](http://www.ppinies.com)

## Agenda Request Form

### Agenda Number:

File ID: 18-0015

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 01/08/2018

Short Title:

Final Action: 01/17/2018

**Title:**

MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

(A) BAPTIST HEALTH SOUTH FLORIDA, INC. - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER

(B) FORD & ASSOCIATES, INC. - FINANCIAL ADVISORY SERVICES DEBT MANAGEMENT

(C) GOMEZ AND SON FENCE, CORP. - CITYWIDE FENCING

(D) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1282 POLYMER

(E) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)

(F) NALCO COMPANY - PURCHASE AND DELIVERY OF POTASSIUM PHOSPHATE

\*Agenda Date: 01/17/2018

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report (FINAL) (2018-01), 2. Original Agreement - Baptist Health South Florida, Inc., 3. Fourth Amendment Baptist Health South Florida, 4. Financial Advisory Services - Ford & Associate, Inc., 5. Citywide Fencing Agreement - Gomez and Son Fence, Corp. (PSPW-16-01) (all back up), 6. 2nd Amendment - Gomez and Son -- Citywide Fencing Services

(ALL BACKUP), 7. Original Agreement - Fort Bend Services, Inc., 8. Second Amendment to Purchase of FBS C1282 Polymer - Fort Bend Services, Inc., 9. Morton Salt, Inc. - CO-OP Agreement (ALL BACKUP), 10. Original Agreement to Purchase & Delivery of Potassium Phosphate - Nalco Company, 11. 3rd Amendment to Purchase & Delivery of Potassium Phosphate - Nalco Company

1 City Commission 01/17/2018 approve Pass

**Action Text:** A motion was made to approve Sections (A), (B), (D), (E), and (F) of Item 9 on the Consent Agenda.

Aye: - 5 Mayor Ortiz, Vice Mayor Castillo, Commissioner Schwartz,  
Commissioner Siple, and Commissioner Monroig

Nay: - 0

1 City Commission 01/17/2018 approve Pass

**Action Text:** A motion was made by Commissioner Siple, seconded by Vice Mayor Castillo, to approve. The motion carried by the following vote:

Aye: - 5 Mayor Ortiz, Vice Mayor Castillo, Commissioner Schwartz,  
Commissioner Siple, and Commissioner Monroig

Nay: - 0

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MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

- (A) BAPTIST HEALTH SOUTH FLORIDA, INC. - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER
- (B) FORD & ASSOCIATES, INC. - FINANCIAL ADVISORY SERVICES DEBT MANAGEMENT
- (C) GOMEZ AND SON FENCE, CORP. - CITYWIDE FENCING
- (D) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1282 POLYMER
- (E) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)
- (F) NALCO COMPANY - PURCHASE AND DELIVERY OF POTASSIUM PHOSPHATE

**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 Legislative Consultant items shown below are on the January 2018 Contract Database Report, and based on the 90 day requirement, these Agreements need to be presented to Commission by January 31, 2018.

**(A) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of Members of COPP/Senior Center**

1. On February 19, 2014, the City Commission approved to enter into an agreement with Baptist Health South Florida, Inc. for an initial one (1) year period commencing on March 3, 2014 and ending on March 2, 2014.
2. The City of Pembroke Pines Southwest Focal Point Senior Center provides reasonable

space for classes for a minimum of 20 participants. Baptist Health South Florida, Inc. has been offering programming to improve the health and wellness of the members. Exercise classes are provided by qualified professional at no cost to the participants.

3. Baptist Health of South Florida, Inc. currently sponsors four (4) classes each month. This renewal will amend the original agreement from four (4) classes each month down to two (2) classes due to reallocation of their financial resources.
4. Pursuant to Section 8 of the Original Agreement, the term may be extended for additional one (1) year renewal terms upon the execution of a written amendment.
5. To date, the agreement has had four Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2018.
6. The Community Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

**(B) Ford & Associates, Inc. - Financial Advisory Services Debt Management**

1. On May 15, 2013, the City Commission approved to enter into an agreement with Ford & Associates, Inc. for an initial five (5) year period commencing on June 19, 2013 and ending on May 14, 2018.
2. The City of Pembroke Pines Finance Department utilizes Ford & Associates, Inc. to provide debt management services.
3. Pursuant to Section 6.2.2 of the Original Agreement, the term may be extended for two (2) additional two (2) year periods subject to Agreement by both parties.
4. The Finance Department recommends that the City renew this Agreement for an additional two (2) year term commencing on May 15, 2018 and ending on May 14, 2020, as followed by the agreement.

**(C) Gomez and Son Fence, Corp. - Citywide Fencing**

1. On May 18, 2016, the City Commission approved to enter into an agreement with Gomez and Son Fence, Corp. for an initial one (1) year period commencing on June 1, 2016 and ending on May 31, 2017.
2. The City of Pembroke Pines Public Services Department utilizes Gomez and Son Fence, Corp. to provide replacement and new installation of chain link fencing at various locations throughout the City on an as-needed basis.
3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for two (2) additional one (1) year terms upon mutual written consent.

4. On February 21, 2017, The City and Gomez and Son Fence, Corp. agreed to amend the Original Agreement by increasing the annual lump fee by \$125,000 which brought the total to \$200,000.
5. The Public Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

**(D) Fort Bend Services, Inc. - Purchase of FBS C1282 Polymer**

1. On May 20, 2015, the City Commission approved to enter into an agreement with Fort Bend Services, Inc. for an initial one (1) year period commencing on June 1, 2015 and ending on May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Fort Bend Services, Inc. as the primary provider of FBS C1282 Polymer.
3. The Utilities Department currently Purchases FBS C1282 Polymer. This renewal will amend the original agreement and change the Purchase from FBS C1282 to FBS C1685. The Utilities Department came to conclusion that FBS C1685 is best suited for the application using less polymer than FBS C1282.
3. Pursuant to Section 2.2 of the Original Agreement, the term may be extended for additional one (1) year terms upon mutual written consent.
4. To date, the agreement has had two Amendments, including two (2) one (1) year renewals which extended the term of the agreement to May 31, 2018.
5. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

**(E) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt)**

1. On April 19, 2017, the City Commission approved to enter into a Co-Op agreement with Morton Salt, Inc. for an initial one (1) year period commencing on May 31, 2017 and ending on May 30, 2018
2. The City of Pembroke Pines Utilities Department utilizes Morton Salt, Inc. as the primary provider for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt.
3. Pursuant to Section 5.01 of the Co-Op Agreement, the term may be renewed for three (3) additional one (1) year terms upon mutual written consent.
4. The Utilities Department recommends that the City renew this Co-Op Agreement for an

additional one (1) year term, commencing on May 31, 2018 and expiring May 30, 2019, as followed by the agreement.

**(F) Nalco Company - Purchase and Delivery of Potassium Phosphate**

1. On May 20, 2015, the City Commission approved to enter into an agreement with Nalco Company for an initial one (1) year period commencing on June 1, 2015 and ending on May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Nalco Company for the purchase and delivery of Potassium Phosphate (Nalco 7396).
3. Pursuant to Section 2.2 of the Original Agreement, the term may be renewed for additional one (1) year terms upon mutual written consent.
4. On September 14, 2016, the City and Nalco Company agreed to amend the Original Agreement to add the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound.
5. To date, the Agreement has had three Amendments, including two (2) one (1) year renewals which extended the term of the Agreement to May 31, 2018.
6. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and ending on May 31, 2019, as followed by the agreement.

**FINANCIAL IMPACT DETAIL:**

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.



**FOURTH AMENDMENT TO THE AGREEMENT FOR PURCHASE OF POTASSIUM  
PHOSPHATE (NALCO 7396)  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY**

THIS AGREEMENT, dated this 22nd day of February 2018, 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

**NALCO COMPANY**, a Company authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **July 26, 2015**, the CITY and CONTRACTOR entered into an Agreement for Purchase and Delivery of Potassium Phosphate (Nalco 7396) – ("Original Agreement") for an initial **one (1) year period**, which expired on **May 31, 2016**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for additional **one (1) year** renewal terms upon mutual consent of the parties; and,

**WHEREAS**, on **June 21, 2016**, the Parties executed the First Amendment to the Original Agreement which amended **Article 14 – Public Records** and also renewed the agreement for the first **one (1) year** renewal period extending the agreement through **May 31, 2017**; and,

**WHEREAS**, on **September 14, 2016**, the Parties executed the Second Amendment to the Original Agreement which amended **Section 3.1** adding the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound; and,

**WHEREAS**, on **October 17, 2017**, the Parties executed the Third Amendment to the Original Agreement for the **second one (1) year renewal term** commencing on **June 1, 2017** and terminating on **May 31, 2018**; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

**WHEREAS**, the Parties specifically seek to execute the **third one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.



**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 follows:

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

**SECTION 3.** The Original Agreement is hereby renewed for the **third one (1) year** renewal period commencing on **June 1, 2018** and terminating on **May 31, 2019**.

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 6.** Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

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City of Pembroke Pines

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

ATTEST:

  
MARLENE D. GRAHAM,  
CITY CLERK

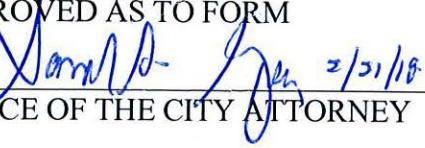
CITY:

CITY OF PEMBROKE PINES

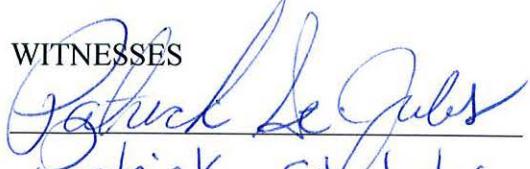
BY:   
CHARLES F. DODGE  
CITY MANAGER



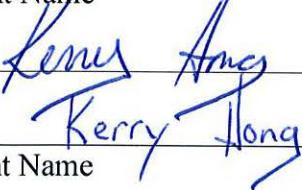
APPROVED AS TO FORM

  
OFFICE OF THE CITY ATTORNEY

WITNESSES

  
Patrick St. Jules

Print Name

  
Kerry Hong

Print Name

STATE OF ILLinois)

COUNTY OF DuPage) ss:

CONTRACTOR:

NALCO COMPANY

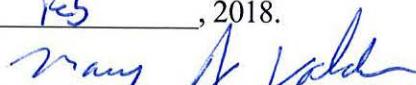
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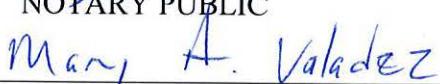
Print Name: Chris Morgan

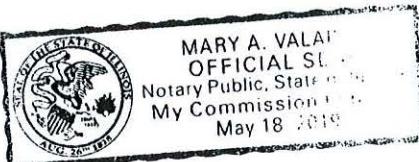
Title: V.P. Marketing

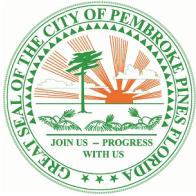
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Chris Morgan as V.P. Marketing of NALCO COMPANY, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of NALCO COMPANY, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 15th day of Feb, 2018.

  
NOTARY PUBLIC

  
(Name of Notary Typed, Printed or Stamped)





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
[www.ppinies.com](http://www.ppinies.com)

## Agenda Request Form

### Agenda Number:

File ID: 18-0015

Type: Agreements/Contracts

Status: Passed

Version: 1

Agenda

In Control: City Commission

Section:

File Created: 01/08/2018

Short Title:

Final Action: 01/17/2018

**Title:**

MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

(A) BAPTIST HEALTH SOUTH FLORIDA, INC. - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER

(B) FORD & ASSOCIATES, INC. - FINANCIAL ADVISORY SERVICES DEBT MANAGEMENT

(C) GOMEZ AND SON FENCE, CORP. - CITYWIDE FENCING

(D) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1282 POLYMER

(E) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)

(F) NALCO COMPANY - PURCHASE AND DELIVERY OF POTASSIUM PHOSPHATE

\*Agenda Date: 01/17/2018

Agenda Number:

Internal Notes:

Attachments: 1. Contract Database Report (FINAL) (2018-01), 2. Original Agreement - Baptist Health South Florida, Inc., 3. Fourth Amendment Baptist Health South Florida, 4. Financial Advisory Services - Ford & Associate, Inc., 5. Citywide Fencing Agreement - Gomez and Son Fence, Corp. (PSPW-16-01) (all back up), 6. 2nd Amendment - Gomez and Son -- Citywide Fencing Services

(ALL BACKUP), 7. Original Agreement - Fort Bend Services, Inc., 8. Second Amendment to Purchase of FBS C1282 Polymer - Fort Bend Services, Inc., 9. Morton Salt, Inc. - CO-OP Agreement (ALL BACKUP), 10. Original Agreement to Purchase & Delivery of Potassium Phosphate - Nalco Company, 11. 3rd Amendment to Purchase & Delivery of Potassium Phosphate - Nalco Company

1 City Commission 01/17/2018 approve Pass

**Action Text:** A motion was made to approve Sections (A), (B), (D), (E), and (F) of Item 9 on the Consent Agenda.

Aye: - 5 Mayor Ortiz, Vice Mayor Castillo, Commissioner Schwartz,  
Commissioner Siple, and Commissioner Monroig

Nay: - 0

1 City Commission 01/17/2018 approve Pass

**Action Text:** A motion was made by Commissioner Siple, seconded by Vice Mayor Castillo, to approve. The motion carried by the following vote:

Aye: - 5 Mayor Ortiz, Vice Mayor Castillo, Commissioner Schwartz,  
Commissioner Siple, and Commissioner Monroig

Nay: - 0

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MOTION TO APPROVE THE DEPARTMENTS RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

- (A) BAPTIST HEALTH SOUTH FLORIDA, INC. - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER
- (B) FORD & ASSOCIATES, INC. - FINANCIAL ADVISORY SERVICES DEBT MANAGEMENT
- (C) GOMEZ AND SON FENCE, CORP. - CITYWIDE FENCING
- (D) FORT BEND SERVICES, INC. - PURCHASE OF FBS C1282 POLYMER
- (E) MORTON SALT, INC. - PURCHASE OF SODIUM CHLORIDE (SOLAR SALT)
- (F) NALCO COMPANY - PURCHASE AND DELIVERY OF POTASSIUM PHOSPHATE

**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 Legislative Consultant items shown below are on the January 2018 Contract Database Report, and based on the 90 day requirement, these Agreements need to be presented to Commission by January 31, 2018.

**(A) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of Members of COPP/Senior Center**

1. On February 19, 2014, the City Commission approved to enter into an agreement with Baptist Health South Florida, Inc. for an initial one (1) year period commencing on March 3, 2014 and ending on March 2, 2014.
2. The City of Pembroke Pines Southwest Focal Point Senior Center provides reasonable

space for classes for a minimum of 20 participants. Baptist Health South Florida, Inc. has been offering programming to improve the health and wellness of the members. Exercise classes are provided by qualified professional at no cost to the participants.

3. Baptist Health of South Florida, Inc. currently sponsors four (4) classes each month. This renewal will amend the original agreement from four (4) classes each month down to two (2) classes due to reallocation of their financial resources.
4. Pursuant to Section 8 of the Original Agreement, the term may be extended for additional one (1) year renewal terms upon the execution of a written amendment.
5. To date, the agreement has had four Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2018.
6. The Community Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

**(B) Ford & Associates, Inc. - Financial Advisory Services Debt Management**

1. On May 15, 2013, the City Commission approved to enter into an agreement with Ford & Associates, Inc. for an initial five (5) year period commencing on June 19, 2013 and ending on May 14, 2018.
2. The City of Pembroke Pines Finance Department utilizes Ford & Associates, Inc. to provide debt management services.
3. Pursuant to Section 6.2.2 of the Original Agreement, the term may be extended for two (2) additional two (2) year periods subject to Agreement by both parties.
4. The Finance Department recommends that the City renew this Agreement for an additional two (2) year term commencing on May 15, 2018 and ending on May 14, 2020, as followed by the agreement.

**(C) Gomez and Son Fence, Corp. - Citywide Fencing**

1. On May 18, 2016, the City Commission approved to enter into an agreement with Gomez and Son Fence, Corp. for an initial one (1) year period commencing on June 1, 2016 and ending on May 31, 2017.
2. The City of Pembroke Pines Public Services Department utilizes Gomez and Son Fence, Corp. to provide replacement and new installation of chain link fencing at various locations throughout the City on an as-needed basis.
3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for two (2) additional one (1) year terms upon mutual written consent.

4. On February 21, 2017, The City and Gomez and Son Fence, Corp. agreed to amend the Original Agreement by increasing the annual lump fee by \$125,000 which brought the total to \$200,000.
5. The Public Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

**(D) Fort Bend Services, Inc. - Purchase of FBS C1282 Polymer**

1. On May 20, 2015, the City Commission approved to enter into an agreement with Fort Bend Services, Inc. for an initial one (1) year period commencing on June 1, 2015 and ending on May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Fort Bend Services, Inc. as the primary provider of FBS C1282 Polymer.
3. The Utilities Department currently Purchases FBS C1282 Polymer. This renewal will amend the original agreement and change the Purchase from FBS C1282 to FBS C1685. The Utilities Department came to conclusion that FBS C1685 is best suited for the application using less polymer than FBS C1282.
3. Pursuant to Section 2.2 of the Original Agreement, the term may be extended for additional one (1) year terms upon mutual written consent.
4. To date, the agreement has had two Amendments, including two (2) one (1) year renewals which extended the term of the agreement to May 31, 2018.
5. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

**(E) Morton Salt, Inc. - Purchase of Sodium Chloride (Solar Salt)**

1. On April 19, 2017, the City Commission approved to enter into a Co-Op agreement with Morton Salt, Inc. for an initial one (1) year period commencing on May 31, 2017 and ending on May 30, 2018
2. The City of Pembroke Pines Utilities Department utilizes Morton Salt, Inc. as the primary provider for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt.
3. Pursuant to Section 5.01 of the Co-Op Agreement, the term may be renewed for three (3) additional one (1) year terms upon mutual written consent.
4. The Utilities Department recommends that the City renew this Co-Op Agreement for an

additional one (1) year term, commencing on May 31, 2018 and expiring May 30, 2019, as followed by the agreement.

**(F) Nalco Company - Purchase and Delivery of Potassium Phosphate**

1. On May 20, 2015, the City Commission approved to enter into an agreement with Nalco Company for an initial one (1) year period commencing on June 1, 2015 and ending on May 31, 2016.
2. The City of Pembroke Pines Utilities Department utilizes Nalco Company for the purchase and delivery of Potassium Phosphate (Nalco 7396).
3. Pursuant to Section 2.2 of the Original Agreement, the term may be renewed for additional one (1) year terms upon mutual written consent.
4. On September 14, 2016, the City and Nalco Company agreed to amend the Original Agreement to add the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound.
5. To date, the Agreement has had three Amendments, including two (2) one (1) year renewals which extended the term of the Agreement to May 31, 2018.
6. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and ending on May 31, 2019, as followed by the agreement.

**FINANCIAL IMPACT DETAIL:**

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.



**THIRD AMENDMENT TO THE AGREEMENT FOR PURCHASE OF POTASSIUM  
PHOSPHATE (NALCO 7396)  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY**

**THIS AGREEMENT**, dated this 17<sup>th</sup> day of October 2017 *nunc pro tunc* May 31, 2017, 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**NALCO COMPANY**, a company authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **July 26, 2015**, the CITY and CONTRACTOR entered into an agreement for the **purchase and delivery of Potassium Phosphate (Nalco 7396)** – ("Original Agreement") for an initial one (1) year period, which expires on **May 31, 2016**; and,

**WHEREAS**, the Original Agreement authorized the option to renew the Agreement for additional **one (1) year renewal** terms upon mutual consent of the parties; and,

**WHEREAS**, on June 21, 2016, the PARTIES executed the First Amendment which amended Article 14 "Public Record" of the Original Agreement and also renewed agreement for the first one year renewal period extending the agreement through May 31, 2017; and,

**WHEREAS**, on September 14, 2016, the PARTIES executed the Second Amendment which amended Section 3.1 of the Original Agreement adding the option to purchase less than bulk load shipments of 44,999 pounds or less at a price of \$1.44 per pound, in addition to the full bulk load shipments of 45,000 pounds or more at a price of \$0.99 per pound; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

**WHEREAS**, the Parties specifically seek to execute the **second one (1) year renewal** option.

**WITNESSETH**

**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 follows:

**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 is hereby renewed for the **second one (1) year** renewal period commencing on **June 1, 2017** and terminating on **May 31, 2018**.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The original contract as awarded shall remain in full force and effect except as specifically amended herein.

**SECTION 5.** Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**



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

ATTEST:

CITY:

MARLENE D. GRAHAM,  
CITY CLERK

## CITY OF PEMBROKE PINES

BY: Charles F. Dodge  
CHARLES F. DODGE  
CITY MANANGER

APPROVED AS TO FORM

## OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

## NALCO COMPANY

BY: Christopher Morgan  
Print Name: Christopher Morgan  
Title: VP marketing

## ~~WITNESSES~~

Patrick S. Jiles

Print Name

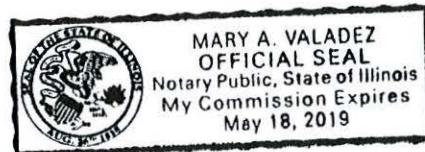
Print Name Kerry Ang

Kerry Wong  
Print Name

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **NALCO COMPANY**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **NALCO COMPANY**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this 14 day of July, 2017.

Mary A. Valdez  
NOTARY PUBLIC  
Mary A. Valadez  
(Name of Notary Typed, Printed or Stamped)





**SECOND AMENDMENT OF THE AGREEMENT FOR PURCHASE OF POTASSIUM  
PHOSPHATE (NALCO 7396)  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY**

THIS AGREEMENT, dated this 14 day of September 2016, 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**NALCO COMPANY**, a company authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **July 26, 2015**, the CITY and CONTRACTOR entered into the Original Agreement for the purchase and delivery of Potassium Phosphate (NALCO 7396) for an initial one (1) year period, ending on **May 31, 2016**; and,

**WHEREAS**, the Original Agreement authorized the option to renew the Agreement for additional one (1) year renewal terms upon mutual written consent of the parties; and,

**WHEREAS**, on June 21, 2016, the PARTIES executed the First Amendment which amended Article 14 "Public Record" of the Original Agreement and also renewed agreement for the first one-year renewal period extending the agreement through May 31, 2017; and,

**WHEREAS**, the original contract reflected a price of \$.99 cents per pound delivered based on receiving full bulk load shipments of 45,000 pounds; and,

**WHEREAS**, the large bulk storage tank that was originally being used by the Utilities Department to store the Potassium Phosphate was replaced by a smaller 1,000 gallon tank which reduces the size of the orders that the City can accept; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement; and,

**WHEREAS**, the Parties specifically seek to amend the original agreement to allow pricing of non-bulk orders.

**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 follows:

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

**SECTION 2.** Section 3.1 of the Original Agreement is amended as follows:

3.1 Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **NINETY-NINE CENTS (\$0.99) per pound delivered for full bulk load shipments of 45,000 pounds or more, and ONE DOLLAR AND FORTY-FOUR CENTS (\$1.44) per pound delivered for less than bulk load shipments of 44,999 pounds or less**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 4.** The original contract as awarded shall remain in full force and effect except as specifically amended by the First and this Second Amendment.

**SECTION 5.** Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

**THE REMAINDER OF THIS PAGE**

**HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY:

*Charles F. Dodge*

MARLENE D. GRAHAM,  
CITY CLERK

CHARLES F. DODGE  
CITY MANANGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY



NALCO COMPANY

BY:

Print Name:

Title:

*Thomas Archakis*

*HOMAS ARCHAKIS*

WITNESSES

*Patrick St. Jules*  
*Patrick St. Jules*

Print Name

Print Name

STATE OF \_\_\_\_\_)

) ss:

COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Thomas Archakis as AVP of **NALCO COMPANY**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **NALCO COMPANY**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

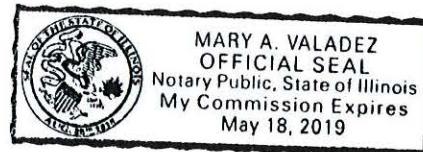
**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this 2nd day of September, 2016.

*Mary A. Valadez*

NOTARY PUBLIC

*Mary A. Valadez*

(Name of Notary Typed, Printed or Stamped)





# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppinies.com

Agenda Number: 9.

File Number: 16-0333

File Type: Agreements/Contracts

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester:

Initial Cost: \$ 129,600.00

Introduced: 08/25/2016

File Name: 2nd Amendment To The  
Agreement/Purchase-Potassium Phosphate (Nalco  
7396)

Final Action: 09/07/2016

**Title:** MOTION TO APPROVE SECOND AMENDMENT TO THE AGREEMENT  
FOR THE PURCHASE OF POTASSIUM PHOSPHATE (NALCO 7396)  
FROM THE SOLE SOURCE VENDOR, NALCO COMPANY, FOR AN  
ESTIMATED ANNUAL AMOUNT OF \$129,600.

**Notes:**

**Attachments:** 1. Second Amendment (Draft)  
2. First Amendment  
3. Original Agreement  
4. Commission Approval (2015-06-17)

**Agenda Date:** 09/07/2016

**Agenda Number:** 9.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	09/07/2016	approve	Aye: 5 Mayor Ortiz, Vice Mayor Shechter, Commissioner Castillo, Commissioner Schwartz and Commissioner Siple Nay: 0			Pass

### SUMMARY EXPLANATION AND BACKGROUND:

1. On June 17, 2015, the City Commission approved the purchase of Potassium Phosphate (Nalco 7396) from the sole source vendor, Nalco Company, for an estimated annual amount of \$89,100 (90,000 pounds x \$0.99 per pound delivered).
2. Nalco 7396, Potassium Phosphate, is a proprietary product that is made to order from the Nalco Company and is configured and used specifically for the City's Water Treatment process as a scale and corrosion inhibitor in the City's water lines.
3. On July 26, 2015, the City and Contractor entered into the original agreement for the purchase and delivery of Potassium Phosphate (NALCO 7396) for an initial one (1) year period, ending on May 31, 2016.

4. The original agreement authorized the option to renew the agreement for additional one (1) year renewal terms upon mutual written consent of the parties.
5. On June 21, 2016, the parties executed the First Amendment which renewed the agreement for the first one-year renewal term, extending the agreement through May 31, 2017.
6. The original contract reflected a price of \$0.99 cents per lb. based on full bulk load shipments of 45,000 lbs. The large bulk storage tank that was originally being used by the Utilities Department to store the Potassium Phosphate was replaced by a smaller 1,000 gallon tank which reduces the average size of the orders that the City can accept to approximately 9,500 lbs. Nalco has provided the City with a quote of \$1.44 per lb. for orders under 45,000 lbs.
7. To date the parties have been satisfied with the performance and execution of the agreement and the Utilities Division recommends moving forward with the amendment that would provide pricing of \$0.99 cents per lb. for bulk orders and \$1.44 per lb. non-bulk orders.
8. The City of Pembroke Pines utilizes approximately 90,000 pounds of Potassium Phosphate (Nalco 7396) per year.
9. Request Commission to approve the Second Amendment to the agreement for the purchase of Potassium Phosphate (NALCO 7396) from the sole source vendor, Nalco Company, for an estimated annual amount of \$129,600

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** Approximately \$129,600 per year.
- b) **Amount budgeted for this item in Account No:** Funds are budgeted in account # 471-533-6031-52430 - 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:** The contract expires in May 31, 2017, which is only 8 months of the 2016-17 FY.

	2016-17 FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	N/A	N/A	N/A	N/A
Expenditures	\$86,400	N/A	N/A	N/A	N/A
Net Cost	\$86,400	N/A	N/A	N/A	N/A

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



**FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE OF PORASSIUM  
PHOSPHATE (NALCO 7396)  
BETWEEN THE CITY OF PEMBROKE PINES AND  
NALCO COMPANY**

THIS AGREEMENT, dated this 28th day of June May 2016, 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 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**NALCO COMPANY**, a company authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, IL 60563**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **July 26, 2015**, the CITY and CONTRACTOR entered into an agreement for the **purchase and delivery of Potassium Phosphate (Nalco 7396)** – ("Original Agreement") for an initial one (1) year period, which expires **on May 31, 2016**; and,

**WHEREAS**, the Original Agreement authorized the option to renew the Agreement for additional **one (1) year renewal** terms upon mutual consent of the parties; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and,

**WHEREAS**, the Parties specifically seek to execute the **first one (1) year renewal** option.

**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 follows:

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

**SECTION 2.** Article 14, entitled "Public Record", is hereby amended by the revision of Section 14.1 and Section 14.2, as follows:

14.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law.



Specifically, the Contractor shall:

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

14.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

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

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public record in Contractor's possession. All records stored electronically by 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 agency City.

14.2 The failure of Contractor to comply with the provisions set forth in this Article~~agreement/contract~~ shall constitute a Default and Breach of this Agreement, and for which, the City shall enforce the Default in accordance with the provisions set forth in Article 11~~may terminate the Agreement.~~

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK**  
**10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR**  
**PEMBROKE PINES, FL 33026**  
**(954) 450-1050**  
**[mgraham@ppines.com](mailto:mgraham@ppines.com)**



**SECTION 3.** The Original Agreement is hereby renewed for the **first one (1) year renewal period** commencing on **June 1, 2016** and terminating on **May 31, 2017**.

**SECTION 4.** 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 amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** The original contract as awarded shall remain in full force and effect except as specifically amended by this First Amendment.

**SECTION 6.** Each Exhibit referred to in the Original Agreement, except as repealed herein, 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.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**



City of Pembroke Pines

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

ATTEST:

CITY:

*MMG* 6/21/16 CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,  
CITY CLERK

BY: *Charles F. Dodge*  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

*Jillie Blahn* 6/20/16  
OFFICE OF THE CITY ATTORNEY

WITNESSES

*Patrick St Jules*  
Patrick St Jules  
Print Name

CONTRACTOR:

NALCO COMPANY

BY: *Thomas Archakis*  
Print Name: *Thomas Archakis*  
Title: *AVP*

Print Name

STATE OF ILLINOIS)  
ss:  
COUNTY OF Du PAGE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Patrick St Jules as Inside Sales of NALCO COMPANY, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of NALCO COMPANY, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 18 day of MAY, 2016.



*Judi LaBarbera*  
NOTARY PUBLIC

*Judi LaBarbera*  
(Name of Notary Typed, Printed or Stamped)



**AGREEMENT FOR PURCHASE OF  
POTASSIUM PHOSPHATE (NALCO 7396)**

**THIS AGREEMENT FOR PURCHASE OF POTASSIUM PHOSPHATE (NALCO 7396)** ("Agreement") is dated this 26 day of July, 2015 by and between:

**CITY OF PEMBROKE PINES**, a municipal corporation organized and operating pursuant to the laws of the State of Florida, with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 (hereinafter referred to as the "CITY"),

and

**NALCO COMPANY**, a company authorized to do business in the State of Florida, with a business address of **1601 West Diehl Road, Naperville, Illinois 60563** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**RECITALS:**

**WHEREAS**, the CITY has utilized Potassium Phosphate (Nalco 7396) as a scale and corrosion inhibitor for the CITY's water lines, in the Water Treatment process for numerous years; and

**WHEREAS**, the specific Potassium Phosphate (Nalco 7396) utilized by the CITY is a proprietary product that is made to order from the Nalco Company and is configured and used specifically for the CITY; and

**WHEREAS**, on May 20, 2015, the CITY awarded the purchase of Potassium Phosphate (Nalco 7396) to CONTRACTOR as a sole source and authorized the proper City officials to enter into this Agreement with CONTRACTOR to provide the goods as required; and

**WHEREAS**, CITY and CONTRACTOR wish to enter into this Agreement to provide for the delivery of Potassium Phosphate (Nalco 7396) to the CITY by CONTRACTOR; and

**WHEREAS**, CONTRACTOR shall act as the primary provider of Potassium Phosphate (Nalco 7396) to the CITY for the term of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises detailed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1  
PURCHASE OF GOODS**

- 1.1 CITY agrees to purchase and CONTRACTOR agrees to provide Potassium Phosphate (Nalco 7396) (the "Commodities") subject of this Agreement.



- 1.2 CONTRACTOR shall provide the Commodities as identified herein.
- 1.3 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 written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase a minimum or maximum quantity of Commodities.
- 1.4 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.
- 1.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis.

## **ARTICLE 2** **TERM AND TERMINATION**

- 2.1 CONTRACTOR shall provide the Commodities as identified herein, for an initial **one (1) year** period commencing on **June 1, 2015** and ending on **May 31, 2016**.
- 2.2 This Agreement may be renewed for **additional one (1) year terms** upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.
- 2.3 *Termination for Convenience:* CITY may terminate this Agreement for convenience, upon seven (7) business days of written notice.
- 2.4 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.

## **ARTICLE 3** **COMPENSATION AND METHOD OF PAYMENT**

- 3.1 Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **NINETY-NINE CENTS (\$0.99) per pound delivered**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or 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 and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

- 3.2 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. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk 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.

#### **ARTICLE 4 WARRANTY OF COMMODITIES**

- 4.1 The Commodities, and each individual good or item, including all components and all installed accessories and equipment, shall be guaranteed by the CONTRACTOR to be free of defective parts and workmanship. This warranty shall be for a period of one (1) year or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment. The warranty shall start at the time of acceptance by the CITY.
- 4.2 CONTRACTOR warrants and guarantees that the Commodities, and each individual good or item, including all components and all installed accessories and equipment, 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 of the time designated in the standard factory warranty, whichever is longer. The warranty will cover parts, labor and any necessary shipping for repair or replacement of the Commodities, or each individual good or item, including all components and all installed accessories and equipment.
- 4.3 The water treatment program does not cover, and CONTRACTOR makes no warranties with respect to, water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria. CONTRACTOR shall not be liable for any failure caused by CITY's failure to follow CONTRACTOR's written instructions. **CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN PARAGRAPHS 4.1 AND 4.2 OF THIS AGREEMENT.**



## **ARTICLE 5** **INDEMNIFICATION**

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action, 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 for personal injury, including death, or physical or property damage to the extent caused by the CONTRACTOR's negligence or willful misconduct pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, 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.
- 5.3 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.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

## **ARTICLE 6** **INSURANCE**

- 6.1 CONTRACTOR shall not commence performance hereunder until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.2 Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall



contain a provision that coverages afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

- 6.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any service 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.

6.4 REQUIRED INSURANCE

6.4.1 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A.	Bodily Injury		
1.	Each Occurrence	\$1,000,000	
2.	Annual Aggregate	1,000,000	
B.	Property Damage		
1.	Each Occurrence	1,000,000	
2.	Annual Aggregate	1,000,000	
C.	Personal Injury		
	Annual Aggregate	1,000,000	
D.	Completed Operations and Products Liability.		
E.	Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.		

6.4.2 Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident \$500,000 Disease-policy limit



**\$100,000 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.

**6.4.3 Comprehensive Auto Liability** – coverage shall include owned, hired and non-owned vehicles.

<b>A.</b>	<b>Bodily Injury</b>	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000
<b>B.</b>	<b>Property Damage</b>	
1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

**6.5** CONTRACTOR shall name the CITY, as an additional insured on each of the policies required herein to the extent of CONTRACTOR's indemnification obligations.

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

## **ARTICLE 7**

### **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

**7.1** During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. 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 he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.



## **ARTICLE 8 INDEPENDENT CONTRACTOR**

- 8.1 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 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, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR 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 9 SIGNATORY AUTHORITY**

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

## **ARTICLE 10 MERGER; AMENDMENT**

- 10.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and 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 11 DEFAULT OF CONTRACT & REMEDIES**

- 11.1 CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR failure to perform in accordance with the requirements of this Agreement. Notwithstanding anything



to the contrary, in no event shall either party be liable for indirect, incidental, punitive or consequential damages.

## **ARTICLE 12 BANKRUPTCY**

- 12.1 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 13 DISPUTE RESOLUTION**

- 13.1 In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected by the CITY from the National Panel of The American Arbitration Association.

13.2 Operations During Dispute.

13.2.1 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 provide the Commodities in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

13.2.2 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the subject goods and/or commodities provided by CONTRACTOR fail to meet reasonable standards of the trade or any warranty, express or implied contained herein, after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in Section 2.4.1 of this Agreement.

## **ARTICLE 14 PUBLIC RECORDS**

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

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

14.1.2 Provide the public with access to such public records on the same terms and



conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

- 14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
  - 14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in **Article 11**.

#### **ARTICLE 15** **MISCELLANEOUS**

- 15.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.
- 15.2 **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.
- 15.3 **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 the provision of Commodities or purchases hereunder for which CONTRACTOR. 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 ten (10) years after the completion of all work to be performed pursuant to this Agreement, or as otherwise required by Florida law. 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.
- 15.4 **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 executed with the same formality and of equal dignity herewith.

- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15.6 **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  
10100 Pines Boulevard  
Pembroke Pines, Florida 33025  
Telephone No. (954) 431-4884  
Facsimile No. (954) 437-1149

Copy To: Samuel S. Goren, City Attorney  
Goren, Chero, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4900  
Facsimile No. (954) 771-4923

**CONTRACTOR:** **NALCO COMPANY**  
**1601 West Diehl Road**  
**Naperville, Illinois 60563**  
Telephone No. **(630) 305-1000**  
Facsimile No. **(630) 305-2900**

- 15.7 **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.

- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **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.
- 15.10 **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.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **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.

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HAS BEEN INTENTIONALLY LEFT BLANK.**



City of Pembroke Pines

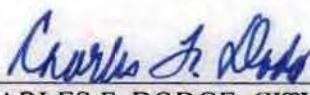
**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

**CITY:**

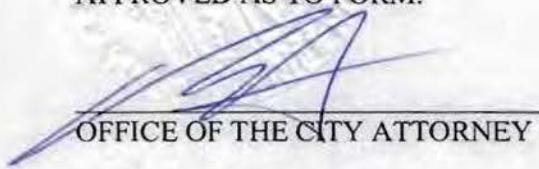
CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

 7/20/15  
MARLENE D. GRAHAM, CITY CLERK

By:   
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

**NALCO COMPANY**

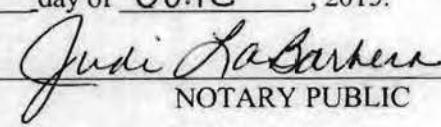
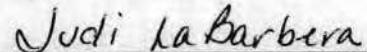
By:   
Name: THOMAS ARCHAKIS  
Title: AVP

STATE OF ILLINOIS  
COUNTY OF DUPAGE

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared THOMAS ARCHAKIS as AVP of **NALCO COMPANY**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **NALCO COMPANY** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this 26 day of June, 2015.



  
NOTARY PUBLIC  
  
(Name of Notary Typed, Printed or Stamped)

JFK:mir  
Document60



# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppinies.com

**Agenda Number: 8.**

**File Number:** 15-0089

**File Type:** Purchase

**Status:** Passed

**Version:** 0

**Reference:**

**Controlling Body:** City Commission

**Requester:** Purchasing Manager

**Initial Cost:** \$ 89,100.00

**Introduced:** 04/10/2015

**File Name:** Purchase of Chemicals for the Utilities Division -  
Potassium Phosphate (Nalco 7396)

**Final Action:** 06/17/2015

**Title:** MOTION TO APPROVE THE PURCHASE OF POTASSIUM PHOSPHATE  
(NALCO 7396) FROM THE SOLE SOURCE VENDOR, NALCO  
COMPANY, FOR AN ESTIMATED ANNUAL AMOUNT OF \$89,100.

**Notes:**

**Attachments:** 1. Agmt for Purchase of Potassium Phosphate  
2. Potassium Phosphate (Nalco 7396) - Memo  
3. Sole Source - Nalco Company

**Agenda Date:** 06/17/2015

**Agenda Number:** 8.

**Enactment Date:**

**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	06/17/2015	approve	Aye: 5 Nay: 0	Mayor Ortis, Vice Mayor Siple, Commissioner Castillo, Commissioner Schwartz and Commissioner Shechter		Pass

**SUMMARY EXPLANATION AND BACKGROUND:**

1. On February 4, 2015, the City Commission adopted proposed resolution # 2015-R-03 to approve the agreement with Operations Management International, Inc. for the Operation, Maintenance and Management of the City Utility System and Customer Service, Meter Reading and Utility Billing Services.
2. As part of this agreement with Operations Management International, Inc., the City is responsible for providing chemicals for the operation of the Utilities Division.
3. The City of Pembroke Pines has utilized Potassium Phosphate, as a scale and corrosion inhibitor for the City's water lines, in the Water Treatment process for numerous years.
4. The specific Potassium Phosphate (Nalco 7396) utilized by the City is a proprietary product that is made to order from the Nalco Company and is configured and used specifically for the City of Pembroke Pines Water Treatment Plant.
5. Attached is the sole source letter from the Nalco Company that provides the City with a price of \$0.99 per pound of Potassium Phosphate (Nalco 7396) delivered to the City of Pembroke Pines.
6. The City of Pembroke Pines utilizes approximately 90,000 pounds of Potassium Phosphate (Nalco 7396) per year.
7. The City has drafted the attached agreement for a one year period commencing on June 1, 2015 and expiring May 31, 2016.
8. Recommend Commission to approve the purchase of Potassium Phosphate (Nalco 7396) from the sole source vendor, Nalco Company, for an estimated annual amount of \$89,100 (90,000 pounds x \$0.99 per pound delivered).

**Item has been reviewed by the Commission Auditor and approved for the Agenda.**

**FINANCIAL IMPACT DETAIL:**

- a) **Initial Cost:** Approximately \$29,700 from June 1, 2015 to September 30, 2015 or \$89,100 per year.
- b) **Amount budgeted for this item in Account No:** No funds are budgeted for this item.
- c) **Source of funding for difference, if not fully budgeted:** Upon Commission approval, a budget adjustment will be made to transfer \$29,700 from account # 471-533-6031-34981 - Function Sourcing - Utilities to account # 471-533-6031-52430 - Operating chemicals.
- d) **5 year projection of the operational cost of the project:** The proposed agreement is for a one year period commencing on June 1, 2015 and expiring May 31, 2016, with additional one year renewal options.

	Current FY 6/1/15 - 9/30/15	Year 2 10/1/15 - 5/31/16	Year 3	Year 4	Year 5
Revenues	\$0	\$0	TBD	TBD	TBD
Expenditures	\$29,700	\$59,400	TBD	TBD	TBD
Net Cost	\$29,700	\$59,400	TBD	TBD	TBD

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