

**AGREEMENT FOR
OPERATION, MAINTENANCE, MANAGEMENT OF MUNICIPAL FACILITIES**

THIS IS AN AGREEMENT, dated the 3rd day of September, 2014 by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026 hereinafter referred to as "CITY",

and

CALVIN, GIORDANO & ASSOCIATES, INC., a company authorized to do business in the State of Florida, with a business address of 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

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

**ARTICLE 1
PREAMBLE**

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

1.2 On April 24, 2013, the CITY advertised its Request for Qualifications #PSPW-13-09 of the CITY's desire to hire a firm to provide Operation, Maintenance, and Management Services for the City's municipal facilities and grounds as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**RFQ# PSPW-13-09
OPERATION, MAINTENANCE AND MANAGEMENT OF CITY MUNICIPAL
FACILITIES AND GROUNDS**

1.3 On June 4, 2013, the bids were opened at the offices of the City Clerk.

1.4 On September 19, 2013, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.5 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

1.6 The Agreement consists of this Agreement, RFQ# PSPW-13-09, "Operation, Maintenance and Management of Municipal Facilities and Grounds", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the CONTRACTOR's bid/proposal included herein, all modifications issued after execution of this Agreement, and all exhibits attached hereto. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Qualifications Document RFQ# PSPW-13-09, "Operation, Maintenance and Management of Municipal Facilities and Grounds" as issued by the City, and the CONTRACTOR's Proposal, dated June 4, 2013, Request for Qualifications Document RFQ# PSPW-13-09, as issued by the City shall take precedence over the CONTRACTOR's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

ARTICLE 2

DEFINITIONS

Wherever used in this Agreement the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

2.1 "Agreement" means the written instrument which is evidence of the agreement between CITY and CONTRACTOR covering the services to be performed, including the Agreement and any exhibits that are attached to the Agreement or made a part thereof; and any other documents which are incorporated in or referenced in the Agreement and made a part thereof. Below is a list of Exhibits to this Agreement:

- A. RFQ# PSPW-13-09, "Operation, Maintenance and Management of Municipal Facilities and Grounds"
- B. Calvin Giordano & Associates Response to RFQ# PSPW-13-09
- C. List of City of Pembroke Pines facilities
- D. Listing and Copies of Existing Contracts to be Managed by the CONTRACTOR

2.2 "Annual Fee" means a predetermined, fixed lump sum for CONTRACTOR'S services. The Annual Fee includes cost, overhead and profit.

2.3 "Applicable Law" shall mean (i) all of the permits required for the performance by the parties under this Agreement, (ii) all State or federal constitutional restrictions, (iii) all State laws, rules, regulations or directives, (iv) all CITY ordinances, laws or directives, (v) all federal or State judicial judgment, order or decree, (vi) all federal, State or CITY administrative orders or directives, which are in effect during the term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced during the term of this

Agreement, or subsequently enacted, adopted, promulgated, issued or enforced, and (vii) all federal, State or CITY consent decrees, stipulations or settlement agreements, in any manner relating to the operation, management, maintenance, repair, upgrade, enhancement, retirement or expansion of the Facilities.

2.4 "Bonds" means the bid, performance, maintenance and payment bonds and other instruments securing CONTRACTOR'S performance, if applicable.

2.5 "Capital Expenditures" means capital expenditures that are planned, non-routine and budgeted as separate capital expenditures by CITY.

2.6 "Change Order" means a document which is signed by CONTRACTOR and CITY and authorizes an addition, deletion or revision in the Services, or an in the contract price or the contract time, issued on or after the effective date of the agreement.

2.7 "CITY" means Pembroke Pines, CITY of Pembroke Pines Commission, CITY Manager or CITY'S representative, as applicable.

2.8 "Contract Documents" means the documents outlined in Article 18 of the agreement.

2.9 "Contract Price" means the compensation outlined in Article 6 of this agreement.

2.10 "Cost" means all direct costs and indirect costs determined on an accrual basis in accordance with generally accepted accounting principles.

2.11 "Day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2.12 "Facilities" mean all facilities listed in Exhibit C for the City of Pembroke Pines, including, but not limited to, all equipment, structures, instrumentation, vehicles, parts, processes, buildings, fixtures, electrical panels, conduit, tanks, treatment facilities, disposal facilities, computers, communications systems, and generators.

2.13 "Maintenance" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or by CONTRACTOR or otherwise required under standard industry practices to maintain the facilities in good to excellent condition, ordinary wear and tear excepted, and to maximize the service life of the Facilities.

2.14 "Maintenance and Repair Limit" means the total Maintenance and Repair expenditures that CONTRACTOR has included in the annual fee.

2.15 "CONTRACTOR" means the person, firm or corporation with whom CITY has entered into the Agreement for the performance of the Services as defined by the

Agreement.

2.16 "Project" means all the work performed pursuant to the Agreement at the Facilities.

2.17 "Repairs" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment or facilities or some component thereof.

2.18 "Reports" means all annual reports including monthly operating reports, annual reports and any other reports as required by the Permit or manufacturers.

2.19 "Services" means the Scope of Services outlined in Article 4 of the Agreement.

2.20 "Service Area" shall include all city operated areas within the municipal borders of the City of Pembroke Pines.

2.21 "Subcontractor" means an individual, firm or corporation who enters into a Contract with CONTRACTOR for the performance of any part of CONTRACTOR'S Services. The term "Subcontractor" does not include a separate CONTRACTOR or Subcontractors of a separate CONTRACTOR.

2.22 "Unforeseen Circumstance(s)" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to; (i) an act of God, lightning, tornado, fire, explosion, flood, acts of terrorism; (ii) preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; (iii) any change in any Applicable Laws as defined herein; (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of CONTRACTOR; (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation, maintenance, management and repair of the Project; and (vi) failure of Facility's design or technology; excluding:

2.22.1 General economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;

2.22.2 Changes in the financial condition of the CITY, the CONTRACTOR, or any of their affiliates or SubCONTRACTORS;

2.22.3 Any impact of prevailing wage laws on the CONTRACTOR'S costs, provided however that such requirements or demands may constitute a change of law entitling the CONTRACTOR to additional compensation;

2.22.4 The consequence of CONTRACTOR error, including any errors of

CONTRACTOR affiliates or SubCONTRACTORS; and/or

2.22.5 Litigation against the CITY and/or CONTRACTOR.

ARTICLE 3

CITY'S REPRESENTATIVE

3.1 It is understood that the CITY shall designate, in writing, at the time of execution of the Agreement, a representative that shall be the sole and exclusive contact for the CONTRACTOR and act on its behalf with respect to the Services provided under this Agreement.

3.2 The representative shall be authorized to transmit instructions, receive information, and make decisions with respect to the performance of the Services.

ARTICLE 4

SCOPE OF SERVICES & CONTRACTOR RESPONSIBILITIES

The scope of this project includes operation, management, maintenance and repair of all City facilities listed in Exhibit C of this agreement. The scope of services shall include but not be limited to the following.

4.1 The CONTRACTOR shall provide supervised staff for all aspects of facility and grounds management, operation and maintenance, and for all costs including hiring, training, and administering all personnel-related issues to complete the maintenance requirements at all City Facilities. Additionally, service levels shall provide the ability to respond immediately to situations involving the health and safety of employees or the public; comfort and operational capability of any public meeting space.

4.2 CONTRACTOR shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical, and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance according to the State of Florida and are capable and demonstrate experience necessary to operate and maintain the Facilities.

4.3 CONTRACTOR shall provide ongoing training and education for appropriate personnel in all necessary areas of modern process control, operations, energy management, maintenance, repair, safety, supervisory skills and emergency operations.

4.4 CONTRACTOR shall develop and implement an organized in-house safety program that will include regularly scheduled safety training sessions for all plant personnel; standard operating procedures for chemical handling, confined space entry, and emergency response; and the care and use of the proper safety equipment to perform these procedures.

4.5 CONTRACTOR shall assume full responsibility for the continuous operation of the Facilities and shall operate, manage, maintain, repair and monitor the Facilities in accordance with the requirements established by Applicable Laws and general practices of the CITY.

4.6 CONTRACTOR shall provide all personnel and associated wages, salaries, benefits; all services; all tools, supplies, spare parts, vehicles and materials, including fuel, oil, lubricants, filters, spark plugs, gaskets and other consumables; necessary to operate the Facilities in accordance with all Applicable Laws. The Facilities shall be operated in a manner to ensure that the Facilities satisfy all Applicable Laws.

4.7 CONTRACTOR shall provide every employee a vehicle, if required to perform duties. CONTRACTOR may allow employees to share vehicles as is currently being done by CITY. Any exceptions must be approved by the CITY representative.

4.8 CONTRACTOR shall meet with representatives of the CITY as needed and as requested by the CITY or, at minimum at least monthly, to review operations, reports and costs. CONTRACTOR shall maintain a professional, responsible and responsive working relationship with representatives of the CITY, regulatory authorities, suppliers of materials, utilities and services, and the public.

4.9 While performing services under the Agreement, all personnel shall wear uniform shirt with the logo of the CONTRACTOR and shall wear a CITY identification tag. Identification tag shall be furnished by the CITY.

4.10 While performing services under the Agreement, all personnel shall be equipped with communication equipment, including but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the City Manager or designee at the time of execution of the Agreement and such list shall be updated and provided to the City Manager or designee on a regular basis.

4.11 CONTRACTOR shall maintain inventory of all consumable materials and spare parts required for operation of the Facilities. CITY shall provide storage warehouse and facilities.

4.12 CONTRACTOR will be required to manage and coordinate any existing City contracts with municipal subCONTRACTORS until expiration as listed in the attachments. Active contracts will continue until the money or time expires on the contract, whichever comes first. The CONTRACTOR will document any instances of poor performance by the municipal subCONTRACTOR of the existing City contract. If the City prematurely terminates the municipal subCONTRACTOR before the contract expiration date listed, the City will compensate the CONTRACTOR for assuming the unanticipated workload remaining on the terminated contract. At the end of the term of the municipal subcontract the CONTRACTOR will provide a performance based proposal to add this work into this contract via a supplemental agreement and will be eligible to bid this work if the City

determines that it will let a new contract to perform this work.

4.13 Litter Control - The CONTRACTOR shall retrieve and dispose of all litter and debris on a daily basis. This shall include constant monitoring of the grounds during the hours of operation and disposing of all litter and debris as needed.

4.14 General Painting/Carpentry - The CONTRACTOR shall provide highly skilled (journey level) personnel capable of performing rough and finished carpentry work in construction and repair of structures such as partitions, walls, doors, fences, window frames, office furniture, roofs, shelves or other facility related items. CONTRACTOR shall provide highly skilled (journey level) personnel capable of operating woodworking power tools in safe manner. CONTRACTOR shall provide highly skilled (journey level) personnel capable of performing fabrication for custom projects as needed. CONTRACTOR shall provide highly skilled (journey level) personnel capable of performing painting projects as needed.

4.15 Plumbing Maintenance & Basic Repairs - The CONTRACTOR shall provide highly skilled labor capable of performing basic and major plumbing repairs on City facilities. CONTRACTOR shall also be responsible for performing monthly inspections and preventative maintenance on plumbing systems throughout the City.

4.16 Electrical Systems Maintenance and Repairs - The CONTRACTOR shall provide highly skilled licensed labor capable of maintaining and repairing all electrical systems Citywide.

4.17 Masonry - The CONTRACTOR shall provide highly skilled licensed labor capable of providing concrete, stucco, and tile work throughout the City as needed.

4.18 Building and Grounds Maintenance and Repairs - The CONTRACTOR shall provide maintenance, service, and/or repair for building hardware, windows, roofs, fire and burglar alarms, flag poles, ceiling tiles, locksmith services, telecommunication systems, and other minor maintenance and repairs as identified by the CITY. CONTRACTOR shall also provide irrigation maintenance for systems adjacent to City buildings.

4.19 Routine Facility Support Activities - The CONTRACTOR shall provide labor to assist departments with moving and installing furniture, relocating office equipment, general clean-up and maintenance of common areas during working hours, and support for other special projects as needed.

4.20 Floors - The CONTRACTOR shall provide labor to remove and install replacement flooring and repair existing flooring such as carpet, tile, and other materials.

4.21 Heating-Ventilation-Air Conditioning (HVAC) Maintenance and Monitoring - The CONTRACTOR shall provide highly skilled labor capable of performing basic and major HVAC repairs on City facilities. CONTRACTOR shall also be responsible for performing monthly inspections and preventative maintenance on HVAC systems throughout the City.

4.22 Hurricane Preparation of City Buildings and Structures - In the event the City is presented with an emergency situation, the CONTRACTOR must provide labor to properly secure all City facilities and provide support during and post emergency event.

4.23 Code Enforcement Support/Abandoned Properties - The CONTRACTOR shall provide labor to assist code enforcement in the maintenance of code violations and abandoned properties

4.24 Wetland Maintenance - The CONTRACTOR shall provide skilled labor to maintain the City owned wetland and preserve areas.

4.25 Fuel Storage Maintenance – The CONTRACTOR shall provide skilled labor to operate and maintain the City owned fuel storage tanks and fuel disbursement system. CONTRACTOR shall also be responsible for managing the City’s fuel inventory. CITY shall be responsible for all expenses related to acquisition of fuel. CONTRACTOR will not utilize the City’s fuel as part of the operation of this contract.

4.3 Employee Count

4.3.1 CONTRACTOR shall perform all Maintenance and Repair on the Facilities, including activities associated with usual and customary repairs utilizing the staffing levels currently in place.

4.3.2 Current levels consist of the following categories

- A/C Maintenance – 10 Fulltime
- Alarm Maintenance – 1 Fulltime
- Carpenter/Mason – 17 Fulltime
- Electrical – 6 Fulltime
- Locksmith – 2 Fulltime
- Painting – 5 Fulltime
- Plumbing – 2 Fulltime
- Building Maintenance – 15 Fulltime; 1 Part-time
- Grounds Maintenance – 13 Fulltime
- Warehouse Management – 1 Fulltime
- Administrative Services – 3 Fulltime
- Management/Supervisor – 8 Fulltime; 2 Part-time

4.3.3 CONTRACTOR shall provide a list of positions and the value of the contract related to each position to CITY at the start of the agreement. The CONTRACTOR shall provide the CITY with an updated list each year on the anniversary date of the contract.

4.3.4 CONTRACTOR shall maintain current staffing and service levels. If CONTRACTOR can identify efficiencies in staffing, CONTRACTOR may request approval from the CITY to reduce the number of staff as outlined in 4.3.2. The CONTRACTOR shall rebate to the CITY 50% of the entire value of the reduction in staff

as provided for in section 4.3.3. Any reduction in staffing levels must first be approved by CITY. Any vacancies that have not been approved by the CITY must be filled by CONTRACTOR immediately. If vacancy is not filled within seven (7) days, CITY is entitled to a 100% reimbursement of funds related to the vacant position according to the list provided for in 4.3.3. The reimbursement amount shall be calculated starting after the seventh day the position is vacant until the position is filled and shall be based on a ten hour day; Monday through Thursday.

4.4.4 Each quarter, starting three months after the commencement date of the contract, the CITY and CONTRACTOR shall reconcile any vacancies related to the contract and adjust the payment to CONTRACTOR.

4.4 Records and Reports

All information required as part of this section is subject to Chapter 119, Florida Statutes as listed in Section 19.5

4.4.1 CONTRACTOR shall prepare and process comprehensive monthly reporting to the CITY of the Facilities operating parameters, maintenance plans and activities, improvement activities, equipment and parts inventories, manpower utilization and other relevant information in accordance with all Applicable Laws.

4.4.2 CONTRACTOR shall prepare and submit to the CITY all Reports and all other information required by, and in accordance with permits and manufacturers' warranties, as well as monitoring for all City facilities.

4.4.3 CONTRACTOR shall prepare a monthly and year to date financial summary of expenditures. This report shall be submitted as part of the appropriate monthly report.

4.4.4 Once each year, at a time to be determined in advance by CITY, CONTRACTOR shall submit Reports that record significant events of the past year, describe the status of the Facilities and compare the status of planned activities.

4.4.5 CONTRACTOR shall maintain safety records in connection with its operation of the Facilities and performance of Services under this Agreement. The CONTRACTOR must record the relevant details regarding any accidents or injuries occurring at the Facilities. The CONTRACTOR shall prepare a monthly report for the CITY detailing its safety record.

4.4.7 CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall provide these reports to the CITY in a timely manner.

4.4.8 CONTRACTOR shall utilize CITY's current computerized programs for maintenance, process control, cost accounting, and QA/QC.

4.5 Permits

4.5.1 CONTRACTOR shall assume responsibility for payment of any penalties, fines, damages or recovery costs and the CITY'S expenses, including attorneys' fees, expenses, fees and costs, to defend any claim from Federal, State, or Local agencies arising out of, related to or resulting from CONTRACTOR'S violations of any laws and permits, faulty operation or operation not in conformance with applicable law or the permit.

4.5.2 CONTRACTOR shall obtain and maintain all required Permits, licenses and authorizations.

4.6 Manufacturers' Warranties

4.6.1 CONTRACTOR is responsible for conducting all services necessary to maintain existing warranties and obtain all manufacturers' warranties on equipment purchased on behalf of the CITY and shall assist the CITY in enforcing manufacturers' warranties and guarantees.

4.6.2 CONTRACTOR shall provide the CITY with full documentation that preventive maintenance is being performed on all CITY-owned equipment; to include building and mechanical, in accordance with manufacturers' recommendations at intervals and in sufficient detail as may be determined by the CITY.

4.6.3 CONTRACTOR shall be responsible for notifying the CITY of any required modifications in the Facilities in accordance with all warranties and applicable laws. CONTRACTOR shall not be responsible for any violations of applicable laws and conditions under the warranties due to failure of the Facilities design and construction.

4.7 Inspection Processes

4.7.1 CONTRACTOR shall conduct a yearly comprehensive facility inspection with representatives of the CITY to evaluate and document condition of the Facilities, safety issues or other concerns. CONTRACTOR shall inspect Facilities and CITY-owned equipment and notify the CITY of specific capital expenditure needs annually.

4.8 Use of City Equipment

4.8.1 The CITY will provide the CONTRACTOR with the use of the following CITY-owned equipment:

CITY ASSET #	MAKE	MODEL	YEAR	VIN
463	EAGER BEAVER	TRAILER	1992	112DPM279NL039676
2222	DIAMONDBACK	AIRBOAT	2006	DPK120561505

2405	HUDSON	TRAILER	2004	10HHTD1DX41000225
2406	HOLLAND	BACKHOE	2004	31049677
2444	CROSSLEY	TRAILER	2003	5MWBE202735001729
2516	EAGER BEAVER	TRAILER	2006	1Z9DT14226J213427
4008	VOLVO	SKID STEER	2012	SERIAL #1641277
4245	BOBCAT	LOADER/BKHOE	2000	51444235
4411	CHEVY	FLATBED FOR CHIPPER	1993	1GBJC34K8PE229487
4416	FORD	DUMP TRUCK	1995	1FDXF80EXSVA04517
4433	FORD	DUMP TRUCK	1995	1FDXF80C25SVA8059
4451	BOBCAT	TRAILER W/ROOT SAW	1996	509640099
4490	STERLING	DUMP TRUCK	2003	2FZAAMBV12AK05743
4492	CHEVY	FLATBED	2006	1GBC4C1G96FA15939
4802	N/A	TRAILER	2008	NOVIN0200590447
5502	FORD	BUCKET TRUCK	1994	1FDXF80C15VA02167

4.8.2 The CONTRACTOR shall be responsible for providing fuel and insurance on all CONTRACTOR-utilized/CITY-owned equipment.

4.8.3 The CITY shall be responsible for all repairs and maintenance on CITY-OWNED equipment

4.8.4 Any equipment needed by the CONTRACTOR that is not provided in Section 4.8.1 shall be provided at the expense of the CONTRACTOR.

4.8.5 CONTRACTOR shall be the sole entity utilizing the equipment listed above.

4.9 Use of City Vehicles

4.9.1 The CITY will provide the CONTRACTOR with the use of the following CITY-owned vehicles for six (6) months from the date of execution. After six (6) months, the CONTRACTOR shall be responsible for providing all vehicles needed to comply with the requirements of this contract:

CITY ASSET #	MAKE	MODEL	YEA R	VIN
2213	FORD	E250 VAN	1995	1FTFE24Y4SHB73810
2217	CHEVY	C2500 PICKUP	1996	1GCFC24M3TE120120
2221	CHEVY	C2500 PICKUP	1996	1GCGC34R8TZ113940
2230	FORD	E150 VAN	2004	1FTSE34L74HB48511
2231	FORD	E150 VAN	2004	1FTSE34L94HB48512

2232	CHEVY	C3500 PICKUP	2004	1GBHC24U74E377666
2403	FORD	EXPLORER	2003	IFMZU72KX3UB83578
2408	FORD	E250 VAN	2007	1FTSE34L06DA85147
2410	CHEVY	C3500 PICKUP	2007	1GBHC24U16E155577
2455	FORD	E350 VAN	2007	1FTSE34L17DB00627
2456	FORD	E350 VAN	2007	1FTSE34L57DA94055
2457	FORD	E250 VAN	2007	1FTSE34L47DB19365
2603	FORD	EXPLORER	2007	1FMEU73E37UA52599
2605	FORD	EXPLORER	2007	1FMEU73E37UA67667
4003	FORD	E350 VAN	2006	1FDSE35L76HA37406
4016	CHEVY	EXPRESS CARGO VAN	2012	1GCZGUCA6D1101106
4018	FORD	F150 PK-UP W/TOPPER	2012	1FTMF1CMXCKE37968
4022	FORD	F350 PK-UP	2012	1FTBF3A68CEC56146
4206	CHEVY	C3500 PICKUP	2000	1GCGC34R2YR201194
4209	CHEVY	C5500	2000	1GCGC34R7YR201238
4212	FORD	F150 PK-UP	2000	1FTPF17L6YNB95846
4219	CHEVY	G20 VAN	1999	1GCHG35R6X7149640
4224	CHEVY	C5500	1999	1GBGC34R9XR714719
4225	CHEVY	C2500 PICKUP	1999	1GBGC34R5XR714734
4228	FORD	F250 PICKUP	1998	1FTPF2767WNB92175
4229	FORD	E250 VAN	1998	1FTNE2423WHB54467
4233	CHEVY	MALIBU	1998	1G1ND52T3WY188059
4234	CHEVY	C3500 PICKUP	1998	1GBGC34R5WZ255025
4235	CHEVY	C3500 PICKUP	1998	1GBGC34R7WZ253695
4238	CHEVY	BLAZER	1999	1GNDDT13W6XK129266
4248	CHEVY	G20 VAN	2001	1GCHG35R211180990
4249	CHEVY	G20 VAN	2001	1GCHG35R611183407
4251	CHEVY	G20 VAN	2001	1GCHG35R211217648
4252	CHEVY	G20 VAN	2001	1GCHG35R211217844
4253	CHEVY	G20 VAN	2001	1GCHG35R011217387
4255	FORD	E350 PK-UP	2001	1FTSF30L91ED15340
4265	FORD	E350 VAN	2003	1FTSE34L63HB13750
4266	FORD	E350 VAN	2003	1FTSE34L43HB12483
4268	FORD	RANGER PK-UP	2003	1FTYR10D33PB40802
4269	FORD	RANGER PK-UP	2003	1FTYR10D93PB40805
4270	CHEVY	C3500 PICKUP	2003	1GCHC24U43E301901
4271	CHEVY	C3500 PICKUP	2003	1GCHC24UX3E298647
4272	FORD	E350	2003	1FTSE34L43HB89449

4274	FORD	RANGER PK-UP	2004	1FTYR10DX4PB48624
4277	FORD	VAN	2004	1FTSE34L44HA88154
4278	FORD	E150 VAN	2006	1FTSE34L96HA09520
4279	FORD	E150 VAN	2006	1FTSE34L06HA09503
4403	CHEVY	C2500 PICKUP	1993	1GCEG25Z6PF332087
4422	CHEVY	C1500 PICKUP	1994	1GCDC14Z4RZ243939
4454	CHEVY	CAVALIER	1997	1G1JC5246V7293452
4455	CHEVY	S10 PICK UP	1997	1GCCS1444VK217699
4458	CHEVY	S10 PICK UP	2000	1GCCS1453Y8240255
4461	FORD	E350 VAN	1997	1FTEE1426VHB77203
4463	FORD	E250 VAN	1997	1FTEE142XVHB77205
4465	CHEVY	S10 PICK UP	1998	1GCCS1448W8176962
4474	FORD	F250 PICK UP	1998	1FTNE2427WHB54469
4476	CHEVY	G20 VAN	1990	1GCHG35R0X1151254
4477	CHEVY	G20 VAN	1999	1GCHG35R5X1151704
5504	CHEVY	C1500 PICKUP	1994	1GCDC14Z5RZ251208
5519	FORD	E350 VAN	1997	1FBJS31LXVHB71392
5524	FORD	F250 PICKUP	1997	1FTEF2760VKD69379
5525	FORD	F150 PICKUP	1997	1FTEF2767VKD69380
5527	FORD	F250 PICKUP	1997	1FTEF2760VKD69382
5544	DODGE	VAN	1999	2B5WB35Z5XK560210
5549	CHEVY	S10 PICK UP	2000	1GCCS1450Y8240004
6080	FORD	E350 VAN	1995	1FTFE24H7SHB73817
6425	FORD	FREESTAR VAN	2004	2FTZA54624BB25697
7385	DODGE	STRATUS	2004	1B3EL36T34N138397
7389	DODGE	STRATUS	2004	1B3EL36T54N138398
7770	FORD	EXPLORER	2000	1FMZU63PXYUB62371
8828	CHEVY	MALIBU	1998	1G1ND52T0WY188696
2409	FORD	E250 VAN	2006	1FTSE34LX6DA71921
2413	CHEVY	C3500 PICKUP	2006	1GCHC24UX6E264924
2448	FORD	RANGER PICKUP	2007	1FTYR10D47PA84360
2449	FORD	RANGER PICKUP	2007	1FTYR10D87PA84362
2451	FORD	RANGER PICKUP	2007	1FTYR10D67PA84361
4209	CHEVY	C3500 PICKUP	2000	1GCGC34R9YR201094
4213	FORD	F250 PICKUP	2000	1FTPF17L8YNB95850
4257	FORD	F350 PICKUP	2001	1FTSF30L21ED15339

4.9.2 During the six month period, the CONTRACTOR shall be responsible for providing insurance on all vehicles.

4.9.3 During the six month period, the CITY shall provide fuel and perform all repairs and maintenance on the vehicles

4.9.3.1 The cost of fuel and the repairs and maintenance will be invoiced to the CONTRACTOR each month. The cost of fuel shall be based on the City's cost to purchase plus 10% for administrative overhead. The cost of repairs and maintenance will be carved out as a percentage of the monthly cost for the repair and maintenance of all CITY vehicles.

4.9.4 Any vehicles needed by the CONTRACTOR that are not listed in Section 4.9.1 shall be provided at the expense of the CONTRACTOR.

ARTICLE 5

TERM

5.1 The term of this Agreement shall be for five (5) consecutive years, commencing on November 1, 2013 or upon execution by both parties through October 31, 2018.

5.2 The Term may be renewed for one (1) additional five year term, subject to mutual consent and the execution of a written amendment to this Agreement.

ARTICLE 6

COMPENSATION

Compensation under this Agreement shall consist of the following:

6.1 The Annual Fee for Services for the period starting on the effective date set forth in Article 5.1 and ending one year later (First Agreement Year) shall be \$4,739,450 [FOUR MILLION SEVEN HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED AND FIFTY DOLLARS AND NO CENTS.]

6.1.1 The Annual Fee does not include the component for Maintenance and Repair Limit as specified in Section 6.2.

6.1.2 The CITY has established an owner's contingency amount of \$166,854 [ONE HUNDRED SIXTY SIX THOUSAND EIGHT HUNDRED FIFTY FOUR DOLLARS AND NO CENTS] related to this contract. The CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the CONTRACTOR shall only be paid amounts as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

6.2 The Maintenance and Repair Limit is \$1,128,540.00 [ONE MILLION ONE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED FORTY DOLLARS AND

NO CENTS] for the First Agreement Year. For each year thereafter, the Maintenance and Repair limit will be annually negotiated based upon a fixed fee schedule [to be negotiated and attached hereto and incorporated herein] as agreed to between CONTRACTOR and CITY which includes but is not limited to purchases, labor rates, equipment, SubCONTRACTOR mark-ups and contingency items to be used for facility repairs and upgrades. In the event agreement cannot be reached between the parties the previous year's Maintenance and Repair Limit shall apply during the negotiation period on a pro-rated basis.

6.2.1 Maintenance and Repair expenditures exclude any labor costs for CONTRACTOR'S staff assigned to the Project. CONTRACTOR'S specialized maintenance personnel not assigned at the Project, who provide specialized services such as, but not limited to, vibration, indoor air quality, mold remediation, HVAC efficiency evaluations, structural/building envelope assessments, roofing assessments, electrical analyses, and instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit. In the event CONTRACTOR elects to sub-contract labor for Maintenance and Repair items that could be handled by staff, such labor costs will not be charged to the Maintenance and Repair Limit.

6.2.2 Items included under the Maintenance and Repair Expenditures include but are not limited to:

- A. All materials and supplies necessary to maintain and repair all Facilities and equipment within the Facilities
- B. Facility Maintenance Agreements
- C. Operating Supplies
- D. First Aid and safety equipment and supplies
- E. Cleaning and Janitorial Supplies
- F. Small Equipment
- G. Rental of Equipment
- H. Travel Expenses
- I. Office Supplies

6.2.3 Items not included under the Maintenance and Repair Expenditures include but are not limited to:

- A. Uniform Expenses
- B. Cellular Phone Expenses
- C. Fuel
- D. Vehicle Maintenance and Repairs
- E. Insurance
- F. CONTRACTOR overhead costs required as part of the management of the contract.

6.2.4 If actual Maintenance and Repair expenditures are less than the Maintenance

and Repair Limit for any Agreement year, CONTRACTOR will rebate 70% of the entire difference to CITY in accordance with Section 7.3. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, CITY will pay the excess (no CONTRACTOR profit) to CONTRACTOR in accordance with Section 7.3. CONTRACTOR will provide the CITY monthly reports of actual Maintenance and Repair expenditures which are charged against the Maintenance and Repair Limit, and shall notify CITY when actual Maintenance and Repair expenditures equal seventy percent (70%) of Maintenance and Repair Limit. Beginning and Ending inventories will be taken into account when calculating the final amount expenditure amount.

6.3 Starting on the first month of the second Agreement year and every consecutive year thereafter, for the entire term of the Agreement, the Annual Fee and the Vehicle Expense Limit shall be automatically adjusted according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the month of April or 4%, whichever is less but not less than zero. The Maintenance & Repair shall not be subject to the CPI increase as the amount will be reviewed and set annually by the CONTRACTOR and CITY.

6.4 CONTRACTOR may modify the process and/or Facilities to achieve the objectives of this Agreement and charge the modification costs to the Maintenance and Repair Limit; provided, however, CONTRACTOR shall obtain the prior written approval from the CITY'S REPRESENTATIVE.

ARTICLE 7

PAYMENT PROCEDURES

7.1 CONTRACTOR shall submit on a monthly basis an invoice in a format approved by the City Manager which shall include all required back-up documentation to support the amount. CONTRACTOR shall submit a monthly invoice to the CITY no later than the 15th day of the following month for which services were provided.

7.2 CITY shall process all submitted invoices from the CONTRACTOR on a monthly basis. CONTRACTOR shall be paid the Annual Fee as established in Section 6.1, the Maintenance and Repair Limit as established in Section 6.2, in twenty-six (26) equal bi-weekly installments. The CITY shall pay the CONTRACTOR for all approved invoices, in a manner consistent with the Florida Prompt Payment Act, Chapter 218, and Florida Statutes.

7.3 Any monies payable by either party pursuant to Section 6.2 shall be paid within the later of sixty (60) calendar days after the end of each Agreement year or thirty (30) calendar days from submittal of approved invoices.

7.4 Any monies payable to CITY by CONTRACTOR pursuant to Section 4.3, Section 4.9, and 6.1.2 shall be paid within thirty (30) calendar days of CONTRACTOR receiving the invoice from CITY.

ARTICLE 8

CHANGES IN THE SCOPE OF SERVICES

A Change in Scope of Services shall occur as a result of:

8.1 Any change in Facilities operations, personnel qualifications or staffing or other cost which is mandated or otherwise required by a change in any Applicable Law or Permit, or an action or forbearance of any governmental body having jurisdiction to order, dictate or require such change or any Unforeseen Circumstance;

8.2 Capital improvements to the Facilities by or at the request of the CITY which result in the change by CONTRACTOR of its methods or costs of operation of the Project; and

8.3 For Changes in Scope described in Sections 8.1 and 8.2, the Annual Fee shall be increased by an amount equal to CONTRACTOR'S additional Cost plus overhead and profit at 7.5% associated with the Change in Scope as agreed to by both parties. If there is a decrease in Scope, the Annual Fee shall be decreased by the decrease in actual costs associated therewith.

ARTICLE 9 **CITY'S RESPONSIBILITIES**

9.1 CITY shall pay directly all usual and customary electric, phone, internet trash disposal and water/sewer bills associated with CONTRACTOR'S operation of the facilities as described in the Contract Documents. All other utility related expenses, such as cellular phones, will be the responsibility of the CONTRACTOR as part of the negotiated Annual Fee outlined in Section 5.1. CONTRACTOR shall use its best efforts to minimize usage of electricity and water.

9.2 CITY shall be responsible for all real estate and personal property taxes applicable to CITY owned property in use at the Facilities.

9.3 CITY shall coordinate with CONTRACTOR to perform other work at or within the Facilities by the CITY'S own forces, have other work performed by utility owners or directly Contract for such other work. Written notice thereof will be given to CONTRACTOR prior to starting any other work not previously noticed to CONTRACTOR in order to minimize disruption or interference with CONTRACTOR'S obligations under this Agreement.

9.4 CITY shall ensure that all CITY personnel and invitees are informed of the CONTRACTOR'S safety and operating procedures and comply therewith.

9.5 Limitations on CITY'S Responsibilities: CITY shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR'S means, methods, techniques, sequences, or procedures, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Applicable Laws applicable to the performance of the Services. CITY shall not be responsible for CONTRACTOR'S failure to perform the Services in accordance with the Contract Documents unless such failure to

perform by CONTRACTOR is caused by CITY, CITY'S representative, an employee or agent of the CITY or Unforeseen Circumstance.

9.6 CITY shall provide CONTRACTOR with office space, carpenter shop area, yard area for materials or any other space currently being utilized to perform the scope of this contract at no cost to the CONTRACTOR.

ARTICLE 10

SUBCONTRACTORS

10.1 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the SubCONTRACTORS, Suppliers and other persons directly or indirectly employed by SubCONTRACTORS, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Services under a direct or indirect contract with CONTRACTOR to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between the CITY and any such SubCONTRACTOR, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to see to the payment of any moneys due any such SubCONTRACTOR, supplier or other person or organization except as may otherwise be required by Applicable Laws.

10.2 CONTRACTOR shall not employ any SubCONTRACTOR, Supplier, or other individual or entity (including those not acceptable to CITY), whether initially or as a replacement, against whom CITY, in its sole discretion, may have objection. CONTRACTOR shall submit names, addresses and contact information of any and all SubCONTRACTORS to CITY in writing prior to commencement of services and during project progress if SubCONTRACTORS change or are added.

10.3 CONTRACTOR shall be solely responsible for scheduling and coordinating SubCONTRACTORS, Suppliers and other individuals and entities performing or furnishing any of the Services under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SubCONTRACTORS, Suppliers and such other individuals and entities performing or furnishing any of the Services to comply with the requirements imposed on CONTRACTOR under this Agreement. All SubCONTRACTORS, Suppliers and such other individuals and entities performing or furnishing any of the Services shall communicate with the CITY through CONTRACTOR.

10.4 CITY requires the identity of SubCONTRACTORS, Suppliers, and other individuals or entities to be submitted to the CITY in advance of the Project for acceptance by CITY. CITY'S acceptance of any such SubCONTRACTOR, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected SubCONTRACTOR, Supplier, or other individual or entity. No acceptance by CITY of any such SubCONTRACTOR, Supplier, or other individual or entity, whether initially or as a

replacement, shall constitute a waiver of any right of CITY to reject defective services.

10.5 All Services performed for CONTRACTOR by a SubCONTRACTOR will be pursuant to an appropriate agreement between CONTRACTOR and the SubCONTRACTOR, which specifically binds the SubCONTRACTOR to the applicable terms and conditions of the Agreement for the benefit of CITY.

ARTICLE 11

INSURANCE

11.1 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.

11.2 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. CONTRACTOR will provide the City with at least thirty (30) days' notice of a cancellation of any required insurance. 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.

11.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. CONTRACTOR shall not permit any lapse in required insurance. CONTRACTOR shall provide the CITY at least forty-five (45) days notice prior to expiration of insurance, and will provide the CITY a renewed certificate of insurance. CONTRACTOR will provide CITY with new certificates of insurance within ten (10) days of after the renewal date. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

11.4 REQUIRED INSURANCE

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

- A. Each Occurrence Limit - \$1,000,000
- B. Fire Damage Limit (Damage to rented premises) - \$100,000
- C. Personal & Advertising Injury Limit - \$1,000,000
- D. General Aggregate Limit - \$2,000,000 (this can be satisfied by primary or excess coverage)
- E. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the termination of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

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

11.4.2.1

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

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

11.4.3 Comprehensive Auto Liability/Equipment covering all owned, hired and non-owned vehicles used in connection with the performance of work under this Agreement with a combined single limit of liability for bodily injury and property damage of no less than \$1,000,000 each accident. In addition, the CONTRACTOR shall provide Physical Damage Coverage for all City Vehicles/equipment used by the CONTRACTOR in connection with this Agreement. The City of Pembroke Pines shall be named as Loss Payee as respects the City Vehicles. (Should include a list of City Vehicles for which the CONTRACTOR will be responsible as part of the Agreement)

11.4.4 Pollution Liability Insurance in an amount of no less than \$2,000,000 Each Incident and \$2,000,000 Annual Aggregate. If written on a Claims Made basis, this coverage shall be maintained for a period of no less than two (2) years after termination of the Agreement.

11.4.5 Excess Liability Insurance (Umbrella) shall be maintained in an amount of no less than \$5,000,000 per Occurrence and \$5,000,000 Annual Aggregate.

11.4.6 Crime Insurance including Employee Fidelity in an amount of no less than \$500,000

11.4.7 **Property/Inland Marine Insurance** covering property damage to CITY mobile equipment to be used and maintained by the CONTRACTOR. The City of Pembroke Pines shall be named as Loss Payee as respects the City Equipment. (Should, if possible include a list of Equipment for which the CONTRACTOR will be responsible as part of the Agreement)

11.4.8 **Professional Liability (Errors and Omissions) Insurance** for the services of any professional used in the performance of the work of this Agreement in the amount of \$2,000,000.00 per occurrence and in the aggregate. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

11.5 Each policy shall contain a Waiver of All Rights of Subrogation against the CITY. CONTRACTOR'S policies shall be Primary & Non-Contributory. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

11.6 CONTRACTOR shall name the CITY, as an additional insured on each of the liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

11.7 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.

11.8 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures. If the CITY exercises this right, the CONTRACTOR may request additional compensation as part of Section 6.1 based on mutual consent of both parties.

11.9 CONTRACTOR agrees to perform the work under the Agreement as an independent contractor, and not as a Subcontractor, agent or employee of CITY.

11.10 Violation of the terms of this Article and its sub-parts shall constitute a breach of the Agreement and CITY, at its sole discretion, may cancel the Agreement pursuant to Article 14 and 15 hereof and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

11.11 CITY'S Liability and Insurance.

11.11.1 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, Subcontractors or others on the Project. CITY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and

substantive provisions of Florida Statutes Sections 768.28 and 95.11.

ARTICLE 12

INDEMNIFICATION

In consideration of the sum of ten (\$10.00) dollars CONTRACTOR agrees to the following indemnities, which indemnities shall survive termination or expiration of this Agreement.

12.1 CONTRACTOR shall indemnify, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, obligations, penalties, fines, liabilities and expenses, direct, indirect or consequential, including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, CONTRACTOR and other professionals, all settlements, liens or judgments of any nature, and trial and appellate court and arbitration costs arising out of or relating to or resulting from the performance of the Services by CONTRACTOR, CONTRACTOR'S errors and omissions, or CONTRACTOR'S compliance or failure to comply with its obligations under the Agreement, excluding claims arising from the negligence of CITY. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (a) any and all bodily injuries, sickness, death, disease; (b) injury to or destruction of tangible personal property, including the loss of use resulting there from or which arise from negligent acts or omissions or environmental damage of the CONTRACTOR performing Services at the Facilities; (c) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the operation, management, Maintenance and Repair, including the warranty period; (d) CONTRACTOR'S or CONTRACTOR'S SubCONTRACTORs use of any improper materials; (e) any construction defect including patent defects relating solely to Facilities constructed by CONTRACTOR or SubCONTRACTORs; (f) any act or omission of CONTRACTOR or SubCONTRACTORs, agents, servants or employees; (g) the violation of any Applicable Law or any federal, state, county or CITY laws, ordinances or regulations by CONTRACTOR, its SubCONTRACTORs, agents, servants or employees; (h) any patent or copyright infringement; and (i) the breach or alleged breach by CONTRACTOR of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2 In the event that any claims are brought or actions are filed against the CITY with respect to the indemnity contained herein, the CONTRACTOR agrees to defend against any such claims or action regardless of whether such claims or actions are rightfully or wrongfully brought or filed. CITY reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of CONTRACTOR.

12.3 Such CONTRACTOR'S indemnification shall not be limited to the amount of comprehensive general liability insurance which CONTRACTOR is required to obtain under the Agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party

described in this Paragraph and its subparts.

ARTICLE 13
CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

13.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Proposal Documents.

13.2 CONTRACTOR has visited the site, and has become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of Services for the Project.

13.3 CONTRACTOR is familiar with and is satisfied as to all Applicable Laws, and all other federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Project.

13.4 CONTRACTOR is aware of the general nature of the Services to be performed by CITY and others at the site that relates to the Project as indicated in the Agreement.

13.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Agreement and all additional examinations, investigations, explorations, tests, studies and data with the Agreement.

13.6 CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Services.

13.7 CONTRACTOR warrants the following:

13.7.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Agreement because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

13.7.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

13.7.3 Licensing, Bonds and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses, Bonds and permits whether federal, state, county or CITY.

13.7.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for a public entity crime.

13.8 The CONTRACTOR represents and warrants to the CITY that:

13.8.1 It is financially solvent and has sufficient working capital to perform the obligations under this Agreement;

13.8.2 It is experienced and skilled in the specialized type of Services described in the Agreement;

13.8.3 It is able to provide the labor, materials, equipment and machinery necessary to perform the Services for the agreed upon fees;

13.8.4 It is fully licensed under all Applicable Laws and authorized to do business in the State of Florida in the name of the entity identified as the "CONTRACTOR" in the Agreement; and

13.8.5 It will comply with all Applicable Laws, and other federal, state and local governmental laws, rules and regulations relating to its responsibilities as set forth in the Contract Documents.

13.9 Truth in Negotiation:

13.9.1 CONTRACTOR warrants that all cost and pricing data provided to the CITY and CITY during the term of the Agreement shall be complete, accurate and current when provided. Should there be any changes in the Cost and Pricing Data previously submitted, the CONTRACTOR shall notify and provide the new information to the CITY immediately. CITY shall be entitled to issue an appropriate Change Order to adjust the Contract Price and contract times based on correcting inaccurate or incomplete information provided by CONTRACTOR.

13.9.2 Despite any provisions in the Contract Documents to the contrary, any amounts paid by CITY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under the Agreement shall be reimbursed by CONTRACTOR to CITY. The

making of Final Payment to CONTRACTOR shall not be a waiver of CITY'S right to reimbursement from CONTRACTOR nor shall it discharge CONTRACTOR'S obligation to refund the overpayment. The terms of this Article shall survive the CITY'S making final payment.

13.9.3 CONTRACTOR shall insert a provision containing all the requirements of this Article, in all Subcontracts between CONTRACTOR and SubCONTRACTORS, Engineers or Suppliers or other persons, altering the section only as necessary to identify properly the contracting parties.

13.10 CONTRACTOR warrants and represents that its employees have received sexual harassment training and that CONTRACTOR maintains appropriate sexual harassment and anti-discrimination policies.

13.11 CONTRACTOR warrants and represents that its employees will abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

13.12 CONTRACTOR shall maintain a Drug-Free workplace as that term is defined in Florida Statutes.

ARTICLE 14 **TERMINATION**

14.1 CITY may elect to terminate all or a portion of the Services provided by CONTRACTOR in this Agreement, for cause or convenience, by giving CONTRACTOR written notice of at least 90 calendar days prior to the effective date of termination. Upon receipt of written notice of termination, CONTRACTOR shall not enter into any third party agreements and shall incur only those expenses specifically approved or directed in writing by the CITY Manager. Upon written notice of termination, the CITY Manager may elect not to use the services of CONTRACTOR.

14.2 CONTRACTOR may terminate the Agreement at any time by giving the CITY written notice of at least 90 calendar days prior to the effective date of termination.

14.3 In the event that this Agreement is terminated for convenience, the CONTRACTOR shall be paid for any Services performed up to the date of termination. Upon receipt of a notice of termination, the CONTRACTOR shall perform only those services specified by the CITY Manager and shall not incur additional expenses without the CITY Manager's prior written approval.

14.4 CITY may, if CONTRACTOR neglects to perform Services properly or to perform any provision of the Agreement, or does, or omits to do, anything whereby safety or operations may be endangered or whereby damage or injury may result to person or property, after forty-eight (48) hours written notice to the CONTRACTOR, without prejudice to any other remedy CITY may have, make good all Services, material, omissions or deficiencies, and may deduct the cost therefore from the amount included in the Contract Price due or

which may thereafter become due to the CONTRACTOR, but no action taken by CITY hereunder shall affect any of the other rights or remedies of CITY granted by this Agreement or by law or otherwise relieve the CONTRACTOR or the CONTRACTOR'S surety from any consequences or liabilities arising from such acts or omissions.

14.5 Upon termination or expiration, any compensation payable by CITY to CONTRACTOR shall be withheld until all Reports and documents are provided to CITY pursuant to Article 15 of this Agreement.

14.6. Upon termination or expiration, the CITY shall not be liable to CONTRACTOR for any additional compensation, consequential or incidental damages, lost profits, or any other compensation, beyond the compensation structure specifically provided for in this Agreement.

14.7 Upon termination or expiration of this Agreement and all renewals and extensions of it, CONTRACTOR will return the Facilities to CITY in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by CONTRACTOR for use in the operation or maintenance of the Services shall remain the property of CONTRACTOR upon termination of this Agreement unless the property was directly paid for by CITY or CITY specifically reimbursed CONTRACTOR for the cost incurred to purchase the equipment or personal property or this Agreement provides to the contrary.

ARTICLE 15

EVENT OF DEFAULT

In the absence of Unforeseen Circumstances, the following shall constitute default and give the CITY or the CONTRACTOR the right to terminate this Agreement for cause, without payment to CONTRACTOR for Services or the provision of services to the CITY beyond date of termination:

15.1 Should the CITY or CONTRACTOR persistently fail to perform the Services required under this Agreement, or materially and repeatedly cause the work to be rejected as defective; cause any material portion of the Facilities to be rejected by any governmental entity; persistently fail or refuse to promptly make any or all necessary repairs, including repairing work found to be defective; or

15.2 Should the CITY or CONTRACTOR become insolvent, be declared bankrupt, make an assignment for the benefit of creditors, or fail to pay SubCONTRACTORs or suppliers promptly in accordance with the terms of its SubCONTRACTORs; or

15.3 Should the CITY or CONTRACTOR fail to pay required taxes (unless being disputed pursuant to Applicable Laws), or fail to maintain required insurances and guarantees, or otherwise fail to pay any of its material obligations under this Agreement, or otherwise repudiates the terms of this Agreement.

15.4 Upon default by the City or CONTRACTOR, the CITY or CONTRACTOR may terminate the Agreement provided that written notice of such default is first provided and the default is not cured or corrected within sixty (60) calendar days of receipt of such notice. In the event that the nature of the default cannot be cured within a sixty (60) day period, then the CITY or CONTRACTOR may, at its sole discretion, extend the cure period to such time as the breach could reasonably be cured.

15.5 If and when any default of this Agreement occurs, the CITY or CONTRACTOR may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY or CONTRACTOR. Nothing contained in this Agreement shall limit the CITY or CONTRACTOR from pursuing any legal or equitable remedies that may apply.

ARTICLE 16

TRANSITION/PHASE-OUT PERIOD

16.1 In the event of termination or expiration, CONTRACTOR and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from CONTRACTOR to the CITY, or to any other person or entity the CITY may designate and to maintain during such period of transition the same scope of Services provided to the CITY pursuant to the terms of the Agreement.

16.2 CONTRACTOR will take all reasonable and necessary actions to transfer all books, records and data of the CITY in its possession in an orderly fashion to either the CITY or its designee in a hard copy and computer format.

16.3 Upon completion of the transition period and in further event that the CITY is unable to procure the same level of Services through its own means at such time of termination or expiration, the then pending term of this Agreement shall be extended by the written request of the CITY Manager and agreement by the CONTRACTOR in 120 day increments or until the CITY is capable of rendering such Services.

16.4 The compensation to be paid during this period shall be prorated pursuant to Article 6 upon termination or expiration.

ARTICLE 17

CONTRACT DOCUMENTS

The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

17.1 Change Orders

17.2 Contract for Operations and Maintenance

17.3 Exhibits to this Agreement

17.4 The documents listed above shall be incorporated into this Agreement (except as expressly noted otherwise above).

17.5 There are no Contract Documents other than those listed above in this Article.

ARTICLE 18

RECORDS/RIGHT TO INSPECT AND AUDIT

18.1 Ownership of all documents, including but not limited to drawings, as-builts, plans and specifications and related computerized documents utilized or prepared by the CONTRACTOR in the performance of the Services shall remain with the CITY. The CONTRACTOR, any SubCONTRACTORS or Supplier or other person or organization performing or furnishing any of the Services under a direct or indirect Agreement with the CITY shall not reuse any documents without the prior written consent of the CITY.

18.2 Upon termination or expiration of the Agreement, CONTRACTOR shall take all reasonable and necessary actions to transfer all records, including but not limited to, books, logs, data reports, receipts of the CITY in its possession in an orderly fashion to either the CITY or its designee in a hard copy and computer format.

18.3 CONTRACTOR shall maintain exact duplicate copies of all written correspondence, electronic mail, records of conversation, receipts, and reports related to the operation and maintenance of the Facilities, and all records retention requirements outlined in the Permit in an organized manner in an obvious and readily accessible location at the Facilities and available for inspection at any time.

18.4 CITY reserves the right to review all documents in draft form prior to CONTRACTOR'S submittal to the regulatory agency and be copied on all final documents submitted.

18.5 CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:

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

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

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.

The CITY shall have the right to immediately terminate this Agreement for the refusal by the CONTRACTOR to comply with Chapter 119, Florida Statutes. The CONTRACTOR shall retain all records associated with this Agreement for a period of five (5) years from the date of expiration of this Agreement.

18.6 CITY reserves the right to audit the records (pertaining to this project) of CONTRACTOR at any time during the performance and term of the Agreement and for a period of three (3) years after termination or expiration of this Agreement. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract. If an auditor determines that the CONTRACTOR was paid for Services not performed or paid in excess of materials provided, the CONTRACTOR shall reimburse the CITY for such overpayment.

ARTICLE 19

EMERGENCIES AND HURRICANE PREPAREDNESS

CONTRACTOR shall prepare and update an Emergency Preparedness Plan for the Facilities. CONTRACTOR shall provide resources for responding to emergency situations and unanticipated system failures on a 24-hour basis and in accordance with the CONTRACTOR'S Emergency Preparedness Plan, if applicable.

19.1 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR is obligated to act in a timely manner and to use CONTRACTOR'S best efforts to prevent threatened damage, injury or loss. CONTRACTOR shall give CITY prompt written notice if CONTRACTOR believes that any significant changes in the Facilities or variations from the Contract Documents have been caused thereby or are required as a result thereof.

19.2 CONTRACTOR shall use best efforts to secure or remove from the Facilities, prior to a storm event, any materials or equipment which could cause bodily injury, damage to the CITY'S installations and/or public or private property or that may result in a loss of

equipment or supplies. Site excavations shall be required to be secured and/or backfilled. No CONTRACTOR equipment may be parked within 100 feet of any CITY facilities. In the event of the issuance of a storm warning, the CITY will attempt to notify the CONTRACTOR, however, the CONTRACTOR is responsible for preparing for a storm event. The CONTRACTOR shall take the necessary precautions to protect the walking and motoring public from harm due to CONTRACTOR'S work activity.

19.3 CITY'S REPRESENTATIVE may, but is not required to, order the Services to be stopped if a condition of imminent danger exists. Nothing shall be constructed to shift responsibility or risk of loss for injuries and/or damages, cost of stoppage or delay of work, from the CONTRACTOR to the CITY. The CONTRACTOR shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at the Facilities.

19.4 CONTRACTOR shall be responsible for any hazardous environmental conditions created by the CONTRACTOR, SubCONTRACTORS, Suppliers, or anyone else for whom CONTRACTOR is responsible. If CONTRACTOR encounters a hazardous environmental condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a hazardous environmental condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all performance of Services in connection with such condition and in any area affected thereby; and (iii) notify CITY and immediately thereafter confirm such notice in writing.

19.5 During such periods of time as are designated by the United States Weather Service as being a hurricane watch or warning, or in the event of another emergency affecting the safety or protect of persons, the Facilities, or property adjacent thereto, or to avoid imminent environmental contamination, OPERATOR, at no cost to the CITY and without special instruction or authorization from CITY, shall take all precautions necessary to respond to all threatened events and to prevent or minimize such threatened damage, injury or loss. If this precautionary work requires labor and equipment beyond the scope work required as part of the Annual Fee, the OPERATOR will be reimbursed provided the CITY is reimbursed by FEMA. Such compensation includes OPERATOR's direct costs for the emergency work plus a reasonable mark-up of 10% for overhead and profit.

19.6 During such periods of time as are designated by the United States Weather Service as being a hurricane watch or warning, or in the event of another emergency affecting the safety or protect of persons, the Facilities, or property adjacent thereto, or to avoid imminent environmental contamination, CONTRACTOR, at no cost to the CITY and without special instruction or authorization from CITY, shall take all precautions necessary to respond to all threatened events and to prevent or minimize such threatened damage, injury or loss.

19.7 Compliance with any hurricane watch or warning precautions specific to the Broward County area shall not constitute additional work.

19.8 In the event of any emergency condition involving the Facilities which is found by the CITY to present a significant, immediate danger to public health, whether the cause of

CONTRACTOR or otherwise, and CONTRACTOR is either unable or unwilling to correct such condition, CITY may replace CONTRACTOR without notice during the emergency condition, provided that at the conclusion of any condition, CONTRACTOR shall be reinstated by CITY. Provided further, however, that CITY shall not be obligated to reinstate CONTRACTOR at the conclusion of the emergency condition and may terminate this Agreement if CONTRACTOR'S inability or unwillingness to correct such condition itself constitutes grounds for termination of this Agreement as provided under Article 14. CONTRACTOR shall not be entitled to any compensation for the time in which it was removed.

19.9 If the emergency condition is found to have been caused by the fault, action, inaction, omission or negligence of CONTRACTOR, CONTRACTOR shall be liable for the costs incurred by CITY in replacing CONTRACTOR, remedying the emergency condition, and repairing any damage caused thereby, or making compensation to CITY or other governmental entity, the Facilities, or any effected third party.

ARTICLE 20

ASSIGNMENT/SUBCONTRACTS

20.1 No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

20.2 The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of the Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Agreement and all rights, title and interest of CONTRACTOR without any further notice.

20.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

ARTICLE 21

SEVERABILITY

21.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

ARTICLE 22
REMEDIES

22.1 If and when any default of this Agreement occurs, the CITY or CONTRACTOR may avail itself of any legal or equitable remedies that may apply, including, but not limited to, actual damages and specific performance. Such remedies may be exercised in the sole discretion of the CITY or CONTRACTOR. Nothing contained in this Agreement shall limit the CITY or CONTRACTOR from pursuing any legal or equitable remedies that may apply.

ARTICLE 23
COUNTERPARTS

23.1 This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

ARTICLE 24
NOTICES

24.1 Whenever any party is required to give or deliver any notice to any other party under this Agreement, or desires to do so, such notices shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, sent via registered or certified mail with postage prepaid return receipt requested, or by private postal service, addressed to the parties below:

FOR CONTRACTOR: **Dennis J. Giordano, President**
 Calvin, Giordano & Associates, Inc
 1800 Eller Dr Suite 600
 Ft Lauderdale, FL 33316
 Telephone No. (954) 921-7781
 Facsimile No. (954) 926-0269

FOR 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, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308
 Telephone No. (954) 771-4900
 Facsimile No. (954) 771-4923

ARTICLE 25

INDEPENDENT CONTRACTOR

25.1 CONTRACTOR is and shall remain an independent CONTRACTOR and is not an employee or agent of the CITY. Services provided by CONTRACTOR shall be by employees of CONTRACTOR working under the supervision and direction of CONTRACTOR and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the CITY. CONTRACTOR agrees that it is a separate and independent enterprise from the CITY.

25.2. CONTRACTOR shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with CONTRACTOR. This Agreement shall not be construed as creating any joint employment relationship between 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 payments.

ARTICLE 26 **JURISDICTION AND VENUE**

26.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 27 **ATTORNEYS' FEES**

27.1 If either the CITY or CONTRACTOR is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

ARTICLE 28 **ENTIRE AGREEMENT/MODIFICATION/AMENDMENT**

28.1 This Agreement contains the entire Agreement between the CITY and the CONTRACTOR and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may only be amended or modified by the prior written approval of the parties or by execution of a Change Order.

ARTICLE 29 **CUMULATIVE REMEDIES**

29.1 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws or by special warranty or guarantee, or by other provisions of the Agreement, and the provisions of this paragraph will be as effective as if repeated specifically in the Agreement in connection with each particular duty, obligation, right, and remedy to which they apply.

ARTICLE 30

SURVIVAL OF OBLIGATIONS

30.1 All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive expiration or termination of the Agreement.

ARTICLE 31

ADVERTISING

31.1 No advertising shall be permitted upon any part of the site or structures located on the site. News or press releases pertaining to the Services, work product(s), or performance of CONTRACTOR under this Agreement or the Services to which it relates shall be at the sole discretion of CITY.

ARTICLE 32

BINDING AUTHORITY

32.1 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.

ARTICLE 33

HEADINGS

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

ARTICLE 34

EXHIBITS

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

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

ATTEST:

[Signature] 9/3/14

JUDITH A. NEUGENT,

For City Clerk

BY:

CITY

[Signature]

CHARLES F. DODGE

City Manager

APPROVED AS TO FORM.

[Signature]

Office of the City Attorney

Witnesses:

[Signature]

Joanne Maglietta

Printed Name

JOEL T. WASSWRATH

[Signature]

Printed Name

STATE OF FLORIDA

COUNTY OF Broward

CONTRACTOR

CALVIN, GIORDANO &

ASSOCIATES

BY:

[Signature]

Dennis Giordano

Printed Name

President

Title

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared DEMONS GIORDANO as President of CALVIN, GIORDANO & ASSOCIATES a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of CALVIN, GIORDANO & ASSOCIATES 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 13TH day of NOVEMBER, 2013.



Dawn Hopkins
NOTARY PUBLIC

Dawn Hopkins
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

Agenda Request Form

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

Agenda Number: 13.

File Number: 13-2518

File Type: Commission Items

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester: Purchasing Manager

Initial Cost: \$ 5,867,990.00

Introduced: 05/03/2013

File Name: Approve Calvin Giordano Contract for Facility
Maintenance

Final Action: 10/16/2013

Title: MOTION TO APPROVE THE CONTRACT NEGOTIATED BY THE CITY MANAGER BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES IN THE AMOUNT OF \$5,867,990 FOR THE OPERATION, MAINTENANCE, AND MANAGEMENT OF MUNICIPAL FACILITIES AND GROUNDS WHICH RESULTS IN A TOTAL OVERALL CITY SAVINGS OF \$504,405

Notes:

Attachments: 1. PPines Contract - Original Agreement - Facility
Operation Mgmt - Calvin Giordano
2. Agenda 9-18-2013

Agenda Date: 10/16/2013

Agenda Number: 13.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	10/16/2013	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz, Commissioner Shechter and Commissioner Siple			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. On February 28, 2013 the City Commission, during a workshop/retreat, requested that the City Manager explore function sourcing for the Utility System, Customer Service, Parks Maintenance, General Government Services, and Streets and Sidewalk Services
2. On April 17, 2013, the City Commission approved the advertisement of RFQ # PSPW-13-09 Operation, Maintenance and Management of Municipal Facilities and Grounds.
3. On June 4, 2013, the City opened six sealed proposals for PSPW-13-09 Operation, Maintenance and Management of Municipal Facilities and Grounds..

4. On June 12, 2013 the Evaluation Committee conducted their evaluation of the proposals for PSPW-13-09 Operation, Maintenance and Management of Municipal Facilities and Grounds and determined Calvin Giordano & Associates to be the most responsive and responsible proposer.
5. On June 19, 2013, Administration brought an item before commission recommending the City Commission approve the recommendation of the evaluation committee for PSPW-13-09 and award the project to Calvin Giordano & Associates and direct the City Manager to negotiate a contract for services to be brought back to Commission for final approval.
6. Commission approved a substitute motion which included approving the recommendations of the evaluation committee and directing the City Manager to bring back a price for consideration by the Commission rather than a contract for services.
7. City Administration began discussions with Calvin Giordano & Associates to provide sufficient information to the vendor in order for them to provide a price for services.
8. Calvin Giordano & Associates proposes a price of \$5,867,990. The price includes the following:
 - (A) Personnel and Management: Calvin Giordano & Associates will provide the labor, management, and oversight needed to efficiently operate and maintain the city's facilities and buildings. Calvin Giordano will provide all employees with a benefits package and a safety program that includes essential equipment and training.
 - (B) Operating Supplies: Calvin Giordano & Associates will procure and administer the acquisition of all tools, materials, chemicals, and other supplies needed to operate and maintain City Facilities and Buildings. This includes providing all necessary personnel with a vehicle, uniform, fuel, and tools needed to effectively complete the job. Calvin Giordano will utilize the City's heavy equipment such as the backhoe and skid steer as necessary and provide insurance and fuel for this equipment.
9. Under this contract the City will be responsible for the following:
 - (A) Oversight of the contract and Administrative support
 - (B) Capital improvements. Each year Calvin Giordano & Associates will assist City Administration in identifying the capital needs of the Utility System. The City will be responsible for budgeting and procuring those capital improvements approved by Administration and the Commission
 - (C) Office space for Calvin Giordano management.
 - (D) Providing utilities to the facilities such as electricity, land lines, internet access, and emergency power.
12. The proposal will result in no elimination of City employees.
13. Calvin Giordano & Associates has agreed to interview all current Contract employees

for employment within Pembroke Pines as well as other employment opportunities within Calvin Giordano & Associates.

14. The proposed price from Calvin Giordano & Associates is \$5,867,990. Below is a table comparing the City costs with the vendors proposal.

City Cost	\$ 6,372,395
Less Vendor Proposed Cost	\$ 5,867,990
FY14 Budget Savings	\$ 504,405

15. The price proposal from Calvin Giordano & Associates offers the City with an opportunity to provide a significant savings while still being able to provide the residents with the same level of service.

16. On September 18, 2013, the City Commission approved awarding PSPW-13-09 "Operation, Maintenance and Management of Municipal Facilities and Grounds to Calvin Giordano & Associates and directed the City Manager to negotiate a contract for services to be brought back to the Commission for final approval.

17. Administration requests the Commission approve the contract between the City of Pembroke Pines and Calvin Giordano & Associates in the amount of \$5,867,990 for the award of PSPW-13-09 "Operation, Maintenance and Management of Municipal Facilities and Grounds.

Item has been reviewed by the Commission Auditor and approved for the Agenda.
FINANCIAL IMPACT DETAIL:

The proposed price from Calvin Giordano & Associates is \$5,867,990. The savings to the General Fund is estimated at \$504,405.



**FIRST AMENDMENT OF THE AGREEMENT
FOR OPERATION, MAINTENANCE, MANAGEMENT OF MUNICIPAL FACILITIES**

THIS AGREEMENT, dated this 18th day of November 2014, 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

CALVIN, GIORDANO & ASSOCIATES, INC., a company authorized to do business in the State of Florida, with a business address of 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316, hereinafter referred to as "CONTRACTOR".

WHEREAS, on November 1, 2013, the CITY and CONTRACTOR entered into the original agreement and awarded Bid No. PSPW-13-09 to provide operation, maintenance, and management services for the City's municipal facilities and grounds to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, the Section 4.9 of the original agreement allowed the CONTRACTOR use of CITY-owned vehicles for the first six months of the contract, November 1, 2013 through April 30, 2014, at no cost; and,

WHEREAS, the initial intent of Section 4.9 was to allow the vendor ample time to obtain vehicles for use in performing the contract duties, and,

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

WHEREAS, the Parties specifically seek to extend the timeframe for Section 4.9 and allow the CONTRACTOR additional usage of the City-owned vehicles for a monthly cost per vehicle.

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 Parties agree to extend the usage of the City-owned vehicles per Section 4.9 until September 30, 2014. The CONTRACTOR will refund the CITY \$400.00 [FOUR HUNDRED DOLLARS] per month for each vehicle that remains in the CONTRACTOR'S control. The monthly fee will be prorated to a daily rate for vehicles returned to the CITY prior to the end of the month. All other requirements of Section 4.9 shall apply to this extension.

SECTION 3. 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 4. The original contract as awarded pursuant to Bid No. PSPW-13-09, 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.

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


ATTEST:


MARLENE GRAHAM, 11/18/14
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY:


CHARLES F. DODGE
CITY MANAGER


APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY


CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES, INC.

BY:

Print Name: 
Title: PRESIDENT

WITNESSES:


Chris Giordano
Print Name


NICHOLAS KANEUDIS
Print Name



STATE OF Florida)
COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Calvin Giordano as President of **CALVIN GIORDANO & ASSOCIATES, INC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **CALVIN GIORDANO & ASSOCIATES, INC.** 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 28th day of October, 2014.

Dawn Hopkins
NOTARY PUBLIC

Dawn Hopkins
(Name of Notary Typed, Printed or Stamped)



**SECOND AMENDMENT TO THE AGREEMENT FOR THE
OPERATION, MAINTENANCE, AND MANAGEMENT OF MUNICIPAL FACILITIES**

THIS SECOND AMENDMENT, dated this 18th day of December 2014, 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

CALVIN, GIORDANO & ASSOCIATES, INC, a company authorized to do business in the State of Florida, with a business address of 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316, hereinafter referred to as "CONTRACTOR".

WHEREAS, on November 1, 2013, the CITY and CONTRACTOR entered into the original agreement and awarded Bid No. PSPW-13-09 to provide operation, maintenance, and management services for the City's municipal facilities and grounds to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, the Parties executed the First Amendment to extend the usage of the City-owned vehicles per Section 4.9 until September 30, 2014 in which the CONTRACTOR will refund the CITY \$400.00 per month for each vehicle that remains in the CONTRACTOR's control. The monthly fee will be prorated to a daily rate for vehicles returned to the CITY prior to the end of the month (the "First Amendment"); and,

WHEREAS, Section 6.2 of the Original Agreement states that the Maintenance and Repair limit will be annually negotiated based upon a fixed fee schedule as agreed to between CONTRACTOR and CITY which includes but is not limited to purchases, labor rates, equipment, subcontractor mark-ups and contingency items to be used for facility repairs and upgrades; and,

WHEREAS, the Parties would like to amend Section 6.2 to a cost plus 7.5% compensation method; and,

WHEREAS, Section 6.3 of the Original Agreement states that starting on the first month of the second Agreement year and every consecutive year thereafter, for the entire term of the Agreement, the Annual Fee shall be automatically adjusted according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the month of April or 4%, whichever is less but not less than zero; and,

WHEREAS, the published Consumer Price Index for All-Urban Consumers (CPI-U); All items in Miami-Ft. Lauderdale, FL Area had a 2.5% increase from April 2013 to April 2014; and,



WHEREAS, the Parties would like to increase the Annual Fee an additional 2.45% to cover expenses related to the increase in regular hours needed as a result of additional work at the Health Park and other new and upgraded City facilities, and,

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

WHEREAS, the Parties specifically seek to revise Article 6 "Compensation" of the Original Agreement in regards to the Annual Fee, Owner's Contingency and the Maintenance and Repair Limit, which includes but is not limited to the increase in regards to the Consumers Price Index, as further provided herein.

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 6.1 of the Original Agreement is hereby amended to read as follows:

6.1 The Annual Fee for Services for the period starting on ~~the effective date set forth in Article 5.1~~ November 1, 2014 and ending one year later (~~First Agreement Year~~) shall be \$4,739,450 ~~[FOUR MILLION SEVEN HUNDRED THIRTY NINE THOUSAND FOUR HUNDRED AND FIFTY DOLLARS AND NO CENTS.]~~ Four Million Nine Hundred Seventy Four Thousand, Fifty Two and 00/100 Dollars (\$4,974,052.00).

SECTION 3. Section 6.1.2 of the Original Agreement is hereby amended to read as follows:

6.1.2 The CITY has established an annual owner's contingency amount of ~~\$166,854 [ONE HUNDRED SIXTY SIX THOUSAND EIGHT HUNDRED FIFTY FOUR DOLLARS AND NO CENTS]~~ Two Hundred Thousand and 00/100 Dollars (\$200,000.00), related to this contract, that shall be effective November 1, 2014. The CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized upon the date of termination of the Agreement shall will remain with the Owner. The CONTRACTOR shall only be paid amounts as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.



SECTION 4. Section 6.2 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

~~6.2 The Maintenance and Repair Limit is \$1,128,540.00 [ONE MILLION ONE HUNDRED TWENTY EIGHT THOUSAND FIVE HUNDRED FORTY DOLLARS AND NO CENTS] for the First Agreement Year. For each year thereafter, the Maintenance and Repair limit will be annually negotiated based upon a fixed fee schedule [to be negotiated and attached hereto and incorporated herein] as agreed to between CONTRACTOR and CITY which includes but is not limited to purchases, labor rates, equipment, SubCONTRACTOR mark-ups and contingency items to be used for facility repairs and upgrades. In the event agreement cannot be reached between the parties the previous year's Maintenance and Repair Limit shall apply during the negotiation period on a pro-rated basis.~~

~~6.2.1 Maintenance and Repair expenditures exclude any labor costs for CONTRACTOR'S staff assigned to the Project. CONTRACTOR'S specialized maintenance personnel not assigned at the Project, who provide specialized services such as, but not limited to, vibration, indoor air quality, mold remediation, HVAC efficiency evaluations, structural/building envelope assessments, roofing assessments, electrical analyses, and instrumentation maintenance and repair will be charged to the Maintenance and Repair Limit. In the event CONTRACTOR elects to sub-contract labor for Maintenance and Repair items that could be handled by staff, such labor costs will not be charged to the Maintenance and Repair Limit.~~

~~6.2.2 Items included under the Maintenance and Repair Expenditures include but are not limited to:~~

- ~~A. All materials and supplies necessary to maintain and repair all Facilities and equipment within the Facilities~~
- ~~B. Facility Maintenance Agreements~~
- ~~C. Operating Supplies~~
- ~~D. First Aid and safety equipment and supplies~~
- ~~E. Cleaning and Janitorial Supplies~~
- ~~F. Small Equipment~~
- ~~G. Rental of Equipment~~
- ~~H. Travel Expenses~~
- ~~I. Office Supplies~~

~~6.2.3 Items not included under the Maintenance and Repair Expenditures include but are not limited to:~~

- ~~A. Uniform Expenses~~
- ~~B. Cellular Phone Expenses~~
- ~~C. Fuel~~



~~D. Vehicle Maintenance and Repairs~~

~~E. Insurance~~

~~F. CONTRACTOR overhead costs required as part of the management of the contract.~~

~~6.2.4 If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit for any Agreement year, CONTRACTOR will rebate 70% of the entire difference to CITY in accordance with Section 7.3. If actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, CITY will pay the excess (no CONTRACTOR profit) to CONTRACTOR in accordance with Section 7.3. CONTRACTOR will provide the CITY monthly reports of actual Maintenance and Repair expenditures which are charged against the Maintenance and Repair Limit, and shall notify CITY when actual Maintenance and Repair expenditures equal seventy percent (70%) of Maintenance and Repair Limit. Beginning and Ending inventories will be taken into account when calculating the final amount expenditure amount.~~

6.2 The City shall compensate CONTRACTOR for the Maintenance and Repair Costs associated with the performance of the Scope of Services listed in Article 4 of the Original Agreement, at a rate equal to the CONTRACTOR's Maintenance and Repair Costs plus seven and a half percent (7.5%) as a general overhead and administrative fee.

6.2.1 Items included under the Maintenance and Repair Costs include but are not limited to:

- A. All materials and supplies necessary to maintain and repair all Facilities and equipment within the Facilities
- B. Facility Maintenance Agreements
- C. Operating Supplies
- D. First Aid and safety equipment and supplies
- E. Cleaning and Janitorial Supplies
- F. Small Equipment
- G. Rental of Equipment
- H. Travel Expenses
- I. Office Supplies

6.2.2 Items not included under the Maintenance and Repair Costs include but are not limited to:

- A. Uniform Expenses for CONTRACTOR employees
- B. Cellular Phone Expenses for CONTRACTOR employees
- C. Fuel for CONTRACTOR owned and leased vehicles
- D. Vehicle Maintenance and Repairs for CONTRACTOR vehicles
- E. Insurance
- F. Subcontractor work for services covered under this agreement without



prior written approval by the CITY.

SECTION 5. Article 7, "Payment Procedures," of the Original Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 7
PAYMENT PROCEDURES

~~7.1 — CONTRACTOR shall submit on a monthly basis an invoice in a format approved by the City Manager which shall include all required back up documentation to support the amount. CONTRACTOR shall submit a monthly invoice to the CITY no later than the 15th day of the following month for which services were provided.~~

~~7.2 — CITY shall process all submitted invoices from the CONTRACTOR on a monthly basis. CONTRACTOR shall be paid the Annual Fee as established in Section 6.1, the Maintenance and Repair Limit as established in Section 6.2, in twenty-six (26) equal bi-weekly installments. The CITY shall pay the CONTRACTOR for all approved invoices, in a manner consistent with the Florida Prompt Payment Act, Chapter 218, and Florida Statutes.~~

~~7.3 — Any monies payable by either party pursuant to Section 6.2 shall be paid within the later of sixty (60) calendar days after the end of each Agreement year or thirty (30) calendar days from submittal of approved invoices.~~

~~7.4 — Any monies payable to CITY by CONTRACTOR pursuant to Section 4.3, Section 4.9, and 6.1.2 shall be paid within thirty (30) calendar days of CONTRACTOR receiving the invoice from CITY.~~

ARTICLE 7
PAYMENT PROCEDURES

7.1 — CONTRACTOR shall be paid the Annual Fee as established herein, in twenty-six (26) equal bi-weekly installments. CONTRACTOR shall submit, on a bi-weekly basis, an invoice in a format approved by the City Manager which shall include all required back-up documentation to support the invoiced amount for the bi-weekly Annual Fee payment. CONTRACTOR shall submit the bi-weekly invoice to the CITY no later than the fourteen (14) days after the conclusion of the bi-weekly period for which the services were provided.

7.2 — CONTRACTOR shall be paid the Maintenance and Repair Fee no later than thirty (30) days after receipt of the Maintenance and Repair Fee monthly invoice, which shall include all required back-up documentation to support the invoiced amount. CITY shall pay the Maintenance and Repair Fee only once during each thirty day period.

7.3 — The CITY shall pay the CONTRACTOR for all approved invoices, in a manner consistent with the Florida Prompt Payment Act, Chapter 218, and Florida Statutes.



City of Pembroke Pines

COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Calvin Giordano as Treasurer of **CALVIN GIORDANO & ASSOCIATES, INC.** a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **CALVIN GIORDANO & ASSOCIATES, INC.**, 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 8th day of December 2014.



Dawn Hopkins
NOTARY PUBLIC

Dawn Hopkins
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

Agenda Request Form

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

Agenda Number: 3.

File Number: 14-3323 **File Type:** Commission Items **Status:** Passed
Version: 0 **Reference:** **Controlling Body:** City Commission
Requester: Purchasing Manager **Initial Cost:** **Introduced:** 10/27/2014
File Name: 2nd Amendment to the Agreement with Calvin, Giordano & Associates, Inc. for the Operation, Maintenance, and Management of Municipal Facilities **Final Action:** 12/03/2014

Title: MOTION TO APPROVE THE SECOND AMENDMENT TO THE AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR THE OPERATION, MAINTENANCE, AND MANAGEMENT OF MUNICIPAL FACILITIES AND GROUNDS.

Notes: Item was deferred from the meeting of 11-19-14 to the meeting of 12-3-14.

Attachments: 1. PPines Contract - Second Amendment - Facility Operation Mgmt - Calvin Giordano
2. Original Agreement
3. First Amendment
Agenda Date: 12/03/2014
Agenda Number: 3.
Enactment Date:
Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	11/19/2014	defer				Pass
	Verbose Action:	to December 3, 2014					
		Aye: 5	Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo, Commissioner Shechter and Commissioner Siple				
		Nay: 0					
0	City Commission	12/03/2014	approve				Pass
		Aye: 5	Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo, Commissioner Shechter and Commissioner Siple				
		Nay: 0					

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 16, 2013, the City Commission approved the contract negotiated by the City Manager between the City of Pembroke Pines and Calvin Giordano & Associates in the amount of \$5,867,990 for the Operation, Maintenance, and Management of Municipal Facilities and Grounds.

2. The City Manager executed the First Amendment with Calvin Giordano & Associates to

extend the usage of the City-owned vehicles per Section 4.9 until September 30, 2014 in which the Contractor will refund the City \$400 per month for each vehicle that remains in the Contractor's control. In addition, the monthly fee was prorated to a daily rate for vehicles returned to the City prior to the end of the month. This amendment resulted in a \$109,255.06 reimbursement from the Contractor. As of today, all vehicles have been returned by the Contractor.

3. Administration is presenting this Second Amendment in order to revise Article 6 "Compensation" of the Original Agreement with regard to the Annual Fee, Owner's Contingency and the Maintenance and Repair Limit.

4. Annual Fee:

A. Per the Original Agreement, "Starting on the first month of the second Agreement year and every consecutive year thereafter, for the entire term of the Agreement, the Annual Fee shall be automatically adjusted according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the month of April or 4%, whichever is less but not less than zero. The Maintenance & Repair shall not be subject to the CPI increase as the amount will be reviewed and set annually by the Contractor and City."

B. The Consumer Price Index for All-Urban Consumers (CPI-U); All items in Miami-Ft. Lauderdale, FL Area had a 2.5% increase from April 2013 to April 2014. This would result in an increase in the Annual Fee from \$4,739,450 to \$4,857,936.25.

C. An additional increase of \$116,115.75 will be used to cover expenses related to the increase in regular labor hours needed as a result of additional work at the Health Park and other new and upgraded City facilities. The additional increase results in a revised Annual Fee of \$4,974,052 for year two of the agreement.

5. Owner's Contingency:

A. The Owner's Contingency is being raised by \$33,146 to cover any unanticipated work that may be required by the vendor, including any related overtime charges. This will result in a revised Owner's Contingency of \$200,000 for year two of the agreement.

6. Maintenance and Repair Limit

A. The original agreement included a Maintenance & Repair Limit for the Public Services Department that was established at \$1,128,540 that was paid to the vendor in equal bi-weekly payments. If actual Maintenance and Repair expenditures are less than the Maintenance and Repair Limit for any Agreement year, the Contractor will rebate 70% of the entire difference to the City. If the actual Maintenance and Repair expenditures exceed the Maintenance and Repair Limit, City will pay the excess (no Contractor profit) to the Contractor.

B. Throughout the first year of the agreement ending on October 31, 2014, Calvin, Giordano & Associates, Inc. is anticipated to expense approximately \$650,000 in Maintenance & Repairs for the Public Services Department which would result in an

estimated reimbursement of \$334,978 to the City; 70% of \$478,540. Calvin will keep \$143,562; 30% of \$478,540.

C. The original agreement states that the Maintenance and Repair limit will be annually negotiated based upon a fixed fee schedule as agreed between the Contractor and the City.

D. The Contractor and the City have agreed to eliminate the Maintenance and Repair Limit and to compensate the Contractor at a rate equal to the Contractor's Maintenance and Repair Costs plus 7.5% as a general overhead and administrative fee. In addition, the City desires to include other City wide Departments (Police, Fire, Early Development Centers, Parks, Community Services, etc.) and Charter Schools under the same cost plus system. The City estimates that the Maintenance and Repairs Costs for year two of the agreement would be \$2,077,232 which includes the 7.5% for the general overhead and administrative fee.

9. Recommend Commission to approve the Second Amendment to the Agreement with Calvin, Giordano & Associates, Inc. for the Operation, Maintenance, and Management of Municipal Facilities.

Item has been reviewed by the Commission Auditor and approved for the Agenda.
FINANCIAL IMPACT DETAIL:

a) Initial Cost:

Annual Fee: Total increase payable to Calvin is \$234,602. Total Cost \$4,974,052

Owner's Contingency: Total increase payable to Calvin is \$33,146. Total Cost \$200,000

Maintenance and Repair Limit: Total amount payable to Calvin as a markup is estimated at \$144,923 which is 7.5% of the budgeted expenses for each department as listed below.

b) Amount budgeted for this item in Account No:

Amendment is effective November 1.

Annual Fee for 11 months of year is \$4,559,547.67 which is budgeted in the following accounts:

Division	Fund	A/F	Div	Proj	Code	
6001	General Fund	519	General Gvt Buildings		34982	2,891,198.36
6004	General Fund	539	Grounds Maintenance		34982	841,301.46
6005	General Fund	519	Purchasing/Contract		34982	41,673.71
6008	General Fund	519	Howard C. Forman		34982	495,969.92
8001	General Fund	569	Community Services		34982	33,435.75*
8002	General Fund	554	Housing Division		34982	83,042.46*
8002-603	General Fund	554	Housing Division	603	34982	172,926.00*

Owner's Contingency for 11 months is \$183,333 which is budeted in the following accounts:

Division	Fund	A/F	Div	Proj	Code	
6001	General Fund	519	General Gvt Buildings		34982	117,926.66
6004	General Fund	539	Grounds Maintenance		34982	33,827.55
6008	General Fund	519	Howard C. Forman		34982	19,942.25
8001	General Fund	569	Community Services		34982	1,344.40*
8002	General Fund	554	Housing Division		34982	3,339.02*
8002-603	General Fund	554	Housing Division	603	34982	6,953.11*

*Account 1-569-8001-34982 does not have sufficient funds. A budget adjustment will be needed from 1-569-8001-46150 in the amount of \$2,698.15

*Account 1-554-8002-34982 does not have sufficient funds. A budget adjustment will be needed from 1-554-8002-46150 in the amount of \$6,702.48

*Account 1-554-8002-603-34982 does not have sufficient funds. A budget adjustment will be needed from 1-554-8002-46150 in the amount of \$13,956.11

Maintenance and Repair Limit cost for 11 months is \$132,846.23 which is budgeted in the following accounts:

Fund	A/F	Div	Proj	Code	Func	Obj	7.5%
General Fund	519	General Gvt Buildings		34982			24,986.63
General Fund	539	Grounds Maintenance		34982			9,532.33
General Fund	519	Purchasing/Contract		34982			81.35
General Fund	519	Howard C. Forman		34982			10,167.13
General Fund	521	Police		46150			9,957.56
General Fund	529	Fire/Rescue	911	46150			639.53
General Fund	529	Fire/Rescue		46150			6,395.35
General Fund	569	Early Develop. Centers	201	46150			306.98*
General Fund	569	Early Develop. Centers	203	46150			383.72
General Fund	569	Early Develop. Centers	205	46150			2,877.91
General Fund	569	Early Develop. Centers	208	46150			1,726.74
General Fund	569	Early Develop. Centers	209	46150			1,023.26
General Fund	569	W.C.Y. Administration		46150			12.79
General Fund	539	Grounds Maintenance	930	46150			26,220.93
General Fund	569	Community Services		46150			2,558.14
General Fund	554	Housing Division	603	46150			7,034.88
General Fund	554	Housing Division		46150			5,436.05
Elementary	569	Elementary	550	46150	7600	350	19.19
Elementary	569	Elementary	551	46150	7600	350	19.19
Elementary	569	Elementary	552	46150	7600	350	19.19
Middle	569	Middle	553	46150	7600	350	19.19
Middle	569	Middle	554	46150	7600	350	19.19
AV	569	AV		46150	7600	350	19.19
FSU	569	FSU		46150	7600	350	19.19
Elementary	569	Elementary	550	46150	7900	350	2,941.86
Elementary	569	Elementary	551	46150	7900	350	1,786.35
Elementary	569	Elementary	552	46150	7900	350	2,046.51

Middle	569	Middle	553	46150	7900	350	2,206.40
Middle	569	Middle	554	46150	7900	350	2,238.37
AV	569	AV		46150	7900	350	9,848.84
FSU	569	FSU		46150	7900	350	2,302.33
							132,846.23

*Account for project 201 does not have sufficient funds. A budget adjustment will be needed in the amount of \$307 from account 1-569-5002-201-46250

- c) Source of funding for difference, if not fully budgeted:** See notes above
- d) 5 year projection of the operational cost of the project:** Contract allows for a CPI increase in the Annual Fee each year
- e) Detail of additional staff requirements:** Not Applicable.



**THIRD AMENDMENT TO THE AGREEMENT FOR THE
OPERATION, MAINTENANCE, AND MANAGEMENT OF MUNICIPAL FACILITIES**

THIS THIRD AMENDMENT, dated this 29 day of February 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

CALVIN, GIORDANO & ASSOCIATES, INC., a company authorized to do business in the State of Florida, with a business address of 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316, hereinafter referred to as "CONTRACTOR".

WHEREAS, on November 1, 2013, the CITY and CONTRACTOR entered into the original agreement and awarded Bid No. PSPW-13-09 to provide operation, maintenance, and management services for the City's municipal facilities and grounds to CONTRACTOR as the most responsive, responsible bidder, and,

WHEREAS, the Parties executed the First Amendment to extend the usage of the City-owned vehicles per Section 4.9 until September 30, 2014 in which the CONTRACTOR will refund the CITY \$400.00 per month for each vehicle that remains in the CONTRACTOR's control. The monthly fee will be prorated to a daily rate for vehicles returned to the CITY prior to the end of the month (the "First Amendment"); and,

WHEREAS, the Parties executed the Second Amendment to allow for a cost plus 7.5% compensation for all maintenance and repair expenses and an increase in the Annual Fee per Section 6.1 of the Agreement; and,

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

WHEREAS, the Parties specifically seek to revise Article 6 "Compensation" of the amended Agreement in regards to the Annual Fee as further provided herein, and,

WHEREAS, the Parties would like to revise Article 9 "City's Responsibilities" of the Original Agreement in regards to expenses paid by the CITY as further provided herein.

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 4.3.4 of the Original Agreement is hereby amended to read as follows:

4.3.4 CONTRACTOR shall maintain current staffing and service levels. If CONTRACTOR can identify efficiencies in staffing, CONTRACTOR may request approval from the CITY to reduce the number of staff as outlined in 4.3.2. ~~The CONTRACTOR shall rebate to the CITY 50% of the entire value of the reduction in staff as provided for in section 4.3.3.~~ Any reduction in staffing levels must first be approved by CITY. Any vacancies that have not been approved by the CITY must be filled by CONTRACTOR immediately. ~~If vacancy is not filled within seven (7) days, CITY is entitled to a 100% reimbursement of funds related to the vacant position according to the list provided for in 4.3.3. The reimbursement amount shall be calculated starting after the seventh day the position is vacant until the position is filled and shall be based on a ten hour day; Monday through Thursday.~~

SECTION 3. Section 4.6 of the Original Agreement is hereby amended to read as follows:

4.6 CONTRACTOR shall provide all personnel and associated wages, salaries, benefits; all services; all hand tools, all power tools, supplies, spare parts, vehicles and materials, including fuel, oil, lubricants, filters, spark plugs, gaskets and other consumables; necessary to operate the Facilities in accordance with all Applicable Laws. The Facilities shall be operated in a manner to ensure that the Facilities satisfy all Applicable Laws.

SECTION 4. Section 6.1 as amended in the Second Amendment is amended to read as follows:

6.1 The Annual Fee for Services for the period starting on ~~November 1, 2014~~ March 1, 2016 ~~and ending one year later~~ shall be Five Million Three Hundred Seventy One Thousand, Nine Hundred Seventy Six and 00/100 Dollars (\$5,371,976.00) ~~Four Million Nine Hundred Seventy Four Thousand and Fifty Two and 00/100 Dollars (\$4,974,052.00).~~

SECTION 5. Section 6.2 of the as amended in the Second Amendment is amended to read as follows:



6.2 The City shall compensate CONTRACTOR for the Maintenance and Repair Costs associated with the performance of the Scope of Services listed in Article 4 of the Original Agreement, at a rate equal to the CONTRACTOR's Maintenance and Repair Costs plus seven and a half percent (7.5%) as a general overhead and administrative fee.

6.2.1 Items included under the Maintenance and Repair Costs include but are not limited to:

~~A. All materials and supplies necessary to maintain and repair all Facilities and equipment within the Facilities~~

~~B.A. Facility Maintenance Agreements~~

~~C. Operating Supplies~~

~~D. First Aid and safety equipment and supplies~~

~~E. Cleaning and Janitorial Supplies~~

~~F. Small Equipment~~

~~G.B. Rental of Equipment~~

~~H. Travel Expenses~~

~~I. Office Supplies~~

6.2.2 Items not included under the Maintenance and Repair Costs include but are not limited to:

A. Uniform Expenses for CONTRACTOR employees

B. Cellular Phone Expenses for CONTRACTOR employees

C. Fuel for CONTRACTOR owned and leased vehicles

D. Vehicle Maintenance and Repairs for CONTRACTOR vehicles

E. Insurance

F. Subcontractor work for services covered under this agreement without prior written approval by the CITY.

SECTION 6. Section 6.3 of the Original Agreement is hereby amended to read as follows:

6.3 ~~Starting on the first month of the second Agreement year and every consecutive year thereafter, On October 1st of each year~~ for the entire term of the Agreement, the Annual Fee and the Vehicle Expense Limit shall be automatically adjusted according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the month of April or 4%, whichever is less but not less than zero. ~~The Maintenance & Repair shall not be subject to the CPI increase as the amount will be reviewed and set annually by the CONTRACTOR and CITY.~~

SECTION 7. Section 9.1 of the Original Agreement is hereby amended to read as follows:



9.1 CITY shall pay directly all usual and customary electric, phone, internet trash disposal and water/sewer bills associated with CONTRACTOR'S operation of the facilities as described in the Contract Documents. All other utility related expenses, such as cellular phones, will be the responsibility of the CONTRACTOR as part of the negotiated Annual Fee outlined in Section 5.1. CONTRACTOR shall use its best efforts to minimize usage of electricity and water. In addition, the CITY shall be responsible for the payment of expenses related to purchase of materials and supplies necessary for the CONTRACTOR to perform the services of this agreement.

SECTION 7. 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 7. The original contract as awarded pursuant to Bid No. PSPW-13-09, shall remain in full force and effect except as specifically amended by the First Amendment the Second Amendment, and the Third Amendment.

SECTION 8. 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.

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

Sara R. Blumkin

CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES, INC.

BY:

Print Name:

DENNIS GIORDANO

Title:

PRESIDENT



City of Pembroke Pines

Print Name

[Signature]

Chris Giordano

Print Name

STATE OF

Florida

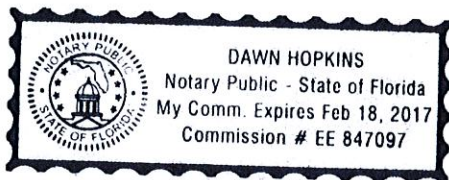
) ss:

COUNTY OF

Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dennis Giordano as PRESIDENT of **CALVIN GIORDANO & ASSOCIATES, INC.** a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **CALVIN GIORDANO & ASSOCIATES, INC.**, 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 22ND day of February 2016



Dawn Hopkins
NOTARY PUBLIC

Dawn Hopkins
(Name of Notary Typed, Printed or Stamped)



**FOURTH AMENDMENT TO OPERATION, MAINTENANCE, AND MANAGEMENT OF
CITY MUNICIPAL FACILITIES AND GROUND
BETWEEN THE CITY OF PEMBROKE PINES AND
CALVIN GIORDANO & ASSOCIATES, INC.**

THIS AGREEMENT, dated this 9th day of April 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

CALVIN GIORDANO & ASSOCIATES, INC., a Company authorized to do business in the State of Florida, with a business address of **1800 Eller Drive, Suite #600, Fort Lauderdale, FL 33316**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to RFQ #PSPW-13-09, on September 3, 2014, the CITY and CONTRACTOR entered into an **Original Agreement for Operation, Maintenance, and Management of City Municipal Facilities and Ground for an initial five (5) year period, commencing on November 1, 2013 and expiring October 31, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for one (1) additional five (5) year term, subject to mutual consent and the execution of a written amendment to this Agreement; and,

WHEREAS, on November 15, 2014, the Parties executed the First Amendment to the Original Agreement which extended the usage of the City-owned vehicles per Section 4.9 until September 30, 2014, in which the CONTRACTOR will refund the CITY \$400 per month for each vehicle that remains in the CONTRACTOR's control. The monthly fee was prorated to a daily rate for vehicles returned to the CITY prior to the end of the month (the "First Amendment"); and,

WHEREAS, on December 18, 2014, the Parties executed the **Second Amendment** to the Original Agreement which **amended Section 6.1 of the Original Agreement to increase the annual fee from \$4,739,450 to \$4,974,052**; and,

WHEREAS, the **Second Amendment** also amended **Section 6.1.2** of the Original Agreement which increased the **annual owner's contingency amount from \$166,854 to \$200,000**; and,

WHEREAS, the **Second Amendment** also amended **Section 6.2** of the Original Agreement which repealed and replaced the entire **Section to reflect the compensation for Maintenance and**



Repair costs to a rate equal to the contractor's costs plus a 7.5% for the general overhead and administrative fee; and,

WHEREAS, the Second Amendment also amended Article 7 of the Original Agreement "Payment Procedures," which repealed and replaced to reflect Payment Procedures to 26 equal Bi-Weekly installments; and,

WHEREAS, on February 29, 2016, the Parties executed the Third Amendment to the Original Agreement which amended Section 4.3.4 of the Original Agreement to delete the wording that entitles the City to receive a rebate of 50% of the entire value of the reduction in staff ; and,

WHEREAS, the Third Amendment also amended Section 4.6 of the Original Agreement to which the CONTRACTOR shall provide all hand tools and power tools necessary to operate the Facilities; and,

WHEREAS, the Third Amendment also amended Section 6.1 as amended in the Second Amendment to increase the annual fee from \$4,974,052 to \$5,371,976 starting on March 1, 2016; and,

WHEREAS, the Third Amendment also amended Section 6.2 as amended in the Second Amendment to change the items included under the Maintenance and Repair Costs that are associated with the performance of the Scope of Services listed in Article 4 of the Original Agreement; and,

WHEREAS, the Third Amendment also amended Section 6.3 of the Original Agreement to state, On October 1st of each year for the entire term of the agreement, the Annual fee shall be automatically adjusted according to the annual Consumer Price Index-(CPI/U) Miami-Ft. Lauderdale, FL area for the month of April or 4%, whichever is less but not less than zero; and,

WHEREAS, the Third Amendment also amended Section 9.1 of the Original Agreement to include that the CITY shall be responsible for the payment of expenses related to purchase of materials and supplies necessary for the CONTRACTOR to perform the services of this agreement; 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 first and final five (5) 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 2. Section 18.5 of the Original Agreement, is hereby repealed and replaced along with the **addition of Section 18.6** as follows:

18.5 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:

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

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

18.5.3 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 if the contractor does not transfer the records to the CITY; and

18.5.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY to perform the service. If the contractor transfer all public records to the CITY upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.6 The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City 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
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 3. The Original Agreement is hereby renewed for the first and final **five (5) year renewal** period commencing on **November 1, 2018** and terminating on **October 31, 2023**.

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.

**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, 4/9/18
CITY CLERK

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER



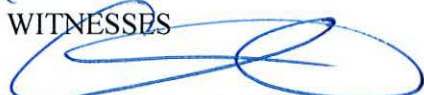
APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY


CONTRACTOR:

WITNESSES

CALVIN GIORDANO & ASSOCIATES, INC.


Chris Giordano
Print Name

BY: 
Print Name: DENNIS GIORDANO

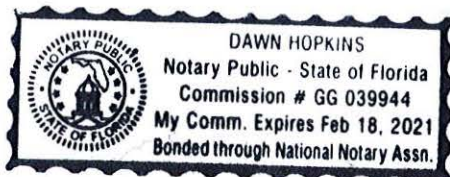

JESUS CRUZ
Print Name

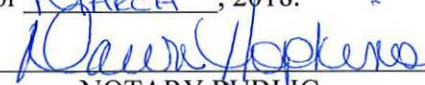
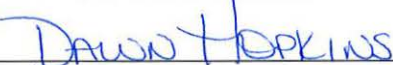
Title: PRESIDENT

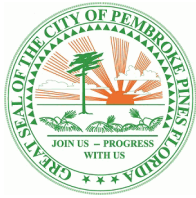
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared DENNIS GIORDANO as PRESIDENT of CALVIN GIORDANO & ASSOCIATES, INC., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of CALVIN GIORDANO & ASSOCIATES, INC., 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 26TH day of MARCH, 2018.




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: 14.

File ID: 18-0108

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/14/2018

Short Title: Contract Database Report

Final Action: 02/21/2018

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

(A) CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) - BUILDING DEPARTMENT SERVICES

(B) CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) - OPERATIONAL MAINTENANCE AND MANAGEMENT OF THE CITY MUNICIPAL FACILITIES

(C) DBI SERVICES, INC. - OPERATION, MAINTENANCE, MANAGEMENT OF THE CITY'S RIGHT OF WAYS

***Agenda Date:** 02/21/2018

Agenda Number: 14.

Internal Notes:

Attachments: 1. Contract Database Report (FINAL), 2. Calvin Giordano & Associates, Inc. -- Building Department Services, 3. Calvin Giordano & Associates, Inc. - Operation, Maintenance and Management of City Municipal Facilities, 4. Original Agreement - DBI Services, Inc., 5. 1st Amendment - DBI Services, Inc.

1	City Commission	02/21/2018	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz, Commissioner Siple, and Commissioner Monroig				
Nay: - 0				

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

(A) CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) - BUILDING DEPARTMENT SERVICES

(B) CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) - OPERATIONAL MAINTENANCE AND MANAGEMENT OF THE CITY MUNICIPAL FACILITIES

(C) DBI SERVICES, INC. - OPERATION, MAINTENANCE, MANAGEMENT OF THE CITY'S RIGHT OF WAYS

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 February 2018 Contract Database Report, and based on the 90 day requirement, these Agreements need to be presented to Commission by February 28, 2018.

(A) Calvin, Giordano & Associates, Inc. (CGA) - Building Department Services

1. On June 17, 2009, the City Commission approved to enter into a professional services agreement with Calvin, Giordano & Associates, Inc. for an initial five (5) year period commencing on July 1, 2009 and ending on June 30, 2014.
2. The City of Pembroke Pines Public Services Department utilizes Calvin, Giordano & Associates, Inc. (CGA) to provide Professional Building Department Services.
3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for additional one (1) year renewal periods subject to agreement by both parties.
4. To date, the agreement has had five Amendments, including four (4) one (1) year renewals which extended the term of the agreement to June 30, 2018.
5. The Public Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on July 1, 2018 and expiring June 30, 2019, as

followed by the agreement.

(B) Calvin, Giordano & Associates, Inc. (CGA) - Operational Maintenance and Management of City Municipal Facilities and Grounds

1. On October 16, 2013, the City Commission approved to enter into an Operation, Maintenance and Management of Municipal Facilities agreement with Calvin, Giordano & Associates, Inc. for an initial five (5) year period commencing on November 1, 2013 and ending on October 31, 2018.
2. The City of Pembroke Pines Public Services Department utilizes Calvin, Giordano & Associates (CGA) to provide operation, management, maintenance and repair of all City facilities.
3. Pursuant to Section 5.2 of the Original Agreement, the term may be extended for one (1) additional five (5) year renewal term, subject to mutual consent and the execution of a written amendment to this agreement.
4. To date, the agreement has had three (3) Amendments, none of which were renewals.
5. The Public Services Department recommends that the City renew this Agreement for its final five (5) year term, commencing on November 1, 2018 and expiring October 31, 2023, as followed by the agreement.

(C) DBI Services, Inc. - Operation, Maintenance, Management of the City's Right of Ways

1. On September 18, 2013, the City Commission approved to enter into an agreement with DBI Services, Inc. for an initial five (5) year period commencing on November 1, 2013, and ending on October 30, 2018.
2. The City of Pembroke Pines Public Services Department utilizes DBI Services, Inc. to provide management and performance of routine maintenance and incidental repair of the transportation facility currently maintained by the City within, or associated with the City right-of-ways.
3. Pursuant to Section 5.2 of the Original Agreement, the term may be extended for one (1) additional five (5) year term, subject to mutual consent and the execution of a written amendment to this Agreement.
4. To date, the agreement has had one (1) amendment, which revised Article 6 of the Original Agreement to increase the Annual Fee for the increased scope of work and also added an Owner's Contingency amount to for as needed work not covered as part of the original scope of work.

5. The Public Services Department recommends that the City renew this Agreement for the final five (5) year term, commencing on November 1, 2018 and expiring October 31, 2023, 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.



City of Pembroke Pines

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

THIS AMENDMENT ("Fifth Amendment"), dated October 3, 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

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

WHEREAS, pursuant to **Request for Qualifications ("RFQ") # PSPW-13-09** on **September 3, 2014**, the Parties entered into the Agreement for Operation, Maintenance, Management of Municipal Facilities ("Original Agreement") for an initial **five (5) year period**, commencing on **November 1, 2013**, and naturally expiring on **October 31, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **one (1) additional five (5) year** term subject to mutual consent and the execution of a written amendment to the Agreement; and,

WHEREAS, on **November 15, 2014**, the Parties executed the First Amendment to the Original Agreement to extend the usage of the City-owned vehicles per Section 4.9 until September 30, 2014, and to require that the CONTRACTOR refund the CITY \$400 per month for each vehicle that remains in the CONTRACTOR's control. The monthly fee was prorated to a daily rate for vehicles returned to the CITY prior to the end of the month; and,

WHEREAS, on **December 18, 2014**, the Parties executed the Second Amendment to the Original Agreement, as amended, to a) amend Section 6.1 thereof and to increase the annual fee from \$4,739,450 to \$4,974,052, b) amend Section 6.1.2 to increase the annual owner's contingency amount from \$166,854 to \$200,000, c) repeal and replace Section 6.2 to reflect the compensation for Maintenance and Repair costs to a rate equal to the CONTRACTOR's costs plus 7.5% for the general overhead and administrative fee, and d) to repeal and replace Article 7 of the Original Agreement, as amended, to reflect Payment Procedures of 26 equal bi-weekly installments; and,



City of Pembroke Pines

WHEREAS, on **February 29, 2016**, the Parties executed the Third Amendment to the Original Agreement, as amended, to a) amend Section 4.3.4 thereof to delete the wording that entitles the CITY to receive a rebate of 50% of the entire value for the reduction in staff, b) amend Section 4.6 of the Original Agreement to include hand tools and power tools necessary to operate the Facilities as part of the items supplied by CONTRACTOR, c) amend Section 6.1 as amended in the Second Amendment, to increase the annual fee from \$4,974,052 to \$5,371,976 starting on March 1, 2016, d) amend Section 6.2 as amended in the Second Amendment, to change the items included under the Maintenance and Repair Costs that are associated with the performance of the Scope of Services listed in Article 4 of the Original Agreement, e) amend Section 6.3 of the Original Agreement to state that on October 1st of each year for the entire term of the agreement, the Annual fee shall be automatically adjusted according to the annual Consumer Price Index-(CPI/U) Miami-Ft. Lauderdale, FL area for the month of April or 4%, whichever is less but not less than zero, f) amend Section 9.1 of the Original Agreement to include that the CITY shall be responsible for the payment of expenses related to purchase of materials and supplies necessary for the CONTRACTOR to perform the services of this agreement; and,

WHEREAS, on **April 9, 2018**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term thereof for a **five (5) year** period which will expire on October 31, 2023; and,

WHEREAS, on **September 20, 2023**, the City Commission approved a change order to increase the annual amount for the 2022-2023 fiscal year by ONE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$185,000.00) to cover additional overtime expenses incurred in the 2022-2023 fiscal year, beyond the owner's contingency amount.

WHEREAS, CITY Code of Ordinances §35.29(C) authorizes the City Manager to extend, for operational purposes, and for a maximum one hundred and eighty (180) days, any contract previously approved by the City Commission and entered into by the City; and,

WHEREAS, the Parties desire to extend the term of their contractual relationship for **one hundred eighty (180) days** pursuant to CITY Code of Ordinances §35.29(C) and to supplement the terms contained therein as set forth in this, as set forth in this Fifth Amendment.

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement, as amended, is hereby extended for a one hundred and eighty (180) day period commencing on **November 1, 2023**, and naturally expiring on **April 29, 2024**.



City of Pembroke Pines

SECTION 3. Section 6.1 of the Original Agreement, as amended, is hereby revised and amended to include Section 6.1.1.1 as set forth below:

6.1.1.1 The Annual Fee for Services shall be prorated for the one hundred and eighty (180) day period commencing on November 1, 2023 and expiring on April 29, 2024 in the amount of **THREE MILLION, THREE HUNDRED EIGHTY-SIX THOUSAND, EIGHTY-THREE DOLLARS AND ONE CENT (\$3,386,083.01)**, which includes an owner's contingency of ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00).

SECTION 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in 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:

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 Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

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

5.1 Definitions for this Section.

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

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

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



City of Pembroke Pines

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

SECTION 9. Each person signing this Fifth Amendment on behalf of either Party



City of Pembroke Pines

individually warrants that he or she has full legal power to execute this Fifth 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 Fifth Amendment.

SECTION 10. This Fifth 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 Fifth 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



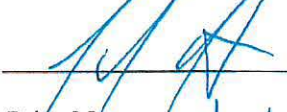
City of Pembroke Pines

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

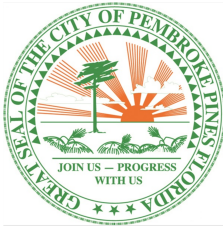
APPROVED AS TO FORM:


Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

DocuSigned by:
BY: Charles F. Dodge
47B966ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

ATTEST:

DocuSigned by:

E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
DS October 3, 2023



CONTRACTOR:

CALVIN, GIORDANO & ASSOCIATES INC.

Signed By: 

Printed Name: Chris Giordano

Title: CFO