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NINTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES INC.

THIS AMENDMENT ("Ninth Amendment"), dated this 7th day of July, **2021**, is by and between:

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

WHEREAS, on **July 1, 2009**, pursuant to Request for Proposals "RFP" No. F109-05, the Parties entered into a Professional Services Agreement ("Original Agreement") for an initial period of **five (5) years** which expired on **June 30, 2014**; and,

WHEREAS, on **April 27, 2011**, the Parties executed the First Amendment to the Original Agreement to update Section 3.6, to include Article 10, entitled "Legal Obligations" for the payment of taxes and to include Article 11, entitled "Special Conditions" for conflicts of interest; and,

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

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

WHEREAS, on **April 6, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to include Public Records language and to enter into the third, one (1) year renewal term which expired on **June 30, 2017**; and,

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

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

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

WHEREAS, on **June 3, 2020**, the Parties executed the Eighth Amendment to the Original Agreement, as amended, for the seventh one (1) year renewal term commencing on **July 1, 2020** and expiring on **June 30, 2021**; and,

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

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Original Agreement, as amended, and desire to extend the term of their contractual relationship for **one hundred eighty (180) days**, until December 28, 2021, pursuant to CITY Code of Ordinances §35.29(C), as set forth in this Ninth Amendment to Original Agreement.

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 one hundred eighty (180) calendar days commencing on **July 1, 2021** and naturally expiring on **December 28, 2021.**

SECTION 3. 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

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

5.1 **Definitions for this Section:**

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

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

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

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

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

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

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

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

SECTION 6. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and this Ninth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Ninth Amendment. The exhibits, if not physically attached, should be treated as part of this Ninth Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this Ninth Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this Ninth Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Ninth Amendment.

SECTION 9. This Ninth Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Ninth Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene Graham
E858EEE04EEF4F3...

MARLENE D. GRAHAM, CITY CLERK

By: DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
013E807C191D4FF...

Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES INC.

Signed By: _____

Print Name: Chris Giordano

Title: President

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	**CONTACT NAME:** Symone White **PHONE (A/C, No, Ext):** 312-856-9400 **FAX (A/C, No):** 312-856-9425 **E-MAIL ADDRESS:** swhite@rbninsurance.com
INSURED SAFELLC-01 Calvin, Giordano & Associates, Inc. 1800 Eller Drive Suite 600 Fort Lauderdale FL 33316	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Fire Insurance Co. — 19682 **INSURER B :** Navigators Insurance Company — 42307 **INSURER C :** Twin City Fire Insurance Co. — 29459 **INSURER D :** Great American E&S Ins. Co. — 37532 **INSURER E :** Hartford Casualty Insurance Co — 29424 **INSURER F :** Princeton Excess & Surplus Lines Insurance Co. — 10786

COVERAGES **CERTIFICATE NUMBER:** 1544639151 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		83UENZV3951	10/3/2020	10/3/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2020	10/3/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CH20EXC885600IC	10/3/2020	10/3/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WECE0623	5/12/2021	5/12/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D F	Professional Liability Excess Liab (2nd) Layer			TER 286-10-59 8E-A3-XL-0000121-00	10/3/2020 10/3/2020	10/3/2021 10/3/2021	Each Claim/Aggregate Each Occ/Aggregate	10,000,000 5,000,000

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

City of Pembroke Pines is listed as Additional Insured as respects the General Liability as required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

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

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

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

B. Employees as Insureds

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

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

C. Lessors as Insureds

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

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

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

D. Additional Insured if Required by Contract

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

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

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

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

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

(3) Additional Insureds Other Insurance

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

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

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

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

E. Primary and Non-Contributory if Required by Contract

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

(3) Primary Insurance When Required By Contract

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

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

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

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

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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

2. AUTOS RENTED BY EMPLOYEES

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

The OTHER INSURANCE Condition is amended by adding the following:

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

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

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

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

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

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

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

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

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

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

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

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

6. **LOAN/LEASE GAP COVERAGE**

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

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

7. **AIRBAG COVERAGE**

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

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

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

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

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

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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

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

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

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

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

9. EXTRA EXPENSE - BROADENED COVERAGE

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

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

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

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

11. TWO OR MORE DEDUCTIBLES

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

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

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

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

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

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

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

14. HIRED AUTO - COVERAGE TERRITORY

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

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

15. WAIVER OF SUBROGATION

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

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

16. RESULTANT MENTAL ANGUISH COVERAGE

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

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

17. EXTENDED CANCELLATION CONDITION

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

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

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

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

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

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

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

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

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

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

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(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

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operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

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enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

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However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

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settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

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insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. **Pollution-Related**

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. **War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Internet Advertisements And Content Of Others**

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. **Right Of Privacy Created By Statute**

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. **Violation Of Anti-Trust law**

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. **Securities**

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. **Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. **Employment-Related Practices**

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

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This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

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f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

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SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services:

      (a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

      (b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by,

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. **Real Estate Manager**

      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. **Temporary Custodians Of Your Property**

      Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. **Legal Representative If You Die**

      Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

   e. **Unnamed Subsidiary**

      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

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The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d**) or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

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(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. **The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. **General Aggregate Limit**

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C**;

b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. **Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. **Personal And Advertising Injury Limit**

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. **Each Occurrence Limit**

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A**; and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. **Damage To Premises Rented To You Limit**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

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In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

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

a. The limits of insurance specified in the written contract or written agreement; or

b. The Limits of Insurance shown in the Declarations.

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

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or the additional insured is a partnership;

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(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. **Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

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nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. "**Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

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Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

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(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-

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ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. **"Volunteer worker"** means a person who
    a. Is not your "employee";
    b. Donates his or her work;
    c. Acts at the direction of and within the scope of duties determined by you; and
    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. **"Your product"**:
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. **"Your work"**:
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
        (2) The providing of or failure to provide warnings or instructions.

EIGHTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES, INC.

THIS IS AN AGREEMENT ("Agreement"), dated this 3rd day of June, **2020**, by and between:

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

and

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 hereafter be collectively referred to as the "Parties".

WHEREAS, pursuant to RFP # FI-09-05, on **July 1, 2009,** the CITY and CONTRACTOR entered into the Original Agreement for Building Department Services for an initial **five (5) year period,** which expired on **June 30, 2014;** and,

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

WHEREAS, on **April 27, 2011**, the Parties executed the First Amendment to the Original Agreement to amend Article 3, entitled "Term of Agreement", Article 10, entitled "Legal Obligations" and Article 11, entitled "Special Conditions" of the Original Agreement; and,

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

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

WHEREAS, on **April 6, 2016**, the Parties executed the Fourth Amendment to the Original Agreement, as amended, to add the Public Records provision and to enter into a third one (1) year renewal term commencing on **July 1, 2016** and expiring on **June 30, 2017**; and,

WHEREAS, on **June 22, 2017**, the Parties executed the Fifth Amendment to the Original Agreement, as amended, for the fourth one (1) year renewal term commencing on **July 1, 2017** and terminating on **June 30, 2018**; and,

WHEREAS, on **April 9, 2018**, the Parties executed the Sixth Amendment to the Original Agreement, as amended, for the fifth one (1) year renewal term commencing on **July 1, 2018** and terminating on **June 30, 2019**; and,

WHEREAS, on **November 20, 2018**, the Parties executed the Seventh Amendment to the Original Agreement, as amended, for the sixth one (1) year renewal term commencing on **July 1, 2019** and terminating on **June 30, 2020**; and,

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

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to decrease the fees and costs set forth in the Original Agreement in accordance with the Consumer Price Index; and,

WHEREAS, the Parties also desire to amend the Original Agreement, as amended, to include provisions for the Local Government Prompt Payment Act, Waiver of Sovereign Immunity, Non Discrimination and Equal Opportunity Employment, and Scrutinized Companies; and,

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

W I T N E S S E T H

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

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

SECTION 2. Section 4.1 of Article 4 of the Original Agreement, as amended, entitled "Payment" is repealed and replaced as set forth below:

> "4.1 CONTRACTOR's employees shall be responsible for collecting and maintaining all fees and payments associated with the performance of this Agreement on behalf of the CITY. The CITY shall receive an annual payment of $181,393.79 payable in monthly installments of $15,116.15 per month. Pursuant to Section 5.2 of this Agreement, the CITY shall further receive a monthly rental payment from the CONTRACTOR. On or before the 5th day of each month, the CITY shall receive from the CONTRACTOR a total payment in the amount of $29,929.95 plus all

applicable taxes. Contractor revenue is comprised of fees collected minus the above payments. CITY shall receive ten percent (10%) of the gross revenues collected in excess of $4,000,000.00. All fees and costs set forth herein shall be increased or decreased from the current contract fees and costs annually each July 1st, commencing July 1, 2011, by the April to April change in the Consumer Price Index ("CPI") for "All Urban Consumers for the Miami-Fort Lauderdale Area, Florida" as published by the U.S. Department of Labor Statistics or its successor agency."

SECTION 3. Article 4 of the Original Agreement, as amended, entitled "Payment" is hereby amended by the addition of Section 4.3 as set forth below:

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

SECTION 4. Section 5.2 of Article 5 of the Original Agreement, as amended, entitled "Local Office Requirements" is hereby repealed and replaced as set forth below:

"5.2 CONTRACTOR shall make monthly rental payments in the amount of $14,813.80 per month plus applicable taxes for a total annual rent of $177,765.66 plus taxes. Rental payments shall be paid to the CITY on the 5th day of each month in accordance with Section 4.1, above."

SECTION 5. Article 9 of the Original Agreement, as amended, entitled Indemnity and Liens is hereby amended by the addition of Section 9.3, as set forth below:

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

SECTION 6. Article 12 of the Original Agreement, as amended, entitled "General Conditions" is hereby amended by the addition of Section 12.14 as set forth below:

"**12.14 Non-Discrimination & Equal Opportunity Employment:** During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this

nondiscrimination clause."

SECTION 7. Article 12 of the Original Agreement, as amended, entitled "General Conditions" is hereby amended by the addition of Section 12.14 as set forth below:

"**12.15 Scrutinized Companies:** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with 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 if:

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

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

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

12.15.2.2 Is engaged in business operations in Syria."

SECTION 8. The Original Agreement, as amended, is hereby renewed for **one (1) year** commencing on **July 1, 2020** and terminating on **July 1, 2021.**

SECTION 9. In the event of any conflict or ambiguity by and between the terms and provisions of this Eighth Amendment, the Seventh Amendment, the Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Eighth Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 10. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and this Eighth Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 11. Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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

ATTEST:

MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

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

CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES, INC.

By:
Name: Chris Giordano
Title: Vice President

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Databases, Tables & Calculators by Subject

Change Output Options: From: 2010 To: 2020
include graphs include annual averages

Data extracted on: May 13, 2020 (10:35:58 AM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS35BSA0,CUUSS35BSA0
Not Seasonally Adjusted
Series Title: All items in Miami-Fort Lauderdale-West Palm Beach, FL, all urban consumers, not seasonally adjusted
Area: Miami-Fort Lauderdale-West Palm Beach, FL
Item: All items
Base Period: 1982-84=100

Download: xlsx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010		222.505		222.625		222.390		222.803		223.631		224.907	223.062	222.553	223.570
2011		227.451		231.503		231.197		232.749		232.141		231.794	230.851	229.524	232.178
2012		234.043		236.095		233.991		236.110		236.793		235.023	235.207	234.526	235.889
2013		238.524		238.124		237.815		237.438		238.858		239.417	238.179	237.921	238.437
2014		242.268		244.073		243.428		243.124		244.130		242.676	243.147	242.921	243.372
2015		243.283		245.195		246.245		246.348		246.789		246.597	245.419	244.327	246.511
2016		247.126		248.741		250.208		250.263		251.571		253.629	249.790	248.156	251.424
2017		256.890		255.708		255.134		255.898		258.456		258.238	256.681	255.916	257.446
2018		264.990		264.696		265.973		265.062		267.280		265.731	265.065	264.152	265.978
2019		268.288		270.553		269.119		270.176		271.381		270.918	269.776	268.974	270.578
2020		272.044		269.237											

MEMORANDUM

To: Charles F. Dodge, City Manager **Date:** May 19, 2020

From: Lisa Chong, Finance Director **Re:** Calvin Giordano Associates

---

Article 4.1 of the City's contract with Calvin Giordano Associates for Building Services, states **"All fees and costs set forth herein shall be increased or decreased from the current contract fees and cost each July 1st,** commencing July 1, 2011, by the April to April change in the Consumer Price Index (CPI) for "All Urban Consumers for the Miami-Fort Lauderdale Area, Florida" as published by the U.S. Department of Labor Statistics or its successor agency."

Accordingly, the administration fees and rent due from Calvin Giordano Associates should be decreased by **-0.49%**, as shown on the attached publication from the Bureau of Labor Statistics, this is the first decrease in the CPI since the CPI adjustment in started in 2011. If you concur with the decrease, please indicate in the space provided below.

Charles F. Dodge
Charles F. Dodge, City Manager

5/19/20
Date

LC/ak

cc: John Picarello, Fire Chief
George Kropp, Calvin, Giordano & Associates, Inc.
Sherrell Jones-Ruff, Calvin, Giordano & Associates, Inc.
Tomika Hester, Calvin, Giordano & Associates, Inc.
Philip Sauer, Calvin, Giordano & Associates, Inc.
Albert Bostwick, Calvin, Giordano & Associates, Inc.
Matthew Kefford, Director of Technology Services
Steve Totton, Manager of Systems Development
Yaibelys Rodriguez, Assistant Finance Director
Wilbert Santos, Deputy Finance Director
Ivonne Fontirroche, Accountant

S:\Finance\CPI\CPI\Calvin Giordano - Building Services\

Calvin Giordano Contract
Change in Consumer Price Index

April 2020	269.237
April 2019	270.553
Change	-1.316

Decrease as a % **-0.49%**

Source: Consumer Price Index - "All Urban Consumers for the Miami-Fort Lauderdale-West Palm Beach Area"
CUURS35BSA0 Not Seasonally Adjusted

City of Pembroke Pines
Calvin Giordano Associates
Contract for Building Services

Per Aricle **4.1** of the contract:

> "All fees and costs set forth herein shall be increased or decreased from the current contract fees and cost each July 1st, commencing **July 1, 2011**, by the April to April change in the Consumer Price Index ("CPI") ....."

Fees/Costs	Current Monthly Amount	7/1/20 CPI Increase	New Monthly Amount
Admin Fees	$ 15,191	$ (74)	**$ 15,116**
Rent	14,887	$ (73)	**$ 14,814**
Sales Tax	997	$ (5)	**$ 993**
Total	**$ 31,075**	**$ (152)**	**$ 30,922**

City of Pembroke Pines, Florida
Recap of Contracted Building Services
Recap (7/1/09 to 6/30/21)

Contract Year Ended	Add'l Rent Excess 10% over $4M	Annual Rental	Admin Fee	Total Billed & Collected
06/30/10	$ -	$ 147,000	$ 150,000	$ 297,000
06/30/11	-	147,000	150,000	297,000
06/30/12	15,792	152,865	155,985	324,642
06/30/13	1,931	155,892	159,074	316,897
06/30/14	3,137	157,233	160,442	320,812
06/30/15	15,877	161,164	164,453	341,493
06/30/16	200,888	161,905	165,209	528,002
06/30/17	321,252	164,253	167,605	653,109
06/30/18	472,471	168,852	172,298	813,620
06/30/19	180,362	174,778	178,345	533,485
06/30/20	Not Available	178,641	182,287	360,928
06/30/21	Not Available	**177,766**	**181,394**	359,160
Total	**$ 1,211,710**	**$ 1,947,348**	**$ 1,987,089**	**$ 5,146,147**

CPI Data for contract year 2021 was a decrease of 0.49%.

SEVENTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT, dated this 20th day of November **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 **RFP # FI-09-05**, on **July 1, 2009,** the CITY and CONTRACTOR entered into the Original Agreement for **Building Department Services** for an initial **five (5) year period,** which expired on **June 30, 2014;** and,

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

WHEREAS, on April 27, 2011, the Parties executed the First Amendment to the Original Agreement which amended Article 10 – Legal Obligations and Article 11 – Special Conditions of the Original Agreement however did not extend the term of the Original Agreement; and,

WHEREAS, on July 17, 2014, the Parties executed the Second Amendment to the Original Agreement, as Amended, which renewed the term of the Original Agreement for one year effective July 1, 2014 and terminating on June 30, 2015; and,

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

WHEREAS, on April 6, 2016, the Parties executed the Fourth Amendment to the Original Agreement, as Amended, for the third one (1) year renewal term commencing on July 1, 2016 and terminating on June 30, 2017; and,

WHEREAS, on June 22, 2017 the Parties executed the Fifth Amendment to the Original

Agreement, as Amended, for the fourth one (1) year renewal term commencing on July 1, 2017 and terminating on June 30, 2018; and,

WHEREAS, on April 9, 2018 the Parties executed the Sixth Amendment to the Original Agreement, as Amended, for the fifth one (1) year renewal term commencing on July 1, 2018 and terminating on June 30, 2019; 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 **sixth one (1) year renewal** option and amend the Original Agreement, as Amended, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement, as Amended, is hereby renewed for the **sixth one (1) year renewal** period commencing on **July 1, 2019** and terminating on **June 30, 2020.**

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

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

SECTION 5. Each Exhibit referred to in the Original Agreement, 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:

MARLENE D. GRAHAM, 11/28/18
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

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

CONTRACTOR:

WITNESSES

Print Name

Print Name

CALVIN GIORDANO & ASSOCIATES, INC.

BY:

Print Name: Chris Giordano

Title: Vice President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared CHRIS GIORDANO as VICE 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 7TH day of NOVEMBER, 2018.

NOTARY PUBLIC

DAWN HOPKINS

DAWN HOPKINS
Notary Public - State of Florida
Commission # GG 039944
My Comm. Expires Feb 18, 2021
Bonded through National Notary Assn.

(Name of Notary Typed, Printed or Stamped)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 312-856-9400 **FAX (A/C, No):** 312-856-9425 **E-MAIL ADDRESS:** lnortz@rbninsurance.com
INSURED SAFELLC-01 Calvin, Giordano & Associates, Inc. 1800 Eller Drive Suite 600 Fort Lauderdale FL 33316	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Hartford Fire Insurance Co. 19682 **INSURER B :** Navigators Insurance Company 42307 **INSURER C :** Twin City Fire Insurance Co. 29459 **INSURER D :** Great American E&S Ins. Co. 37532 **INSURER E :** Hartford Casualty Insurance Co 29424 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1174726743 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			83UENZV3951	10/3/2018	10/3/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
E	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			83UENPY9100	10/3/2018	10/3/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CH18EXC885600IV	10/3/2018	10/3/2019	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		83WECE0623	5/12/2018	5/12/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			TER2475972	10/3/2018	10/3/2019	Each Claim/Aggregate	5,000,000

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

Certificate holder is listed as additional insured as respects General Liability if required by written contract. Waiver of subrogation applies to General Liability & Workers Compensation in favor of certificate holder. Coverage is primary & non-contributory as respects any other insurance. 30 day's notice of cancellation except 10 day's notice for non-payment.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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From:	Rotstein, Daniel
To:	Harrel, Tyler
Cc:	Deleon, Lilian
Subject:	FW: Calvin, Giordano & Associates, Inc. - Certificate of Insurance
Date:	Thursday, November 08, 2018 9:07:45 AM
Attachments:	Certificate of Insurance.pdf Calvin, Giordano & Associates, Inc. - Building Department Services (ALL BACKUP).pdf

---

The attached COI is approved.

From: Harrel, Tyler
Sent: Thursday, November 8, 2018 7:51 AM
To: Rotstein, Daniel
Cc: Garcia, Oniel
Subject: Calvin, Giordano & Associates, Inc. - Certificate of Insurance

Good Morning Dan,

When you have a chance, could you please review the attached Certificate of Insurance and agreement for approval. Please advise if any revisions are necessary.

Thank you

Tyler Harrel
City of Pembroke Pines
Finance Department, City Hall
601 City Center Way, Pembroke Pines, FL 33025
(P): 954-392-9436

City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 8(A)

File ID: 18-1024 **Type:** Agreements/Contracts **Status:** Passed

Version: 1 **Agenda Section:** **In Control:** City Commission

File Created: 08/23/2018

Short Title: Contract Database Report **Final Action:** 09/04/2018

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

(A) CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) - BUILDING DEPARTMENT SERVICES
(B) ADVANCED DATA SOLUTIONS, INC. - BACK SCANNING AND MEDIA CONVERSION PROJECT
(C) FLORIDA POWER & LIGHT (FPL) - EHEAP PAYMENT AGREEMENT
(D) SMARTCOP, INC. (D/B/A CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA) - PUBLIC SAFETY (POLICE) AUTOMATIC RECORDS MANAGEMENT AND MOBILE COMPUTING SYSTEM

***Agenda Date:** 09/04/2018

Agenda Number: 8(A)

Internal Notes:

Attachments: 1. Contract Database Report - September 2018, 2. Calvin, Giordano & Associates, Inc - Building Department Services (ALL BACKUP), 3. Advanced Data Solutions, Inc. - Back Scanning & Media Conversion Project Agreement (AD-15-03) (all back up), 4. Florida Power & Light Company (FPL) - EHEAP Payment Agreement (ALL BACKUP), 5. SmartCOP, Inc., (dba CTS America) - Records Management System - (NOT FULLY EXECUTED)

1	City Commission	09/04/2018	approve	Pass

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

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

Nay: - 0

1	City Commission	09/04/2018	approve	Pass

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

Notes:

Aye: - 3 Mayor Ortis, Commissioner Castillo, and Commissioner Siple

Nay: - 1 Commissioner Schwartz

Absent: - 1 Vice Mayor Good Jr.

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

(A) CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) - BUILDING DEPARTMENT SERVICES
(B) ADVANCED DATA SOLUTIONS, INC. - BACK SCANNING AND MEDIA CONVERSION PROJECT
(C) FLORIDA POWER & LIGHT (FPL) - EHEAP PAYMENT AGREEMENT
(D) SMARTCOP, INC. (D/B/A CONSOLIDATED TECHNOLOGY SOLUTIONS AND CTS AMERICA) - PUBLIC SAFETY (POLICE) AUTOMATIC RECORDS MANAGEMENT AND MOBILE COMPUTING SYSTEM

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

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

3. The Agreements shown below are listed on the September 2018 Contract Database Report.

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

1. On June 17, 2009, the City Commission approved to enter into a Professional Building Department Services Agreement with Calvin, Giordano & Associates, Inc. for a five (5) year period commencing July 1, 2009, and expiring 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 - Renewal, of the Original Agreement, this agreement shall be renewed at the expiration of the initial term and annually thereafter unless notice of intent not to renew.
4. To date, the agreement has had six (6) amendments, including five (5) renewals extending the term of the agreement to June 30, 2019.
5. The Public Services Department has recommended to renew the agreement for an additional one (1) year term, commencing July 1, 2019, and expiring June 30, 2020.

(B) Advanced Data Solutions, Inc. - Back Scanning & Media Conversion Project

1. On December 14, 2016, the City Commission approved to enter into a Back Scanning & Media Conversion Project Agreement for a two (2) year period commencing January 1, 2017,

and expiring December 31, 2018.

2. This Agreement provides services for document scanning and media conversion for the Office of the City Clerk Records Custodian.

3. Pursuant to Section 3.2 of the Original Agreement, this agreement may be renewed for two (2) additional two (2) year terms upon mutual consent, evidenced by a written Amendment.

4. The City Clerk Department has recommended to renew the agreement for an additional two (2) year term, commencing January 1, 2019 and ending December 31, 2020.

(C) Florida Power & Light (FPL) - EHEAP Payment Agreement

1. On August 3, 2016, the City Commission approved to enter into an agreement with Florida Power & Light Company for the period of October 1, 2016 to September 30, 2018.

2. The Payment Agreement with Florida Power & Light Company is a requirement under the Emergency Home Energy Assistance Program Agreement (EHEAP). Funds for the (EHEAP) Program are received from the Department of Elder Affairs (DOEA) through the Areawide Council on Aging of Broward County, Inc.

3. Pursuant to Section 1 of the agreement, the agreement will be reviewed/renewed no later than September 30, 2018. (Must be at least every two years).

4. The Community Services Department recommends that the City renew this agreement for an additional two (2) year term commencing October 1, 2018, and expiring September 30, 2020.

(D) SmartCop, Inc. (d/b/a Consolidated Technology Solutions and CTS America) - Public Safety (Police) Automatic Records Management and Mobile Computing System

1. On April 17, 2013, the City Commission approved to enter into an agreement with SmartCop, Inc. (d/b/a Consolidated Technology Solutions and CTS America) for an initial one (1) year period following the installation and acceptance of the equipment and software products.

2. This agreement provides the Police Department with an Automatic Records Management System and a Mobile Computing System.

3. Pursuant to Section 3.2 of the Original Agreement, the agreement may be renewed for five (5) additional one (1) year terms in accordance with Section 2.0 of Exhibit C - Software Warranty, Maintenance and Support Agreement stating, “Licensee can extend Licensor’s maintenance and support services on an annual basis after the initial twelve month period, for a period of up to five years, by paying an agreed upon annual fee.

4. The City has continuously paid invoices from SmartCop, Inc. up until January 1, 2018, which allows for the term of the agreement to extend until July 1, 2019.

5. The Police Department would like to amend the Original Agreement to include two (2) additional SmartMCT Client Licenses and the Purchase/Implementation of 250 ESRI Mobile Licenses.

6. The Police Department is replacing their mapping solution from MapPoint to SmartCop with the Purchase/Implementation of 250 ESRI Mobile Licenses at an additional cost of $62,500. Every January thereafter, an annual maintenance fee of $12,500 will occur.

7. The two (2) additional Mobile Licenses cost an additional $2,160 due on acceptance. Every year thereafter, an annual maintenance fee of $360 will occur.

8. The Police Department recommends that the City amend the Original Agreement to include the Purchase/Implementation of 250 ESRI Mobile Licenses and 2 additional SmartMCT Client Licenses.

FINANCIAL IMPACT DETAIL:

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

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES 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 Florida corporation 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 **RFP # FI-09-05**, on **July 1, 2009,** the CITY and CONTRACTOR entered into the Original Agreement for **Building Department Services** for an initial **five (5) year period,** which expired on **June 30, 2014;** and,

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

WHEREAS, on **April 27, 2011**, the Parties executed the First Amendment to the Original Agreement which **amended Article 10 – Legal Obligations and Article 11 – Special Conditions of the Original Agreement however did not extend the term of the Original Agreement**; and,

WHEREAS, on **July 17, 2014**, the Parties executed the Second Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective **July 1, 2014** and terminating on **June 30, 2015**; and,

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

WHEREAS, on April 6, 2016, the Parties executed the Fourth Amendment to the Original Agreement for the third one (1) year renewal term commencing on July 1, 2016 and terminating on June 30, 2017; and,

WHEREAS, on June 22, 2017 the Parties executed the Fifth Amendment to the Original Agreement for the fourth one (1) year renewal term commencing on July 1, 2017 and terminating on June 30, 2018; and,

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

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

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement is hereby renewed for the **fifth one (1) year renewal** period commencing on **July 1, 2018** and terminating on **June 30, 2019.**

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

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

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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:

MARLENE D. GRAHAM, 4/9/18
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

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

CONTRACTOR:

WITNESSES

Chris Giordano
Print Name

JESUS CRUZ
Print Name

CALVIN GIORDANO & ASSOCIATES, INC.

BY:

Print Name: DENNIS GIORDANO

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

DAWN HOPKINS
(Name of Notary Typed, Printed or Stamped)

DAWN HOPKINS
Notary Public - State of Florida
Commission # GG 039944
My Comm. Expires Feb 18, 2021
Bonded through National Notary Assn.

SAFELLC-01 LNORTZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
RBN Insurance Services 303 E Wacker Dr. Suite 650 Chicago, IL 60601	PHONE (A/C, No, Ext): (312) 856-9400	FAX (A/C, No): (312) 856-9425
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Calvin, Giordano & Associates, Inc. 1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316	INSURER A : Hartford Acc. & Indemnity Co.	22357
	INSURER B : Hartford Fire Insurance Co.	19682
	INSURER C : Navigators Insurance Company	42307
	INSURER D : Great American E&S Ins. Co.	37532
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			83UENZV3951	10/03/2017	10/03/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			83UENZV5555	02/11/2018	02/11/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			CH17EXC885600IV	10/03/2017	10/03/2018	EACH OCCURRENCE	$ 10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		83WECE0623	05/12/2017	05/12/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab			TER 317-77-89	10/03/2017	10/03/2018	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pembroke Pines is an Additional Insured as respects General Liability as required by a written contract or written agreement.

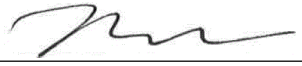
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 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.

PROFESSIONAL SERVICES AGREEMENT

July ~~June~~ **THIS AGREEMENT** (this "Agreement"), made and entered into the 1st day of 2009 by and between:

CITY OF PEMBROKE PINES, FLORIDA
a municipal corporation
10100 Pines Boulevard
Pembroke Pines, Florida 33026
(hereinafter referred to as "CITY")

AND

CALVIN GIORDANO & ASSOCIATES, INC,
A Florida corporation
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on March 17, 2009, the City of Pembroke Pines, Florida issued Request for Proposals No.FI09-05 ("RFP") in an effort to seek potential qualified vendors to provide plan review, inspection and other building department related services, a copy of the RFP is attached hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, on April 8, 2009, the CITY's evaluation committee convened to review and rank the prospective vendors; and

WHEREAS, the evaluation committee ranked the potential vendors and provided its recommendation to the City Commission; and

WHEREAS, on June 3, 2009, the City Commission considered the presentation of several potential vendors and voted to negotiate a mutually acceptable contract with Calvin Giordano & Associates, Inc., subject to final City Commission approval, a copy of the bid proposal submitted by Calvin Giordano & Associates is attached hereto as **Exhibit "B"** and incorporated herein and the minutes of the June 3, 2009 City Commission meeting are attached hereto as **Exhibit "C"** and incorporated herein; and

WHEREAS, CITY has determined that entering into this Agreement with CONTRACTOR for certain professional services as contemplated in this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the City of Pembroke Pines, Florida; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

Article 1 – Incorporation

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2 - Scope of Professional Services

2.1 The CONTRACTOR shall perform Professional Building Department Services for the CITY. Such services shall include, but are not limited to the following:

1) Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to building, roofing, mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction as well as the CITY.

2) Review applications for compliance with submittal requirements, including contractor licensing and insurance, and other agency approvals.

3) Route applications to appropriate staff for discipline compliance reviews and comments.

4) Monitor review status to ensure prescribed time limits are met.

5) Contact building contractors, architects, engineers, and citizens about construction projects, code questions and other concerns.

6) Inspect permitted construction within the City limits, for compliance with City codes and ordinances and permitted plans and specifications.

7) Generally perform inspections between 7:00 a.m. and 6:00 p.m. Monday through Thursday, except on an as needed basis as described in Section 2.3, below, and at such time as set forth therein.

8) Maintain records of inspection and investigations. CITY's inspection forms shall be used.

9) CONTRACTOR shall provide a Permit System to include hardware, to maintain daily inspections as well as permit and plan review activities. CONTRACTOR shall provide updates in real time.

10) Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably required by the CITY.

11) CONTRACTOR shall review and maintain all records required by the Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA.

12) Perform any other related services required by the CITY and all other governmental agencies having jurisdiction.

13) Coordinate relevant activities with the City's Planning and Zoning consultants, the CITY's Fire Marshall, and the CITY's Code Enforcement Officers.

14) Coordinate activities with Broward County Board of Rules and Appeals and the Florida Building Commission, as needed and/or required.

15) Provide services with regard to Unsafe Buildings as described in Section 111 of the FBC-BBCAP, inspect, post and record violations and conduct public hearings and provide support to the Unsafe Structures Board.

16) Provide Building Code Enforcement services on behalf of the CITY.

17) CONTRACTOR shall be responsible to provide any and all utilities, janitorial service, and telephone service as needed in the performance of this Agreement.

2.2 Inspection Services. Inspection services shall be conducted in accordance with all applicable federal, state, and local laws, rules, regulations, directives, codes and ordinances. For each discipline, CONTRACTOR shall provide a minimum of two (2) persons with all applicable certifications required pursuant to Florida Statutes. All personnel performing services under this Agreement shall have at least three (3) years of experience in their respective disciplines.

2.3 Emergencies. During a declared emergency, CONTRACTOR shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. Emergency services will be reimbursable at direct cost. The Building Code Administrator shall have immediate access to building plans and other essential building information. CONTRACTOR shall work with the CITY during post disaster (natural or man-made) times, in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. CONTRACTOR shall provide personnel to assist with damage assessment teams. CONTRACTOR shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision-making process and performing other duties as deemed necessary to restore overall safety and services. CONTRACTOR shall provide personnel in each discipline to any type of emergency call-out by the CITY's Fire Rescue, Law Enforcement or any authorized CITY representative.

2.4 Timeframes for Performance. Plan reviews shall be performed in accordance with the following schedule:

1) Building Permits (Minor)	1 Business Day
2) Building Permits (Major)	10 Business Days
3) Single-Family Homes (New Construction, Major Renovation)	10 Business Days
4) Commercial Improvements (Minor, including signs)	5 Business Days
5) Commercial; Improvements (Major) Multi-Family Residential	10 Business Days

All inspections performed under this Agreement shall be conducted within one (1) business day of the request. In order to ensure public safety, response to hazards, nuisances, and Florida Building Code violations, reports will be performed within one (1) business day of receiving notice. The CONTRACTOR shall provide an inspector to meet this "on call" requirement. Responses to inquiries from the general public shall be provided by the CONTRACTOR within two (2) business days.

2.5 Staff Qualifications and Requirements. In addition to any requirements otherwise set forth herein, CONTRACTOR shall provide the necessary and appropriate personnel to ensure the performance of this Agreement, and such personnel shall satisfy the following requirements:

1) Building Official. Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida, Department of Business and Professional Regulation as a Chief Building Official, and County Certification.

2) Plans Examiners (Structural, Electrical, Mechanical, and Plumbing). Compliance with the requirements of Section 103 of the FBC-BBCAP, License form the State of Florida Department of Business and Professional Regulation as licensed under the respective discipline practiced, and County Certification.

3) Inspectors (Chief Electrical, Chief Mechanical, Chief Plumbing, and Chief Structural Inspector). Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida, Department of Business and Professional Regulation and/or licensed by the State.

4) Additional Staff. Cashiers and clerical staff sufficient to intake and route plans and applications, prepare certificates, scan all documents including plans in keeping with the established procedures, maintain computer operations including existing main frame, scan documents and plans not scanned initially within thirty (30) days of final inspection for archives.

All personnel shall be certified and recertified biennially by the Broward County Board of Rules and Appeals in accordance with Section 103 of the FBC-BBCAP and State Law. CONTRACTOR shall provide documentation to the CITY's Contract Administrator upon execution of this Agreement and upon staff changes thereafter.

2.6 Equipment and Personnel Requirements. CONTRACTOR shall provide and maintain the vehicles necessary to perform the services as set forth herein. All such vehicles shall be kept will maintained, clean, free of damage and in safe operating condition, with the name of the CONTRACTOR and number of the vehicle printed in letters not less than three inches (3") high on each side of the vehicle.

CONTRACTOR'S Personnel shall adhere to the following requirements:

1) While performing services under this Agreement, all personnel shall wear a uniform shirt with the CONTRACTOR's logo and shall wear a CITY identification tag.

2) While performing services under this 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 his or her designee, at the time of execution of this Agreement and such list shall be updated and provided to the CITY on a regular basis.

3) All personnel performing services under this Agreement shall be fluent in English and CONTRACTOR shall require at least one person to be in the office at all times during regular business hours who is fluent in Spanish.

Article 3 - Term of Agreement

3.1 Term: This agreement shall be effective for an initial five (5) year term following the date of execution by the Parties.

3.2 Renewal: This Agreement shall be renewed at the expiration of the initial term and annually thereafter unless notice of intent not to renew is provided in conformance with Section 12.10. The parties agree to furnish notice of intent not to renew this Agreement not less than one hundred eighty (180) days prior to the expiration of this Agreement. In the event that this Agreement is not renewed for any reason, CONTRACTOR shall continue to provide services under existing terms and conditions until a replacement contractor has been located and retained by the City.

3.3 Termination without cause: This Agreement may be terminated by the CITY for any reason or no reason upon thirty (30) calendar days written notice to the CONTRACTOR. In the event of such termination, CONTRACTOR shall be entitled to receive compensation for any work, or capital investment completed pursuant to this Agreement to the satisfaction of the CITY up through the date of termination. Under no circumstances shall the CITY make payment for services that have not been performed.

3.4 Termination with cause: This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by the CITY, CONTRACTOR shall indemnify the CITY against any and all loss pertaining to such termination, including, but not limited to reasonable costs incurred in transition to a replacement contractor.

3.5 Termination (transfer of ownership). This Agreement may be terminated by the CITY upon five (5) calendar days written notice if there is a change of more than fifty percent (50%) of the ownership of the CONTRACTOR. CONTRACTOR shall notify the City Manager at least ten (10) days prior to the change of ownership of the CONTRACTOR.

3.6 Upon termination for any reason, CONTRACTOR shall turn over to the CITY all finished and unfinished work product, data, studies, surveys, sketches, plans and reports in its possession. CONTRACTOR shall also reasonably assist the CITY and any replacement contractors in the transition, including transition of computer data or software, as may be necessary.

Article 4 - Payment

4.1 CONTRACTOR's employees shall be responsible for collecting and maintaining all fees and payments associated with the performance of this Agreement on behalf of the CITY. The CITY shall receive an annual payment of $150,000.00, payable in monthly installments of $12,500.00 per month. Pursuant to Section 5.2 of this Agreement, the CITY shall further receive a monthly rental payment from the CONTRACTOR. On or before the 5th day of each month, the CITY shall receive from the CONTRACTOR a total payment in the amount of $24,750.00 plus all applicable taxes. Contractor revenue is comprised of fees collected minus the above payments. CITY shall receive ten percent (10%) of the gross revenues collected in excess of $4,000,000.00. All fees and costs set forth herein shall be increased or decreased from the current contract fees and costs annually each July 1st, commencing July 1, 2011, by the April to April change in the Consumer Price Index ("CPI") for "All Urban Consumers for the Miami-Fort Lauderdale Area, Florida" as published by the U.S. Department of Labor Statistics or its successor agency.

4.2 This Article shall be reviewed and revised pursuant to the mutual consent of the Parties upon each renewal.

Article 5 – Local Office Requirements

5.1 At the time of the execution of this Agreement, CITY has 5375 square feet of office space utilized for Building Department Services. CONTRACTOR shall rent office space from the CITY for one (1) year. After one (1) year, CONTRACTOR shall maintain an office acceptable to the CITY, which shall be located within three (3) road miles of Pines Boulevard

and 136th Avenue, and may include City Hall. A high speed Internet connection, equal or better than the existing service, to the main frame computer shall be required.

5.2 CONTRACTOR shall make monthly rental payments in the amount of $12,250.00 per month plus applicable taxes for a total annual rent of $147,000.00 plus taxes. Rental payments shall be paid to the CITY on the 5th day of each month in accordance with Section 4.1, above.

5.3 CONTRACTOR shall provide sufficient space in the office for Zoning Administrator. In addition, CONTRACTOR shall provide a conference room and plan tables for review and zoning maps and plan storage areas. At all times, the office shall be well-maintained, neat and orderly, with clean restrooms accessible to the public.

Article 6 – Status Reports

6.1 On or before the first of every month, the CONTRACTOR shall prepare and deliver to the City Manager, or his or her designee, a status report showing the status of all pending work authorizations and projects related to this Agreement.

Article 7 – Hours of Operation

7.1 CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the CITY's business hours of 7:00 a.m. through 6:00 p.m., Monday through Thursday. CONTRACTOR shall not be expected to perform services under this Agreement on those days in which City Hall is otherwise closed for business. The Parties acknowledge that the City may, in its sole discretion, transition to a five (5) day work week. In the event of such a transition, CONTRACTOR shall continue to perform services under this Agreement during the CITY's regular business hours, as may be amended from time to time.

Article 8- Insurance and Bonds

The CONTRACTOR shall not utilize the Facility until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY.

CERTIFICATES OF INSURANCE reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled until at least forty-five (45) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A" and Class VI in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONTRACTOR shall not utilize the facility pursuant to this contract unless all

required insurance remains in full force and effect. CONTRACTOR shall be responsible for subcontractors and their insurance. COMMERCIAL GENERAL LIABILITY insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following minimum limits of liability:

$5,000,000 Combined Single Limit - each occurrence
$5,000,000 Combined Single Limit - general aggregate
$5,000,000 Professional Liability/ E&O Insurance
$5,000,000 Automobile Liability Insurance
$1,000,000 Employee Crime/Dishonesty Insurance
$1,000,000 Fire and Legal Liability Insurance
$1,000,000 Personal Injury
$1,000,000 Products/Completed Operations Aggregate

CONTRACTOR shall have its insurer name the City of Pembroke Pines as an additional insured on its General Liability policy. CONTRACTOR shall insure its own property and such insurance shall further cover and extend to any and all CITY property used by CONTRACTOR in the performance of this Agreement, including public records and other documents.

Professional Liability/E&O insurance – the policy shall be a claims-made policy and the contractor shall provide "tail coverage" for a period of at least seven (7) years after the termination of the Agreement.

WORKERS COMPENSATION insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and 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. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance.

The following limits must be maintained:

Workers Compensation	Statutory
Employer's Liability	$100,000 per occurrence
	$500,000 Disease-policy limit
	$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead. The Payroll provider shall carry Employee Dishonesty, Forgery, and Alteration, and Computer Fraud coverage. The limits shall be a minimum of $1 million. The provider shall have the crime policy(ies) endorsed to name the City as loss payee.

Article 9-Indemnity and Liens

9.1 Indemnity. CONTRACTOR shall indemnify and hold CITY and its Agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars ($10.00) to protect, defend, indemnify, and hold the City of Pembroke Pines and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement. Such indemnification shall include any and all claims and liabilities, against the CITY by CONTRACTOR's employees. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent. This Article shall extend to any subcontractors engaged by the CONTRACTOR, and all subcontractors shall further be required to indemnify the City in accordance with the terms set forth herein.

9.2 Warranty of Title and Waiver of Liens. The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

Article 10- Legal Obligations

10.1 CONTRACTOR may be legally liable for the following operations, whether such operations be by the CONTRACTOR or by anybody performing work for the CONTRACTOR under this Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1) Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed under this Agreement;

2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;

4) Claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by another person;

5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

7) Claims of contractual liability insurance applicable to the CONTRACTOR's obligation.

10.2 The insurance required for the plan review and inspection services shall be written for not less than the limits of liability as set forth herein or as required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

Article 11 - Special Conditions

11.1 Participating Offices: It is recognized by the Parties that questions in the day-to-day performance of this Agreement may arise. The CITY designates the City Manager, or his or her designee, as the person to whom all communications pertaining to the day-to-day performance of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of the CONTRACTOR to whom all communications pertaining to the performance of this Agreement shall be addressed. The City Manager shall have the right to require CONTRACTOR to change any personnel working on CITY projects upon providing CONTRACT with ten (10) days written notice.

11.2 Independent Contractor: All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification. The CITY reserves the right to require the CONTRACTOR to remove an employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on CITY property is not in the best interest of the CITY. The CITY also reserves the right to dismiss any of the CONTRACTOR'S drivers who fail to follow proper safety and traffic rules and regulations.

11.3 Background Check: CONTRACTOR shall, at CONTRACTOR's sole expense, ensure that all of its personnel who will be involved in the performance of this Agreement have undergone Level 1 employment screening in accordance with Chapter 435, F.S. prior to the commencement of such performance.

11.5 Drug-free Workplace: CONTRACTOR shall maintain a drug-free workplace.

11.6 Equipment: All of the CONTRACTOR'S equipment utilized for this Agreement, if any, shall be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.

11.7 No Onsite Solicitation: The CONTRACTOR shall not solicit work from private citizens or others, or create a conflict of interest in the designated work areas during the term of this Agreement.

11.8 Record Maintenance: All drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed, received or provided in connection with this Agreement shall be the property of the CITY and the CITY shall have the full right to use such data for any official purpose permitted under the Florida Statutes, including making it available to the general public pursuant to Chapter 119, F.S. This provision shall survive the termination of this Agreement.

Article 12- General Conditions

12.1 Interpretation and Venue: This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in the Broward County, Florida.

12.2 Assignment of Rights: Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

12.3 Captions: The captions utilized in this Agreement are for purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

12.4 Binding Effect: This Agreement shall be binding upon and shall insure to the benefit of each of the parties and of their respective successors and permitted assigns.

12.5 Amendment: This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

12.6 Waiver: The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

12.7 Civil Rights: During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not discriminate on the grounds of race, color, national origin, religion, sex, age, disability or martial status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

12.8 Other Laws: CONTRACTOR shall at all times comply with all federal, state and local laws, rules and regulations.

12.9 Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12.10 Notices: Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

As to CITY:	City Manager City of Pembroke Pines 10100 Pines Blvd Pembroke Pines, FL 33026 (954) 431-4884 (phone) (954) 437-1149 (facsimile)
With a Copy to:	Samuel S. Goren, City Attorney Goren, Cherof, Doody, & Ezrol, P.A. 3099 East Commercial Blvd., Suite 200 Fort Lauderdale, FL 33308 (954) 771-4500 (phone) (954) 771-4923 (facsimile)
As to CONTRACTOR:	Dennis Giordano, President Calvin Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 (954) 921-7791 (phone) (954) 921-8807 (facsimile)
With a Copy to:	Dennis Mele, Esq. Ruden McCluskey 200 East Broward Blvd., Suite 1500 Fort Lauderdale, FL 33301 (954) 527-2409 (phone) (954) 333-4009 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

12.11 Entire Agreement: This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

12.12 Assignment of Contract: This Agreement shall not be assigned except with the written consent of the CITY, which consent shall not be unreasonably withheld. No such consent shall be construed as making the CITY a party to subcontract or subjecting the CITY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

12.13 Subcontractors. Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF PEMBROKE PINES

ATTEST:

6/22/09

JUDITH A. NEUGENT, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

6/29

OFFICE OF THE CITY ATTORNEY

CALVIN GIORDANO & ASSOCIATES, INC.

WITNESSES:

Robin A. Banks

Print Name: Robin A. Banks

Print Name: Jess Cruz

BY: _____

Print Name: Dennis Giordano

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 & Assoc, an organization authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and deed of Image Lawn Maintenance.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 1st day of July, 2009.

My Commission Expires:

Martha M. Skiles
NOTARY PUBLIC

MARTHA M. SKILES
MY COMMISSION # DD 880681
EXPIRES: July 30, 2013
Bonded Thru Notary Public Underwriters

EXHIBIT A

FI-09-05

BUILDING DEPARTMENT SERVICES

Scope of Services

General

The City is requesting sealed proposals from qualified and experienced firms for Plan Review and Inspection Services in accordance with the requirements of Chapter 468, Part XII, Florida Statutes, the Florida Building Code, and all applicable laws and codes. Upon the City Commission's ratification of the Selection Committee's rankings the City will enter into negotiations with the number one ranked firm to establish a schedule of fees for services to be performed under the agreement herein.

It is the City's intent and the purpose of these specifications to secure a qualified firm(s) to provide and perform the duties of Assistant Building Official, Chief Inspectors, Plan Examiners, and Inspectors as defined in Section 103 of the Florida Building Code- Building Broward County Administrative Provisions (FBC-BBCAP) as supplemented, relative to building, building roofing, plumbing, plumbing gas, electric, mechanical, HVAC, and to issue permits, perform inspections and perform other Florida Building Code duties in the name of the City. The firm shall also provide all necessary clerical staff.

The successful Proposer shall be an independent contractor and the individual(s) assigned to work for the City by the Contractor shall be subject to the approval of the City, and will not be a City employee(s). The successful Proposer shall execute a written agreement for approval by the City Commission.

Required Inspection Services

Inspection services shall be conducted under all applicable federal, state and local laws, rules, regulations, directives, codes and ordinances. For each discipline, the successful Proposer or firm shall provide a minimum of two (2) persons with all applicable certifications required pursuant to Florida Statutes. All personnel performing services under this Agreement shall have at least three (3) years experience in their respective disciplines.

The Proposer must agree to interview and select from the current City Building Department staff any positions that the Proposer would need to add to their staff as a result of the Contract being awarded. This requirement should only be in force during the first 60 days after the Contract is awarded.

Level of Service

As the amount of development and permits fluctuate, the City does not guarantee any certain level. The Contractor understands that staffing may have to be adjusted accordingly from time to time.

Qualifications of Personnel/Certification Requirements

Assistant Building Official: Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida, Department of Business and Professional Regulation as a Chief Building Official and County Certified.

Plans Examiners (Structural, Electrical, Mechanical and Plumbing): Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida Department of Business and Professional Regulation as a licensed under the respective discipline practiced. Also required to be Broward County Certified.

Inspectors(Chief Electrical, Chief Mechanical, Chief Plumbing and Chief Structural Inspector): Compliance with the requirements of Section 103 of the FBC-BBCAP, in addition to Certification from the State of Florida Department of Business and Professional Regulation and/or Licensed by the State.

Additional Staff Requirements:

Clerical sufficient to intake and route plans and applications, prepare certificates, scan all documents including plans in keeping with the established procedures, maintain computer operations including existing main frame (as related to building division functions: presently there is one programmer for main frame and one for access programs), scan documents and plans not scanned initially within 30 days of final inspection for archives.

All personnel shall be certified and recertified biennially by the Broward County Board of Rules and Appeals in accordance with Section 103 of the FBC-BBCAP and State Law. Must be verifiable, must submit proof to the Contract Administrator/Building Official and verified upon staff changes prior to performing reviews or inspections.

Responsibilities

A. Responsibilities shall include but not be limited to the following:

   1. Maintain fully staffed services during business hours equal to, but not less than the City's business hours of 7 a.m. to 6 p.m., Monday through Thursday with the following holidays excepted: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas.

   2. Perform these duties during normal business hours or as may be altered by mutual agreement. During such regular business hours, all telephones at Contractor's office shall be answered personally; automated telephone attendants shall be utilized.

   3. Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to, building, roofing,

mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction and the City.

- Review applications for compliance with submittal requirements, including contractor licensing and insurance, and other agency approvals.
- Route applications to appropriate staff for discipline compliance reviews and comments.
- Monitor review status to ensure prescribed time limits are met.
- Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.
- Inspect permitted construction within the City limits, for compliance with City codes and ordinances and permitted plans and specifications.
- Generally perform inspections between 7 a.m. and 6 p.m. Monday through Thursday except on an as needed basis as described in subsection B below, and at such time, Contractor shall be compensated accordingly.
- Maintain records of inspections and investigations. City inspections forms must be used.
- A Permit System shall be provided by the City to the Contractor to maintain daily inspections as well as permit and plan review activities. Contractor shall provide updates in real time.
- Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably required by the City.
- Contractor shall review and maintain all records required by Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
- Perform any other related services required by the City and all other governmental agencies having jurisdiction.
- Coordinate activities with City's Planning and Zoning Consultants, City's Fire Marshall, and City's Code Enforcement Officers.
- Coordinate activities with Broward County Board of Rules and Appeals and Florida Building Commission as needed and/or required.
- Provide services with regard to Unsafe Buildings as described in Section 111 of the FBC-BBCAP, inspect, post and record violations and conduct public hearings and provide support to the Unsafe Structures Board.

- Perform Building Code Enforcement on behalf of the City.

B. Services shall be provided in emergency situations as follows:

1. During a declared emergency, Contractor shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. The Building Code Administrator shall have immediate access to building plans and other essential building information.

2. Contractor shall work with the City during post disaster (natural or man-made) times, in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. Contractor shall provide personnel to assist with damage assessment teams. Contractor shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.

3. Contractor shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day/7 days/week) to any type of emergency call-out by the City's Fire Rescue, Law Enforcement or any authorized City representative.

Timeframes

Plan reviews will be performed in accordance with the following schedule:

Building Permits (Minor)	1 Business Day
Building Permits (Major)	5 Business Days
Single Family Homes (New Construction, major renovations)	10 Business Days
Commercial Improvements (Minor, including Signs)	5 Business Days
Commercial (Major)	10 Business Days

In order to ensure public safety, response to hazards, nuisances, or Florida Building Code violation, reports will be performed within one (1) business day of receiving notice. The Contractor must provide an inspector to meet this "on call" requirement.

The public has an expectation that general information and service requests will receive a timely reply. Responses to consumer inquiries will be provided within two (2) business days of receipt.

Equipment and Personnel

A. The Contractor shall provide and maintain the vehicles necessary to perform the services as set forth in this RFP. All such vehicles shall be kept well maintained, clean, free of damages and in safe operating condition, with the name of the Contractor and the number of the vehicle printed in letters not less than three inches (3") high, on each side of the vehicle.

B. Contractor's personnel shall adhere to the following requirements:

1. While performing services under the agreement, all personnel shall wear a uniform shirt with the logo of the Contractor and shall wear a City identification tag.

2. 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.

3. All personnel performing services under this agreement shall be fluent in English and Contractor shall require at least one person to be in the office at all times during regular business hours who is fluent in Spanish.

Local Office

City currently has 9122 square feet of space utilized for these services. Contractor shall rent office space from the City for one year; after one year, Contractor shall maintain an office acceptable to City, which shall be centrally located within the City. That is, within three road miles of Pines Boulevard and 136th Ave, and may include City Hall. A high speed connection, equal or better than the existing service, to the main frame computer is required.

Contractor shall provide sufficient space in the office for the Contract Administrator/Building Official, Administrative Assistant, and Zoning Administrator. In addition, Contractor shall provide a conference room and plan tables for review and zoning maps and plan storage areas. At all times, the office shall be well-maintained, neat and orderly, with clean restrooms accessible to the public. Any change from City Hall location or future location shall provide seamless transition and be approved by the City Manager.

Legal Responsibilities

Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by anybody performing work for the Contractor under the Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed;

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor 's employees;

4. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;

5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and

7. Claims involving contractual liability insurance applicable to the Contractor's obligation.

The insurance required for the Plan Review and Inspection Services shall be written for not less than limits of liability specified in this RFP or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the Services. City shall be named as an additional insured on all required insurance coverage. These certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been provided.

Number of Proposals

Twenty (20) complete copies of the Proposal, and one (1) original Proposal, are required to be submitted to the City by the date and time indicated. Each copy should contain all mandatory and optional information submitted by the Proposer.

Proposal Format

The Proposal shall be typewritten 8 ½ by 11 inch paper. All pages are to be consecutively numbered.

Proposers shall provide the following information in the Proposal:

Letter of Intent

The letter of intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than one hundred twenty (120) calendar days is required.

Proposer's Statement of Organization

Proposers are required to provide organization chart. Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.

Personnel

Proposer shall demonstrate significant personnel experience. All personnel performing services under this Agreement shall have at least three (3) years experience in their respective disciplines.

Experience

Proposer shall have a minimum of five (5) years of successful experience in providing Plan Review and Inspection Services to other local governmental entities. A summary of all of the most recently awarded and serviced comparable jobs, for the past five (5) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees and a contact/reference person with telephone number. Proposer shall provide references of public agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

Financial Stability

Proposer shall demonstrate financial stability. Proposers shall provide a statement of Proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

Financial Statement

Proposer shall include a copy of their latest audited financial statements. If the Proposer is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Proposer does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last two years.

Transition Plan

Proposer shall provide a detailed description of how services will be transitioned under the agreement from City staff to the Proposer. Ensuring a smooth, seamless transition is of critical importance to the City.

Litigation History

Proposers shall provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars ($100,000.00). The summary shall state the nature of the litigation or arbitration, a brief

description of the case, the outcome or projected outcome, and the monetary amounts involved. The City may disqualify any Proposer if determines to be excessively litigious.

Criminal Convictions

Proposer shall provide a summary of any criminal convictions of the company, owners, officers and anybody performing work under this agreement, related to the services being bid. The City may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

Qualification Evaluation

The selection committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each Proposer. Failure to provide the required information will disqualify any such Proposal as non-responsive, and such Proposal will not be considered. The City will disqualify any Proposer that makes exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the selection committee. Such determination shall be based on information furnished by the Proposer, as well as other information reasonably available to the City.

The City may make such investigations as it deems necessary to determine the ability of the Proposer to perform the services and the Proposer shall furnish the City all such information and date for this purpose as the City may request before and during the Proposal period. The City reserves the right to make additional inquiries, interview some or all proposers, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all Proposers. The City may at its sole discretion reject a Proposer or qualify a Proposer.

Evaluation

The City will assemble an evaluation committee and brief its members on the scope of the project and the services requested. The committee will evaluate and short list the firm's using the following criteria as a guide in evaluation.

1. Experience and ability of the firm's previous overall experience.
2. Previous related project experience.
3. Understanding of the requested project.
4. Firm's approach and methodology to perform required services.

Once the committee has short listed the applicants, the committee will provide a list of not less than three (3) firms to the City Commission in ranked order for informational purposes. These firms will need to be available to make presentations to the City Commission for final selection and award.

The City Commission will then select the top applicant deemed to be the most highly qualified to perform the project requirements and that best meet the selection criteria included in this RFP. Subsequently, the City Administration may negotiate and recommend a contract for Services for City Commission approval.

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CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. SUBMISSION AND RECEIPT OF BIDS

   A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.

   B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.

   C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

2. WARRANTIES FOR USAGE:

   Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3. PRICES TO BE FIRM:

   Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from date of bid opening unless otherwise stated by the City or bidder.

4. DELIVERY POINT:

   All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

5. BRAND NAMES:

   If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, it is the vendors responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified.

6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

8. ACCEPTANCE OF MATERIAL:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS:

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to; however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY:

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS:

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on

such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

20. CONFLICT OF INSTRUCTIONS:

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alternations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over $2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of payment that local governments may withhold from contractors during

construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be required to participate in the Florida Municipal Construction Insurance Trust (FMCI) program. This program provides members with a vehicle by which they may purchase certain insurance coverage through owner controlled insurance programs (OCIP) which are intended to be a comprehensive insurance product that covers specified risks associated with contractors and subcontractors performing the construction of member's public facilities.

25. TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

26. PUBLIC ENTITY CRIMES:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Judith A. Neugent

City Clerk

CITY OF PEMBROKE PINES

10100 PINES BOULEVARD

INSURANCE REQUIREMENTS

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 approved.

Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall 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.

REQUIRED INSURANCE

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

A.	Bodily Injury	
1.	Each Occurrence	$1,000,000
2.	Annual Aggregate	1,000,000
B.	Property Damage	
1.	Each Occurrence	1,000,000
2.	Annual Aggregate	1,000,000
C.	Personal Injury	
	Annual Aggregate	1,000,000

D. Completed Operations and Products Liability shall be maintained for two (2) years after the final payment.

E. Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground.

Errors & Omissions Coverage for Directors and Officers $1,000,000 limit (minimum)

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, CONTRACTOR shall require the sub-contractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR. The following limits must be maintained:

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

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

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles (minimum limits).

A.	Bodily Injury		
	1.	Each Occurrence	$1,000,000
	2.	Annual Aggregate	$1,000,000
B.	Property Damage		
	1.	Each Occurrence	$1,000,000
	2.	Annual Aggregate	$1,000,000

CONTRACTOR is required to post a Dishonesty Bond or its equivalent, as shall be determined by the City Attorney, in an amount equal to $1,000,000 with a deductible of $25,000.

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

Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work 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.

INDEMNIFICATION

The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

EXHIBIT B

CITY OF PEMBROKE PINES
RFP # FI-09-05
BUILDING DEPARTMENT SERVICES

MARCH 31, 2009 – TIME: 2:00 P.M.

Submitted to: Office of the City Clerk
Administration Building, 10100 Pines Boulevard
Pembroke Pines, Florida 33026

an Employee Owned Company

Calvin, Giordano & Associates, Inc.

EXCEPTIONAL SOLUTIONS

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1 LETTER OF INTENT

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

March 30, 2009

Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33026

RE: Building Department Services –RFP# FI-09-05

Dear Mr. Dodge:

Calvin, Giordano & Associates, Inc (CGA), in collaboration with **Nova Engineering and Environmental, Inc.** is pleased to submit our Letter of Intent to provide Building Department Services for the City of Pembroke Pines. This proposal is valid for a period of 120 days. CGA has carefully reviewed the scope of services summarized in the above RFP, and understand that if selected these services will include but are not limited to:

- Staffed services from 7:00 a.m. – 6:00 p.m., Monday – Thursday, excluding all major holidays as outlined on page two of the RFP
- Review and process construction plans for issuance of building permits
- Building code enforcement
- Post disaster damage assessment and emergency call-out, and
- Clerical/administrative support services

CGA also recognizes that the staffing requirements include the following: an Assistant Building Official, Plans Examiners, Inspectors, and clerical staff. CGA will happily interview and select existing Pembroke Pines (City) employees for appropriate positions that become available after contract award.

Furthermore, CGA is aware that that after one year of service, the City may ask CGA to open an office within City limits.

The CGA team is made up of diverse professionals, which includes Spanish speaking employees. We are an experienced local firm that has the knowledge and expertise to assist the City with its objectives for this project. As a result, we believe, that CGA is the best firm to deliver the requested services for the following reasons:

- Extensive municipal experience, including over 20 years in the City of Pembroke Pines
- Key professional relationships that would benefit the City
- Efficient and cost effective services
- A keen understanding of the priority for excellent customer service

FIRM BACKGROUND

Established in 1937, CGA is a multi-disciplinary firm based in South Florida, with offices in Fort Lauderdale, Homestead, Orlando and West Palm Beach. CGA, with its staff of approximately 200 people, is positioned to provide outstanding service, expertise, technical support and financial stability that is necessary to provide the Building Department Services requested in RFP # FI-09-05. Our mission to continually meet our client's expectations and to provide excellent customer service is evident in our focus on adding professionals and technology that address the unique needs of our clients.

ngineering
Construction Engineering & Inspection
Municipal Engineering
Transportation Planning & Traffic Engineering
Surveying & Mapping
Planning
[illegible]pe Architecture
[illegible]mental Services
[illegible]n Services
Quality
Data Technologies & Development
Emergency Management Services
Building Code Services
Governmental Services

800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954.921.7781
Fax: 954.921.8807

www.calvin-giordano.com

SERVICES

CGA is a full-service governmental services firm offering Building Department, Zoning, Planning, Landscape, Traffic Engineering and Civil Engineering and project management services. Consequently, CGA has an unparalleled understanding of process and depth of resources to evaluate any issue that may arise, and can deal with it quickly and efficiently without losing site of our ultimate goal which is to provide the highest level of customer service. We offer all services "in-house". We also have an in-house Information Technologies Department which develops and market software applications specifically for Building Departments and Code Enforcement.

The Building Code Services Division provides municipalities, counties and other government agencies with all the resources required to ensure effective code compliances, including the Florida Building Code, state and federal statutes, local ordinances and other rules and regulations dealing with construction, permitting and inspection.

A key benefit which CGA brings to the City is that the City does not have to deal with fluctuations in the economy, workload or other personnel issues. As the private contractor, CGA can utilize more or less personnel to meet changing demands. Additionally, the City does not have to address personnel issues which arise, but maintain the ability to approve who works for the City.

CGA has successful long standing relationships with municipal clients such as the cities of **Dania Beach, Hollywood, Miramar, North Lauderdale, Pembroke Pines, and the Town of Surfside.**

PROJECT MANAGER

Phillip Mastrosimone, CBO, will be the Project Manager in charge for the City. Mr. Mastrosimone has over 16 years of experience directing and managing plans reviewers and inspectors. He has worked with various municipalities including the cities of **Coconut Creek, Hillsboro Beach, North Lauderdale, Weston, West Park, Wilton Manors**, and unincorporated Broward County. His first duty for this project will be the evaluation of processes, staffing levels and procedures prior to beginning the transition period. He will oversee the implementation of the transition plan. He will serve as the single point of contact with the City. As such, he will coordinate all activities for the department with individuals from both the present City staff and CGA staff to create a cohesive and efficient transition, resulting in a well organized and unified new Building Department.

Thank you for giving us the opportunity to respond to this solicitation. We are ready to commence work immediately, and look forward to partnering with the City on another successful endeavor.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis Giordano
President

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STATEMENT OF ORGANIZATION

STATEMENT OF ORGANIZATION



PRINCIPAL-IN-CHARGE

Dennis J. Giordano

Calvin, Giordano & Associates, Inc.

DIRECTOR OF GOVERNMENTAL SERVICES

George R. Keller, JR., AICP

Calvin, Giordano & Associates, Inc.

PROJECT MANAGER

Phillip Mastrosimone, CBO

Calvin, Giordano & Associates, Inc.

CONTRACT MANAGER

Bryan Morrison, PE

Nova Engineering and Environmental, Inc.

TECHNICAL DIRECTOR

Osvaldo Arevalo, PE

Nova Engineering and Environmental, Inc.

ADMINISTRATION STAFF

Carol Haywood
Summer Konz
Anna Ernst
Joanne Maglietta

Calvin, Giordano & Associates, Inc.

STRUCTURAL PLANS EXAMINER & INSPECTOR

Jose Daniel Ozuna
Steve Uman

Calvin, Giordano & Associates, Inc.

ELECTRICAL PLANS EXAMINER & INSPECTOR

Salvatore Ted Licitra
Forrest Donald Love, Sr.

Calvin, Giordano & Associates, Inc.

PLUMBING PLANS EXAMINER & INSPECTOR

Richard Robert Gigler
Pablo Camacho

Calvin, Giordano & Associates, Inc.

MECHANICAL PLANS EXAMINER & INSPECTOR

Robert Gonzalez
Sheila Oliver

Calvin, Giordano & Associates, Inc.

COMPANY BACKGROUND

Calvin, Giordano & Associates, Inc. (CGA) is a multi-disciplinary firm that has been located in South Florida for over 70 years. In 1937, the company started as a small, two-person surveying firm. By the mid-1970's, the services expanded to include engineering. Today, with approximately 200 employees, CGA provides a even broad range of services, including building inspection and plan review services, engineering, planning, surveying, landscape architecture, geographic information systems (GIS), transportation engineering, environmental services, data technology, construction management, indoor air quality, and emergency management.

CGA has served as professional consultants to various municipalities throughout South Florida including the cities of Dania Beach, Hollywood, North Miami, Pembroke Pines, Sunny Isles and Weston, many of which are ongoing clients for more than 10 years.

SERVICES (Applicable to this RFP)

Building Code Services

The Building Code Services Division offers government customers the ability to help control costs and personnel concerns without losing control of those services. As an independent resource, CGA can tailor services and personnel to suit a specific public sector client. CGA can staff a full-service building department, providing technicians, inspectors, plans examiners and the building official. On the other hand, CGA offers a la carte services, with specific personnel and services on call for the specific needs of the municipality or government agency. Whichever scenario is utilized, whether ALL services are out-sourced to CGA or any portion of those vital services are contracted, the key to success for both the client and their citizens is that the municipality at all times maintains control over those services. *We the Contract Service Provider take our direction from the in-house staff and the appropriated appointed administrator.*

A key benefit to CGA's flexible plan is that the public organization does not have to deal with fluctuation in workload or other personnel issues. As the private contractor, CGA can utilize more or less personnel to meet changing demands. Additionally, the public agency does not have to worry when personnel resign or retire from a position, since the private provider is the one to ensure that adequate staffing is in place at all times.

The type of services CGA provides includes:

Building Department Administration

- Software development and support
- Permit technicians and permit administrators
- File Maintenance and organization
- Preparation and filing of all required forms and documents
- Development and comparative analysis of permit fee schedules

Plan Review for Permit Issuance

- Plan review for all building code disciplines by certified professionals with complete knowledge and understanding of the code
- Establish turnaround times for all project types
- Establish plan review for clients where timing is crucial
- Peer review completed for quality assurance
- FEMA requirements checked for compliance

Inspection Services

- All building code inspections conducted by certified professionals with a complete knowledge and understanding of the code
- Inspections completed (pass or fail) the following business day, thoroughly and completely
- Special needs inspections for code compliance
- After hours, weekend and holiday inspections are available
- Handicap accessibility a priority
- Personal vehicle radio provided, company vehicle, laptop computer
- Cell phone

3 PERSONNEL

GEORGE R. KELLER, JR., AICP
Associate
Director of Governmental Services

SUMMARY OF QUALIFICATIONS

Mr. Keller is an Associate with Calvin, Giordano & Associates, Inc. (CGA) and has been a member of its Management Team since 2005. As Director of Governmental Affairs he is responsible for managing a variety of public agency contracts, government relations, special projects, EOC representation, business development and internal CGA Quality Management. Prior to joining CGA, Mr. Keller also served as Regional District Manager for Severn Trent Services, engaged in the administration of special government districts in the state of Florida.

AREAS OF EXPERIENCE

Administration

Mr. Keller was also a Member of Broward County's *($2.5* billion plus budget/7,000 employees) Management Team, directing the Safety & Emergency Services Department ($88 million budget/900 employees). Departmental operations included: Building Code Services, Zoning, Code Enforcement, Emergency Management, Telecommunications, Medical Examiner/Trauma Services, and Fire Rescue. He served as one of Broward County's Legislative Coordinators, EOC liaisons, and member of the County's E-Govemment Task Force. Additionally, he volunteered to serve in the creation of the Broward Emergency Support Team (BEST) providing professional field support to first responders. Mr. Keller has extensive Labor Relations experience representing the agency in arbitrations, mediations, negotiations, grievances and litigation.

Previously, Mr. Keller served as the City of Hollywood's Interim City Manager and Assistant City Manager. As a Member of the City of Hollywood senior management team, he was engaged in the overall operations of the municipality. As Director of the Department of Development Administration he managed all aspects of Land Use Planning, Real Estate Development, Building Construction, Engineering, Neighborhood Programs, and Capital Improvement Programs. He served as a member of the City's Emergency Response Team as well as the Post Disaster Recovery Department Director. As Assistant City Manager, Mr. Keller was responsible for: Growth Management, Economic Development, Annexation, Engineering, Public Works, Community Redevelopment Agency, and Neighborhood Improvement Programs. He served as representative and staff liaison to a variety of agencies, advisory boards and organizations at public meetings; and facilitated the implementation of quality development and growth of the tax base.

Mr. Keller administered the U.S. Department of Housing and Urban Development Community Development Program. Responsibilities included the management and evaluation of a multi-million dollar program engaging in neighborhood redevelopment and housing assistance. Specific projects included: public works/infrastructure, housing rehabilitation, new housing development and commercial revitalization. He coordinated directly with local, state and federal governments/agencies; private professional, technical and clerical staff. He also has extensive public relations involving the general public, intergovernmental coordination and the news media.

EDUCATION

Master of Arts, with Teaching Certification
Urban Geography/Urban and Regional Planning
University of Florida, Gainesville, Florida, 1978

Bachelor of Science, Urban Geography, with Honors
University of Florida, Gainesville, Florida , 1976

Nova Southeastern University Law School Coursework, 1996

Florida Real Estate License (Inactive)

Florida Real Estate Appraisal Coursework

Professional Development Seminars/Continuing Education

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Planners (A.I.C.P.)

American Planning Association

PROFESSIONAL ASSOCIATIONS

International City/County Manager's Association, 20 Year Service Award

Hollywood Housing Authority, Board of Commissioners, 1994-1997

Economic Development/Redevelopment

Mr. Keller managed the City of Hollywood's "City Business Center" created to promote economic and business development in the community by facilitating investment and building the tax base through all regulatory processes. He was a senior participant in the production of the City's Economic Development Strategic Plan, Urban Land Institute Downtown Plan and Visions 2000 Program. He served as Interim Director for both the Community Redevelopment Agency and Economic Development Advisory Board; and implemented electronic building plan review and permitting.

Mr. Keller developed local programs/ordinances engaged in downtown redevelopment, beach revitalization and neighborhood preservation. He participated in the production of RFP's and grant applications for consulting services and development projects. Mr. Keller was active in the preparation of economic development programming and annexation proposals to prospective owners.

Budget and Financial Management

Prepared, submitted and managed annual operating and multi-year capital budgets for large, diverse departmental/municipal responsibilities. Identified and developed new and increased revenue sources; while increasing efficiencies/containment through process improvement and applied technology. Administered creative competitive grant applications and procurement from local, state and federal sources. Supported an aggressive posture for public agencies to pursue traditional private sector entrepreneurial opportunities and roles to generate revenue. Prepared program based budgets involving cost estimation and allocation, personnel evaluation and project scheduling. Production of a comprehensive scheme for neighborhood redevelopment and commercial revitalization. Represented City Management as a member of the Negotiating Team "at the table" with a variety of bargaining units. Evaluated and developed organizational systems and personnel utilization for productivity increase, cost benefit analysis, and quality control.

Planning and Research

Mr. Keller has completed extensive research and projection of census data applied in developing funding proposals and targeting areas of benefit. Random sample surveying of populations to determine demographic bases, housing conditions and economic data. Development of statistical basis for multi-year plan of neighborhood redevelopment and housing assistance. Assessment of land use, development patterns, population trends, and services required.

Conducted site selection and property acquisition involved in the development of new housing and capital improvements. Develop and update computerized mapping and data bases for various urban areas in Florida. Data bases are utilized in assimilating census information and increasing efficiency of service delivery systems.

HONORS

- Cooperative Feeding Program Board of Directors
- 1990 Price Waterhouse/South
- Florida Business Journal "Up and Comers" Award
- Meritorious Service Award, City of Hollywood, 1999
- Leadership Hollywood Program Graduate
- Education Civic Institute Graduate
- The Hollywood Historical Society, Inc. Lifetime Member
- Juvenile Diabetes Foundation, American Heart Association Fundraisers

PHILLIP MASTROSIMONE, CBO
Director,
Building Code Services Department

SUMMARY OF QUALIFICATIONS

Mr. Mastrosimone has more than 35 years of experience in the Construction Industry in Florida and New York. He has been a resident of Florida for 30 years and worked with the Florida Building Code Compliance for the past 18 years. Mr. Mastrosimone's experience includes field inspections, plans review, and over 12 years as a Building Code Administrator for the public and private sectors. He was a member of the Broward County Board of Rules and Appeals Technical Committee for 8 years.

EXPERIENCE

Director of Building Code Services Department, Calvin, Giordano & Associates, Ft. Lauderdale, Florida. (2005-Present) Mr. Mastrosimone is managing CGA's newest department for building code services. His responsibilities include department development and oversight and Building Officials Duties as needed,

Senior Project Manager, CSA Southeast, Inc., Miami, Florida (2005-2006).

- Create systems, set policies and procedures for implementation of both Complete Building Dept. Services and Supplemental services to Municipalities
- Manage CSA Municipalities staff providing Building Department Services for both Full Service and Supplemental service Cities
- Assumed Building Officials duties as needed and required
- Analyzed and implemented fee schedules and rate schedules for services rendered
- Participated in senior staff meetings for improvement to overall quality management.
- Involved with presentations and proposals to Municipal clients.
- Ensure a high level of customer satisfaction for our clients and the public served

Broward County Board of County Commissioners, Broward County, Florida (1990-2005) Assistant Building Official/Building Official (1996-2005)

- Served as Building Official to various municipalities under contract to Broward County including Weston, Coconut Creek, North Lauderdale, Hillsboro Beach and Wilton Manors.
- Assisted and/or directed contract City building department staff as needed to solve problems and set policies in order to create a professional and efficient building department.
- Interfaced with City Managers, City Commissioners and Community Development Directors as needed.
- Review City contracts, budgets and fee schedules as needed or directed.
- Issued Certificates of Occupancy and Certificates of Completion.
- Directed and supervised County Building Department staff of approximately 36.
- Developed and maintained policies and procedures related to the enforcement of applicable laws, ordinances and regulations.
- Assisted inspection and plans review staff with work problems and accompany them in the field as needed to review and resolve unusual situations.
- Coordinated activities of the County inspection section with municipal, county and state agencies.
- Prepared daily inspection schedules and ensures their performances.

EDUCATION

Hofstra University, Hempstead New York

United Association Local 2 Apprenticeship Program, New York N.Y.

PROFESSIONAL REGISTRATION

State of Florida Building Code Administrator BU000999

State of Florida Standard Plans Examiner PX000175

State of Florida Standard Inspector BN000374

State of Florida Contractor CFC 037 107

- Responded to complaints and inquiries form contractors, design professionals, homeowners and staff.
- Acted as a Chief Plumbing Inspector for Broward County and municipalities under contract.

Chief Plumbing Inspector (1995-1996)

- Directed and supervised a plumbing section of up to 18 inspector and plans examiners
- Developed and maintained policies and procedures related to the enforcement of applicable laws, ordinances and regulations.
- Interpreted ordinances, regulations and policies in accordance with Florida Building Code.
- Assisted inspection and plans review staff with work problems and accompany them in the field as needed to review and resolve unusual situations.
- Prepared daily inspection schedules and ensures their performances.
- Responded to complaints and inquiries form contractors, design professionals, homeowners and staff.

Plumbing Plans Examiner (1992-1995). Mr. Mastrosimone reviewed plans for compliance with South Florida Building Code Meet with design professionals, contractors and homeowners.

Plumbing Inspector (1990-1992). Mr. Mastrosimone inspected plumbing installations for compliance with the Building Code.

NOVA
ENGINEERING AND
ENVIRONMENTAL

BRYAN J. MORRISON, P.E.
VICE PRESIDENT – CONTRACT MANAGER

PROFESSIONAL CAPABILITIES:

Mr. Morrison began his career in 1998 and has gained experience in a variety of projects for public agencies, private development and utility companies. His background includes municipal contract management, engineering management, geotechnical engineering, construction engineering, structural engineering and inspection, and materials testing and inspection. Mr. Morrison has successfully managed offices, engineering departments, and projects for small to large firms, as well as serving as a project engineer for several years previously. He has managed educational bond package contracts as a design sub-consultant, is highly experienced with large commercial and industrial "big box" projects, and is a Professional Engineer in both Florida and Texas. Mr. Morrison currently serves as Service Line Manager for NOVA's Municipal Services Group and is designated as a senior engineer.

EDUCATION:
- *B.S. Civil Engineering, Rose-Hulman Institute of Technology, 1998*

CERTIFICATIONS / REGISTRATIONS:
- *Licensed Professional Engineer, Texas*
- *Licensed Professional Engineer, Florida*

AFFILIATIONS:
- *American Society of Civil Engineers*
- *National Society of Professional Engineers*
- *Florida Engineering Society*
- *Texas Society of Professional Engineers*

EXPERIENCE:
- *Years w/ NOVA: 2.5*
- *Years w/ Prior Employers: 9.0*

REPRESENTATIVE PROJECT EXPERIENCE:

Mr. Morrison has either served as contract manager, project manager, senior project manager or principal on the following multi-year blanket contracts or projects.

Municipal Building Services:

- Municipal Building Inspection Services Contracts:
  - City of Bushnell, Florida
  - City of Clermont, Florida
  - City of Center Hill, Florida
  - City of Crystal River, Florida
  - City of Dunnellon, Florida
  - City of Tavares, Florida
  - City of Umatilla, Florida
  - City of Webster, Florida
  - Brevard County School District
  - Florida School for the Deaf and Blind
  - University of Florida - Statewide

Transportation:

- Livingston Street Reconstruction Project, Livingston, Texas
- Longview Street Improvement Project 2000, Longview, Texas
- TxDOT Bridge Replacement Program, Various Locations, Texas

Education:

- Tarrant County Community College - Multiple Improvements, Fort Worth, Texas
- New Brewer High School, WSISD, White Settlement, Texas
- Jack Elementary School, Tyler ISD, Tyler, Texas
- Bell Elementary School, Tyler ISD, Tyler, Texas
- Multi Purpose Bldg. & Additions, Breckenridge ISD, Breckenridge, Texas

OSVALDO AREVALO, P.E.
TECHNICAL DIRECTOR

NOVA ENGINEERING AND ENVIRONMENTAL

PROFESSIONAL CAPABILITIES:

Mr. Arevalo began his engineering career in 1993 since that time he has gained project experience while working on a variety of public and private projects here in Florida. His background includes structural engineering and inspection, geotechnical engineering, quality assurance inspections, and materials testing and inspection. Mr. Arevalo has successfully managed branch offices, engineering departments, and projects for municipalities and small to large firms. Currently, Mr. Arevalo serves as Technical Director for the firm and Branch Manager of our Sunrise, Florida office.

Mr. Arevalo's responsibilities include supervising and qualifying special and quality assurance structural inspections, structural plans reviews, geotechnical evaluations, and environmental investigations. In addition, he oversees and manages threshold inspections, condominium defect mitigation inspections, and damage / condition assessments and trains and supervises engineers, structural inspectors, managers and field technicians.

EDUCATION:
B.S.C.E., Technical University of Oruro, Bolivia, 1993

CERTIFICATIONS / REGISTRATIONS:
- *Registered Professional Engineer, State of Florida, 57958*
- *Structural Engineering Certification Board #1023-0705*
- *Standard Inspector, State of Florida, BN3377*
- *Certified General Contractor, State of Florida, CGC062270*
- *SBCCI Building Inspector, #6933*
- *American Welding Society, Certified Welding Inspector, 08110541*
- *Florida Concrete & Product Assoc. - Structural Masonry Inspector, SMI 1479*

AFFILIATIONS:
- *American Society of Engineers*
- *Florida Engineering Society*
- *American Concrete Institute*
- *American Society of Civil Engineers, Member*
- *American Institute of Steel Construction*
- *American Welding Society*
- *Deep Foundation Institute*
- *Florida Concrete & Products Association*

REPRESENTATIVE PROJECT EXPERIENCE:

Retail:
- Dolphin Mall, Miami, Florida
- Sawgrass Mills, Sunrise, Florida
- Shoppes at Veranda Falls, Port St. Lucie, Florida
- City Place, West Palm Beach, Florida
- Carter Square, Miami, Florida
- Miramar Town Center, Miramar, Florida
- Broward County Convention Center Expansion, Fort Lauderdale, Florida

Education:
- The School Board of Orange County, Orange County, Florida
- University of Florida, Statewide contract
- Broward County Community College, Broward County, Florida.
- Florida Atlantic University, Boca Raton, Florida
- Florida State University, Statewide contract
- Florida School of the Deaf and Blind, St. Augustine, Florida
- School District of Manatee County, Florida
- Brevard County School Board, Brevard County, Florida

REPRESENTATIVE PROJECT EXPERIENCE: (cont'd)

Apartment / Condominium:
- 500 Brickell, Miami, Florida
- Archstone @ Hibiscus, West Palm Beach, Florida
- Europa by the Sea, Fort Lauderdale, Florida
- Coconut Grove Residences, Fort Lauderdale, Florida
- Dolcevita on the Ocean, Riviera Beach, Florida
- Marina Grande, Boynton Beach, Florida
- Veranda, Plantation, Florida
- Alaqua, West Palm Beach, Florida
- Metropolitan, West Palm Beach, Florida
- Midtown II, Miami, Florida
- Midtown III, Miami, Florida
- Midtown IV, Miami, Florida
- Lauderdale One, Miami, Florida
- Broadway Promenade, Sarasota, Florida
- Tao , Sunrise, Florida
- City Palms, West Palm Beach, Florida

Office:
- One Financial Plaza, Fort Lauderdale, Florida
- Lakeshore Plaza II, Sunrise, Florida
- City Place at Aventura, Aventura, Florida

Municipalities/Government:
- Miami-Dade County, Miami, Florida
- City of Sunrise, Florida
- City of Plantation, Florida
- City of Hollywood, Florida
- Okeechobee County, Florida
- City of Coral Springs, Florida
- City of Fort Lauderdale, Florida
- City of Miami Beach, Florida
- City of Boynton Beach, Florida

Hotel:
- Marriott Hotel at the Dolphin Mall, Miami
- Harbor Beach Marriott, Fort Lauderdale, Florida
- Holiday Inn Express, Miami, Florida
- Victor Hotel, Miami Beach, Florida

Residential Development:
- Trammell Crow Residential Developments (Multiple) Florida
- Centerline Homes Subdivisions (Multiple), Florida
- DR Horton Home Subdivisions (Multiple), Florida
- Lennar/US Homes Subdivisions (Multiple), Florida
- Centex Homes Subdivisions (Multiple), Florida
- Transeastern Homes Subdivisions (Multiple), Florida

License Verification from www.myfloridalicense.com

License Information

License Type:	**Professional Engineer**
Rank:	**Prof Engineer**
License Number:	**57958**
Status:	**Current,Active**
Licensure Date:	**02/01/2002**
Expires:	**02/28/2011**

J. DANIEL OZUNA
Civil Engineer

SUMMARY OF QUALIFICATIONS

Mr. Ozuna is a certified general contractor with over twenty-six years (26) professional experience. His specialty includes building inspection and building plans examination.

PROJECT EXPERIENCE

Upright Engineering/ Building and Accessibility Consultant (ADA Fair Housing Act manual – ANSI).

WSG Development/**Construction Manager**

- Overall project responsibility CANYON RANCH LIVING – MIAMI BEACH www.canyonranchmiamibeach.com
  - Implemented project procedures and controls
  - Assure flow of project documentation [request for information, submittals, reporting]
  - Managed project personnel and consultants
  - Developed and Managed overall design and construction schedule
  - Assisted in negotiation of design consultant agreements
  - Coordinated project permit(s)| Inspection process and city issues
  - Pre-construction Coordination | Value engineering | constructability reviews
  - Project quality control
  - Pay application process

City Of Miami Beach/Building Department/**Building and Accessibility Plans Examiner, Inspector**

- Florida Building Code
- Florida Accessibility Code
- ADA
- Fair Housing Act manual (ANSI)

All Dade General Construction/ **Production Manager**

Constructora Hartman/ **Project Engineer**

Manuel Tortosa Rengel E. / Granada, Spain /**Production Engineer**
(Madrid - Granada Highway, section from Pantano Cubillas - Las Cuevas)
Project Engineer/ Santa Fe-La Malaha Route, Spain

Liga Municipal Dominicana/Santo Domingo, Dominican Republic/**Inspection Engineer**

EDUCATION

Bachelor of Science, Civil Engineering - 1
Insituto Tecnologico de Santo Domingo
1986

Postgraduate Studies Formulation & Evaluation of Infrastructure Projects
Latin American Institute of Building & Planning
1987

Post Graduate Studies – Program Management
Universidad Catolica Madre y Maestra
1987

PROFESSIONAL REGISTRATION

State of Florida
El 1096ET130

State of Florida
Building Code Administrators & Inspectors
Lic#BN-0003484
Lic# PX0001475

State of Florida
Const. Industry Licensing Board
CGC059406

Miami-Dade County
Board of Rules & Appeals
Building Inspector (Structural
Plans Examiner Blg.
2003155

Steve Uman
Plans Examiner & Inspector

EXPERIENCE

Director, Department of Building, and Chief Building Official, City of Greenacres, Florida. (April 1995 to August 3, 2007). Department Director, responsible for activities of the Department of Building. Includes building permit processing, site plan and building plan review, inspections, code enforcement, zoning, occupational licensing, coordination with state agencies and other city departments. Advisor to construction board of appeals. Appointed by County Commission to the Building Code Advisory Board of Palm Beach County.

Building Official, City of Naples, Florida. (May 1990 to July 1993). In charge of all building and zoning functions. Responsible for plan review, permitting, inspections, code enforcement, contractor licensing, FEMA interpretations and implementation. Many public presentations on department functions, floodplain management, and hurricane-resistant construction. Produced The Red Tag, a newsletter for the construction industry. Prepared and presented program on FEMA Rules & Regulations at BOAF annual educational conference.

Director of Building, Planning & Zoning, City of Lake Worth, Florida. (March 1984 to January 1987). Department head responsible for planning, zoning, building, licensing, and code enforcement functions. Advisor to planning board, zoning board of appeals, building board of adjustment and appeals. Instrumental in Main Street program of downtown revitalization. Community relations, public presentations, budget preparation, writing city publications.

Building Official, Town of Lake Park, Florida. (March 1982 to March 1984). One-man department. Performed all planning, zoning, plan review, inspections, licensing, code enforcement. Also managed 33-man public works department as Acting Director of Public Works.

Disaster Assistance Employee, United States of America, Federal Emergency Management Agency. On call to assist FEMA during declared national disasters, as Building Specialist.
City Planner, Robert K. Swarthout, Inc., Boca Raton, Florida. Performed research, socio-economic studies, created computer-generated graphics, wrote housing elements of comprehensive plans, copy editor.

Structural Inspector, Engineering & Inspections, Inc., Boca Raton, Florida. Engineer's field representative. Sent on a number of special assignments due to analytical approach toward solving problems.
Southeastern Regional Manager, Dusco, Inc., Coral Gables, Florida. In charge of development and investment in Florida, Georgia and the Carolinas, for international real estate development and management company. Analyzed project potential, acquired prime property, qualified the Florida construction subsidiary, took over and completed distressed projects, proposed new projects to international clients.

Owner, The Human Factor, Boca Raton, Florida. Consultant on zoning issues, building inspection and code enforcement procedures, site location and real estate development, housing conditions. Professional witness on building inspection and code enforcement issues.

EDUCATION

B.S. in Building Science, Pratt Institute, Brooklyn, New York

MIT, Cambridge, Mass.

New School for Social Research, NYC

Berklee School of Music, Boston, Mass.

Columbia University, NYC

CERTIFICATIONS, / SPECIAL APPOINTMENTS

State of Florida, Certified Building Official, Certified General Contractor

BOAF Certified Building Official; SBCCI/ICC Certified Building Inspector

FACE/Institute Of Gov't. Level III Code Enforcement Certification

Appointed to Building Code Advisory Board of Palm Beach County

Appointed by FEMA Region IV as DAE Building Code Specialist

SALVATORE TED LICITRA
Chief Electrical Inspector

SUMMARY OF QUALIFICATIONS

Mr. Licitra has more than 20 years of experience as an electrical inspector. Responsibilities include electrical inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code and the National Electric Code within the jurisdiction of the Broward County Board of Rules and Appeal.

EXPERIENCE

Electrical Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2007)

- Review and approve all commercial, residential, pools, and industrial plans for permit approval.
- Inspect commercial, industrial, and residential buildings to ensure the work was in accordance with the Florida Building Code.

Chief Electrical Inspector, Capri Engineering, West Palm Beach, FL (3/2006-2/007)

- Major projects inspected included Marina Grande 264 units, Condominium Twin Tower, 26 Story high rise building in Riviera Beach
- Performed all the electrical rough inspections and finals on this project.
- Inspected all the units and common areas including fire pumps, boilers, roof top A/C units and main electrical rooms.
- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code and the National Electrical Code.

Chief Electrical Inspector/Plans Examiner/Supervisor, Broward County, Fort Lauderdale, FL (3/1985-5/2006)

- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code and the National Electrical Code.
- Supervised inspectors and plans examiners for all inspections and plan reviews.
- Review and approved electrical plans for permit approval.
- Some major projects included renovations and new terminals for the Fort Lauderdale-Hollywood International Airport, The rental car facility, 8 story parking garage, rental car facility that included parking on all levels including 64 gasoline dispensers on the bottom level, Resource recovery plants

Journeyman Wireman, IBEW Local Union, Hollywood, FL (9/1969-3/1985). Installed various electrical work for residential, commercial and industrial projects.

LICENSES

Department of Business and Professional, Master Electrician, EC000228

Department of Business and Professional Standard Plans Examiner, PX169, 2005

Department of Business and Professional Standard Inspector, BN361, 2005

Certified by Broward County Board of Rules and Appeals

PROFESSIONAL ASSOCIATIONS

Member of the Board of Directors International Association Of Electrical Inspectors

FORREST DONALD LOVE, SR.
Plans Examiner & Inspector

SUMMARY OF QUALIFICATIONS

- Licensed Electrician for 47 years Master Electrician since 1994
- Member of the I.B.E.W. for 41 years
- Residential, Commercial, Industrial service and construction including Fossil Fuel Power
- Houses, Nuclear Power houses, Paper Mills, Shopping Malls, Hotels, Condominiums,
- Schools, Factories, Hospitals, Office Buildings, Jails, Telephone Company Buildings
- Control work in Nuclear Power Houses and Paper Mills.
- Forman of Control Room for Pulp Mill at Paper Mill
- Apprentice Wireman, Journeyman Wireman, Residential, Commercial and Service for 6 years prior to I.B.E.W.
- Maintained and repaired U.S.A.F. Radar Sets. Target Simulators and Computers for 3 years

PROJECT EXPERIENCE

- Electrical Inspector, Plans Examiner for the City of Parkland.
- Union Temporary Services Inc., 3868 Sheridan Street, Hollywood, Fl.
- (Broward County Schools District Maintenance Evening Electric)
- Gammon Carl H & Sons Electric Inc. 285 SW 33rd Street Ft. Lauderdale, Fl.
- County Wide Electric Inc. 8058 NW 98th St. Hialeah Gardens, Fl 33016
- Carpenter Electric, Short Call 2 weeks
- Ed Helms Electric, 17830 NW 5th Ave, Miami, Fl.
- Miller Electric, P.O. Box 1799 Jacksonville, Fl 32201
- Angle Electric, 6760 Glen Eagle Drive Miami Lakes Fl 333014 (
- For other employment and conformation of employment you may contact Local Union 728
- I.B.E.W. (954) 525 3106

EDUCATION

1955 Graduate of Ft. Lauderdale High School

U.S.A. F. Basic Electronics and Radar Maintenance School, O.J.T. Computer Maintenance

University of Florida 2 yrs

Electrician Joint Training Class (J.A.T.C.)

Atlantic Vocational Welding Course for Certification

National Electrical Contractors Association Effective Foremanship Class

J.A.T.C. Classes for Continuing Education for Electricians

RICHARD ROBERT GIGLER
Plumbing Plans Examiner

SUMMARY OF QUALIFICATIONS

Mr. Gigler is a plumbing plans inspector with more than six (6) years of experience as a plumbing inspector and two (2) years as plumbing plans examiner. His responsibilities include plumbing inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code. He has a thorough knowledge of the Florida Building Code, NFPA Standards, State Statues and local ordinance. Mr. Gigler has coordinated with architects, engineers, and mechanical engineers to ensure compliance pre-build.

EXPERIENCE

Plumbing Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2/2007-Present)

- Review and approve all commercial, residential, pools, and industrial plans for permit approval.
- Inspect commercial, industrial, and residential buildings to ensure the work was in accordance with the Florida Building Code.

Plumbing Plans Examiner and Inspector, CAP Government, Weston, Fl (10/2005-2/2007)

- Reviewed and approved all commercial, residential, pools and industrial plans for permit approval.
- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code.
- Performed hurricane damage assessments and safety inspections following Hurricanes Wilma.

Plumbing Inspector, Broward County, Fort Lauderdale, FL (4/2000-10/2005).

Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code.

Self-Employed, R&N Plumbing Supply, Inc., Oakland Park, FL (1/1996-4/2000).

Plumbing supply house.

LICENSES

Department of Professional Regulations, Master Plumber, 86-CMP-744-X

Department of Business and Professional Standard Plans Examiner, PX2643, 2006

Department of Business and Professional Standard Inspector, BN4322, 2001

Pablo Camacho
Plans Examiner & Inspector

PROJECT EXPERIENCE

Plumbing / Plans / Inspector Supervisor. Broward County Board of Commissioners, Ft. Lauderdale. June 1999 to Present / 2009. Duties: Reviewing airport, medical, Hi-rise, commercial plans for compliance with Florida Building codes / National Fire Protection Standards. Projects reviewed included many Governmental projects such as Fire/Police Stations, Airport Concourses, Rental Car Facilities, Fire suppression systems for Petroleum tanks, Senior / Elementary Schools. Over seeing staff of 12. Assigning workloads to Plans Examiner and Inspectors on a daily basis. Meet with the Public, Architects, Engineers over major projects. Occasionally filled in as acting Chief Plumbing Official, all in regards to complying with the Florida Building Codes and National Fire Protection Standards.

Plumbing Inspector. Dade County Blding & Zoning, Miami, Fl. December 1992 - December 1998. On a typical day Inspecting 15 to 20 job sites regarding many different type of plumbing systems for compliance with the applicable codes in effect. Job knowledge ranges where in many different type of fields. From single family residences to hi-rises to hospital and medical facilities. When the work being inspected did not meet codes. I needed to inform in writing the appropriate parties of the section of the code in violation. Be available for the public in the morning for any inquires which may have arrived due to any inspection performed the day before or any questions.

Automatic Sewer Service, Hialeah, FL. May 1985 - December 1992. Owner: Duties Estimator, Bid on Jobs, Ran multiple job sites, In charge of the layout and installation of various plumbing system designs. -Interview possible applicants, Hire/Dismiss personnel. Read and interpret Plans. Order materials, Assign workers to necessary job sites, Install plumbing (water piping, drainage, gas, etc), General office duties (accounts payable, accounts receivable, payroll, inventory, etc.

Plumber / Supervisor. Plumbing Corporation of America, July 1975- May 1985. Duties- started out as an apprentice digging ditches and any related manual labor . Rose to plumber status after taking the Palm Beach County Journey Plumbing License test and passing in the year 1979. Installed the plumbing systems for hotels, restaurants, offices, schools, water treatment plants, etc. Supervised anywhere from 4 to 16 plumbers and helpers at a time.

EDUCATION

North Miami Adult Education (Graduate)

Miami Dade College (2Yrs)

Manager's Journey / Supervisor Positive Start Courses

LICENSES

State Certified Standard Inspectors License (DPR)

State Certified Standard Plans Examiner (DPR)

Certified Plumbing Plans Examiner /Inspector-BC Board Rules/Appeals

Broward/Dade Cnty Master Plumber's License

State Certified Plumbing Contractor License (DPR)

Med-Gas (United Tech School) Inspector

Serf- (State certified for Public Schools as Inspector / Plans Examiner)

Security Clearances on hand at time of last resume update (2/2009)

School Board
Ft.Lauderdale International Airport/ Home Security

Broward County Governmental Department.
Port Everglades

ROBERT GONZALEZ
Chief Mechanical Plans Examiner

SUMMARY OF QUALIFICATIONS

Mr. Gonzalez has more than 12 years of experience as Mechanical Plans Examiner and mechanical inspector. His responsibilities include mechanical inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code.

EXPERIENCE

Chief Mechanical Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2007)

- Responsibilities include the supervision of all mechanical plans examiners and inspectors
- Review and approval of residential, commercial, and industrial type of projects to comply with the Florida Building Code.

Chief Mechanical Inspector, CSA Group, Weston, FL (9/2005-2/2007)

- Reviewed all residential, commercial and industrials plans for compliance with the Florida Building Code.
- Inspected mechanical installation for compliance with approved plans for final sign off.

Mechanical Inspector, Mechanical Plans Examiner, Broward County, Fort Lauderdale, FL (7/1994-9/2005)

- Conducted plan examination for the City of Dania and Miramar.
- Review all documentation to comply with the Florida Building Code and Mechanical Code.
- Conducted inspections on residential, commercial, and industrial projects.

Mechanical Designer I, CES Consulting Group Inc., Pompano Beach, FL (1992-1993).

Designed cooling and heating load calculations for residential and commercial projects.

President, USA Construction Inc., Miami, FL (1990-1991).

Remodel several residential projects.

Vice President, American Hood Installation & A/C Corp, Miami, FL (1988-1989)

- Sales and installation for various commercial, residential projects
- Installation of commercial kitchen hoods
- Sales of various projects sold internationally.

Mechanical Manager, R.V. Air Conditioning, Inc., Hialeah, FL (1981-1987)

- Installation of Air Conditioning and Refrigeration Units for Residential, Commercial and Industrial projects.
- Supervision of employees for various construction projects
- for Metro Dade County, Broward County, and West Palm Beach.

EDUCATION

Bachelor of Arts, St. Thomas University, 1984

LICENSES AND CERTIFICATIONS

Department of Professional Regulation Class A Air Conditioning Contractor's License, 1987

Department of Professional Regulation, Mechanical Contractor's License, 1991

Department of Professional Regulations, Sheet Metal Contractor's License, 1992

Department of Professional Regulation, General Contractor's License, 1993

Ferris State University Certificate, Universal Technician, 1995

Department of Business and Professional Standard Inspector, BN2330, 2005

Department of Business and Professional Standard Inspector, PX1463, 2005

International Code Council Residential Combination Inspector, 5166039-R5

Certified by Broward County Board of Rules and Appeals

SHEILA OLIVER
Plans Examiner & Inspector

SUMMARY OF QUALIFICATIONS

By being a contractor previous to my being an inspector, plans reviewer and chief, I feel it has aided me in understanding both sides of the proverbial fence, which I feel enhances my ability as an educator. I can not only implement the code but also explain it to contractors, engineers, architects and those in mechanical training in a way where they understand the logic of it and thereby we are able to meet on common ground to enforce and maintain the integrity of the code without the power struggle that unfortunately has become all too common in this trade. I have always tried to implement a very businesslike but open door policy with these designers which usually leads to a better adherence to the codes and/or the intent while still understanding the cost effects for the developers, therefore the mechanical discipline becomes more effective. Over the years, I have proven myself and have received respect in our trade for my knowledge and ability to work with these diverse groups of people that all interact with our mechanical trade.

I have served on the Board of Rules & Appeals Mechanical Technical Committee for Broward County from 1989 - 1991 and from 1994 to the present and the Broward County Mechanical licensing board since June of 2006. I have taught Codes and Standards for Continuing Education points for the Board of Rules & Appeals for the past 3 years. In Addition, I have been teaching at Pipefitters Local 725 for the past 7 years for, 4th & 5th year apprentices Code and Standards for Retrofit and Preparation for Journeymen General Testing and 1st year apprentices Basic Science and Refrigeration

EXPERIENCE

Consultant, Herway A.C., LLC. Dania Beach, Florida. Review jobs from planning stages, design and installation for all Codes & Standards as well as maintainability applicable for Heating, Ventilation, Air Conditioning, Refrigeration, Fire Suppression & all other related Mechanical Fields. Specializing in code criteria for smoke control systems, for both new and existing facilities, for high rises as well as atria and mall applications.

Chief Mechanical Inspector. City of Hollywood, (1993 – 2007). Interpret and enforce all Codes & Standards applicable for Heating, Ventilation, Air Conditioning, Refrigeration, Fire Suppression & all other related Mechanical Fields. Supervision of all Mechanical Plan Reviewers and Mechanical Inspectors.

Chief Mechanical Inspector, City of Sunrise, (1992 – 1993). Review jobs from planning stages, design and installation for all Codes & Standards as well as maintainability applicable for Heating, Ventilation, Air Conditioning, Refrigeration, Fire Suppression & all other related Mechanical Fields. Specializing in code criteria for smoke control systems, for both new and existing facilities, for high rises as well as atria and mall applications.

Mechanical Plan Reviewer, City of Pompano Beach, (1989 – 1991). Plan review for Mechanical Code Compliance and field inspections

Mechanical Inspector, Broward County, (1987 – 1989). Field inspections to verify compliance with all Mechanical Codes & Standards and training to become a Mechanical Plans Reviewer.

Mechanical Contractor, Delta Air Conditioning, (1980 – 1987). Qualifier, estimator, designer, supervision of installation for all mechanical systems installed by my company.

EDUCATION

Florida Atlantic University
North Miami, Florida
CE - Construction Licensing Requirements.

Florida International University, Miami, Florida
Construction Mgmt, Mechanical Design & Drafting Classes.

Florida Class A Unlimited Mechanical Contractor

LICENSES

Florida Chief Mechanical Inspector/Plan Reviewer

Florida Mechanical Inspector

Southern Building Code Congress Mechanical Plans Examiner

Southern Building Code Congress Mechanical Inspector,

I.C.C. Mechanical Plans Examiner

I.C.C. Mechanical Inspector

Broward County Board Certified Chief Mechanical Inspector/ Plan Reviewer

Broward County Certified Mechanical Inspector

Uniform Building Code Mechanical Inspector for the School Board, Dade County Certified

Vocational Instructor and a Florida State Certified Instructor and Provider for Contractor Continuing Education Credits

Licensee Details

Licensee Information

Name:	**MASTROSIMONE, PHILLIP W** (Primary Name) **INDIVIDUAL** (DBA Name)
Main Address:	**7985 SE OSPREY STREET** **HOBE SOUND Florida 33455**
County:	**MARTIN**
License Mailing:	
LicenseLocation:	**1630 NE 4TH CT** **FT LAUDERDALE FL 33301**
County:	**BROWARD**

License Information

License Type:	**Certified Plumbing Contractor**
Rank:	**Cert Plumbing**
License Number:	**CFC037107**
Status:	**Current,Inactive**
Licensure Date:	**03/08/1986**
Expires:	**08/31/2010**

Special Qualifications	Qualification Effective
Bldg Code Core Course Credit	
License Returned	**10/10/2006**
No Qualified Business License Required	**02/20/2004**

Licensee Information

Name:	**MASTROSIMONE, PHILLIP W** (Primary Name) (DBA Name)
Main Address:	**7985 SE OSPREY STREET** **HOBE SOUND Florida 33455**
County:	**MARTIN**
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN374**
Status:	**Current,Active**
Licensure Date:	**03/17/1994**
Expires:	**11/30/2009**

Special Qualifications	Qualification Effective
Bldg Code Core Course Credit	
Plumbing	

Licensee Details

Licensee Information

Name:	**MASTROSIMONE, PHILLIP W** (Primary Name) (DBA Name)
Main Address:	**7985 SE OSPREY STREET** **HOBE SOUND Florida 33455**
County:	**MARTIN**
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX175**
Status:	**Current,Active**
Licensure Date:	**03/17/1994**
Expires:	**11/30/2009**

Special Qualifications	Qualification Effective
Bldg Code Core Course Credit	
Plumbing	

Licensee Details

Licensee Information

Name:	**MASTROSIMONE, PHILLIP W** (Primary Name) (DBA Name)
Main Address:	**7985 SE OSPREY STREET** **HOBE SOUND Florida 33455**
County:	**MARTIN**
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Building Code Administrator**
Rank:	**Building Code A**
License Number:	**BU999**
Status:	**Current,Active**
Licensure Date:	**11/09/1998**
Expires:	**11/30/2009**

Special Qualifications	Qualification Effective
Bldg Code Core Course Credit	
Standard	

Licensee Details

Licensee Information

Name:	**OZUNA, JOSE DANIEL** (Primary Name) **UPRIGHT ENGINEERING INC** (DBA Name)
Main Address:	**20635 NE 9TH CT** **MIAMI Florida 33179-1913**
County:	**DADE**
License Mailing:	
LicenseLocation:	**20635 NE 9TH CT** **MIAMI FL 33179-1913**
County:	**DADE**

License Information

License Type:	**Certified General Contractor**
Rank:	**Cert General**
License Number:	**CGC059406**
Status:	**Current,Active**
Licensure Date:	**11/05/1997**
Expires:	**08/31/2010**

Special Qualifications	**Qualification Effective**
Bldg Code Core Course Credit	
Qualified Business License Required	**02/20/2004**

Licensee Details

Licensee Information

Name:	**OZUNA, JOSE DANIEL** (Primary Name) (DBA Name)
Main Address:	**20635 NE 9TH CT** **MIAMI Florida 33179-1913**
County:	**DADE**
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN3484**
Status:	**Current,Active**
Licensure Date:	**03/19/1999**
Expires:	**11/30/2009**

censee Details

censee Information

Name:	**OZUNA, JOSE DANIEL** (Primary Name) (DBA Name)
Main Address:	**20635 NE 9TH CT** **MIAMI Florida 33179-1913**
County:	**DADE**
License Mailing:	
LicenseLocation:	***Private Address* *Private Address*** ***Private Address*** ***Private Address*** ***Private Address***

cense Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX1475**
Status:	**Current,Active**
Licensure Date:	**09/14/1998**
Expires:	**11/30/2009**

Licensee Details

Licensee Information

Name:	**LICITRA, SALVATORE TED** (Primary Name)
	(DBA Name)
Main Address:	**14450 77 PLACE NORTH**
	LOXAHATCHEE Florida 33470
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	***Private Address* *Private Address***
	Private Address
	Private Address
	Private Address

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN361**
Status:	**Current,Active**
Licensure Date:	**03/17/1994**
Expires:	**11/30/2009**

Special Qualifications	**Qualification Effective**
Bldg Code Core Course Credit	
Commercial Electric	
Residential Electric	

Licensee Details

Licensee Information

Name:	**LICITRA, SALVATORE TED** (Primary Name)
	(DBA Name)
Main Address:	**14450 77 PLACE NORTH**
	LOXAHATCHEE Florida 33470
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	***Private Address* *Private Address***
	Private Address
	Private Address
	Private Address

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX169**
Status:	**Current,Active**
Licensure Date:	**03/17/1994**
Expires:	**11/30/2009**

Special Qualifications	**Qualification Effective**
Bldg Code Core Course Credit	
Electrical	

Licensee Details

Licensee Information

Name:	**GIGLER, RICHARD ROBERT** (Primary Name) (DBA Name)
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN4322**
Status:	**Current,Active**
Licensure Date:	**05/07/2002**
Expires:	**11/30/2009**

Special Qualifications	Qualification Effective
Bldg Code Core Course Credit	

Licensee Details

Licensee Information

Name:	**GIGLER, RICHARD ROBERT** (Primary Name) (DBA Name)
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX2643**
Status:	**Current,Active**
Licensure Date:	**02/02/2006**
Expires:	**11/30/2009**

Special Qualifications	Qualification Effective
Bldg Code Core Course Credit	
Plumbing	02/02/2006

Licensee Details

Licensee Information

Name:	**GONZALEZ, ROBERTO J** (Primary Name) (DBA Name)
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Plans Examiner**
Rank:	**Plans Examiner**
License Number:	**PX1463**
Status:	**Current,Active**
Licensure Date:	**09/11/1998**
Expires:	**11/30/2009**

Licensee Details

Licensee Information

Name:	**GONZALEZ, ROBERTO J** (Primary Name) (DBA Name)
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***
License Mailing:	
LicenseLocation:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN2330**
Status:	**Current,Active**
Licensure Date:	**10/24/1995**
Expires:	**11/30/2009**

4 EXPERIENCE

SUMMARY OF EXPERIENCE

CGA is currently providing Building Inspection and Plan Review Services for the following municipalities:

Client	Project Description
City of West Park Contact: Russell Benford, City Administrator 3150 S.W. 52nd Avenue, Suite 100 Pembroke Park, Florida Telephone (954)989-2688 Fax: (954)989-2684 E-mail: rbenford@cityofwestpark.org	Building administration, building official, plan review and inspection. Provide all required forms, perform permit intake, plan review, inspections, issuance of Certificates of Occupancy and or completion. Respond in emergency situations for damage assessment. **Construction Cost: Ongoing Contract based on collection of permit fees. CGA keeps 90% of permit fees for services**
City of Weston Contact: John Flint, City Manager 2500 Weston Road, Suite 100 Weston, Florida 33331 Telephone: (954)385-2000 Fax: (954)385-2010 E-mail: jflint@westonfl.org	Building Code administration including intake and processing of Building Permits, zoning plan review and inspections, engineering plan review and inspections **Construction Cost: Ongoing Contract based on cost recovery (hourly)**
City of North Lauderdale Contact: Tammy Reid, Community Development Director 701 SW 71st Avenue North Lauderdale, FL 333068 Telephone: (954)724-7048 Fax: (954)724-2064 E-mail: tholguin@nlauderdale.org	Supplied required building official services including supervision of staff, issuing of Certificate of Occupancy and Completion plan review and inspection, supplemental plan review and inspections **Construction Cost: Ongoing contract based on hourly rate for Building Official, inspectors and plans examiner**
Town of Surfside Contact: Gary Word, Town Manager 9293 Harding Avenue Surfside, Florida 33154 Telephone: (305) 993-1051 Fax: (305) 861-1302 E-mail: gword@townofsurfsidefl.gov	Building administration, building official, plan review and inspection. Provide all required forms, perform permit intake, plan review, inspections, issuance of Certificates of Occupancy and or completion. Respond in emergency situations for damage assessment. **Construction Cost: Ongoing contract hourly rate**

SUMMARY OF EXPERIENCE

Founded in 1996, NOVA Engineering and Environmental Inc. has been in business for 13 years. In 2007 the firm was reorganized as a limited liability company and merged with CAPRI Engineering LLC as NOVA Engineering and Environmental LLC.

The combined NOVA / CAPRI company has performed building code inspection services for several Florida municipalities under indefinite delivery contracts that were very similar to this project. Unfortunately several of these contracts expired some time ago and therefore the contact persons involved with our services may have changed. However, NOVA currently offers full-service Municipal Support Services for several municipalities that require a more comprehensive scope of services although they are also very similar in general scope.

Current Contracts:

Client:	City of Clermont
Address:	685 W. Montrose Street Clermont, FL 34712
Contact:	Mr. Darren Gray
Title:	Asst. City Manager
Phone:	352.394.4081
Fax:	352.394.4087
Email:	dgray@cityofclermonfl.org
Project:	Full Service Municipal Support Services – Building Department (Building Official, Plan Review, Inspection, Permit Administration)
Date:	November 2007 – Current
Amount:	$536,000.00

Client:	City of Tavares
Address:	201 East Main Street Tavares, FL 32778
Contact:	Mr. Jacques Skutt
Title:	Community Development Director
Phone:	352.742.6213
Fax:	352.742.6087
Email:	jskutt@tavares.org
Project:	Municipal Support Services – Building Department (Building Official, Plan Review, Inspection)
Date:	September 2005 – Current
Amount:	$259,000.00

Expired Contracts:

Client: Brevard County

Address:	2725 Judge Fran Jamieson Way Viera, FL 32940
Contact:	Carroll Brown
Title:	Building Official
Phone:	321.690.6875
Project:	Continuing contract for Plans Examination and Code Compliance Inspections
Date:	Feb. 2005 - Feb. 2006

Client:	Glades County
Address:	500 Avenue K Moore Haven, FL 33471
Contact:	Jim Smith
Title:	Building Official
Phone:	863.946.6000
Project:	Contract for Building Code Administration, Plans Examination, Code Compliance and Code Enforcement
Date:	January 2004, renewed January 2006

Expired Contracts:

Client:	Hardee County
Address:	401 W. Main Street Wauchula, FL 33873
Contact:	Mike Cassidy
Title:	Building/Zoning Official
Phone:	863.773.3236
Project:	Continuing contract for Plans Examination and Code Compliance Inspections
Date:	

Client:	The City of Kissimmee
Address:	101 N. Church Street Kissimmee, FL 34741
Contact:	Jim Zicaro
Title:	Building Official
Phone:	407.518.2130
Project:	Continuing contract for Building Code Inspections
Date:	Oct. 2004 - Oct. 2005

Client:	Okeechobee County
Address:	499 N. West 5th Ave Okeechobee, FL 34972
Contact 1:	Jim Threewits
Title:	Deputy County Administrator
Phone:	863.763.4458
Contact 2:	Arnold Verwey
Title:	Building Official
Phone:	863.467.6644
Project:	Continuing contract for Plans Examination and Code Compliance Inspections
Date:	Dec. 2004 - Dec. 2006

Expired Contracts:

Client:	The City of Winter Park
Address:	401 Park Avenue South
	Winter Park, FL 32789
Contact:	George J. Wiggins
Title:	Chief Building Official
Phone:	407.599.3426
Project:	Continuing contract for Plans Examination and Code Compliance Inspections
Date:	April 2005, renewed April 2007

Client:	Palm Beach County
Address:	50 South Military Trail, Suite 110
	West Palm Beach, FL 33415
Contact:	Pat D'Agostino
Title:	Building Department
Phone:	561.616.6800
Project:	Continuing contract for Plan Review, Inspection and Engineering Services
Date:	Aug. 2006 - July 2007

5 FINANCIAL STABILITY/STATEMENT

Financial Stability / Statement

Since its inception in 1937, CGA and its predecessors have been financially solid companies, never having filed for bankruptcy nor heavily burned by economic fluctuations. Because CGA is a private corporation, CGA does not disclose specifics of our financial statements; however, CGA has had a long banking relationship with Wachovia Bank.

Please feel free to contact Thomas Weigel, V.P. Relationship Manager to verify any particulars relating to CGA's financial stability.

CGA's gross revenues for the past eight (8) years are as follows:

YEAR	GROSS REVENUE
2001	$ 8,568,007.00
2002	$10,080,100.00
2003	$11,334,700.00
2004	$14,956,500.00
2005	$17,337,500.00
2006	$21,088,000.00
2007	$23,135,273.00
2008	$22,761,855.00

Wachovia Bank, N.A.
Business Banking Group
FL6063
2500 Weston Road
Weston, FL 33331

RECEIVED
MAR 18 2009
Calvin, Giordano, & Associates
Engineers Surveyors Planners

WACHOVIA

March 12, 2009

Mr. Dennis Giordano
Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316

Dear Dennis;

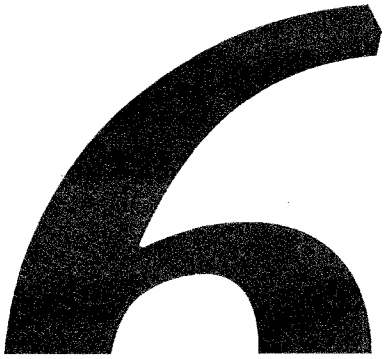
Calvin, Giordano & Associates, Inc. has been a valued customer of Wachovia Bank, N.A. since 1988. The Firm has a secured line of credit in the low seven figure range. The Firm's average depository balances are in the low/mid six figure range. All borrowings and accounts have always been handled as agreed, and we appreciate your business.

If you have a client that would like to speak with me about the Firm's Business Banking relationship, please give them my name and direct telephone number - #954.467.5141. I would ask that you please notify me prior to anyone calling, as we typically do not discuss client relationships on the telephone.

We value your relationship and thank you for banking with Wachovia.

Sincerely,

Thomas P. Weigel
Vice President
Relationship Manager
Business Banking Group



UNDERSTANDING OF THE REQUESTED PROJECT/ FIRM'S APPROACH AND METHODOLOGY/TRANSITION PLAN

Understanding of the Project and Methodology

BACKGROUND

Calvin, Giordano & Associates (CGA) has been providing professional consulting services in the Broward County area for 71 years. CGA is a financially strong employee owned company of approximately two hundred (200). Through the years CGA's commitment to provide "exceptional solutions" and innovative ideas has allowed us to be the recipients of numerous awards.

CGA knows that in order for any company to achieve a winning solution and to offer the highest level of service to the client it must first understand what the client requires. What does the client really need and why they need it. Further, the provider of any service, of course, must also have a complete understanding of the service they are providing. This would include how the service works from a process standpoint, how it works from a financial perspective, and most importantly the understanding of the end user and their concerns.

CGA also understand that a Building Department exists for several reasons which are critical to a municipality and it residents. Many municipalities are currently turning to the private sector for professional support in a variety of outsourcing services. This trend is steadily increasing across the Country. The use of private firms is a way that municipalities control costs and personnel concerns without losing control of those services.

Whether it is because cities build out, or the constant ebb and flow of development, or natural disasters, the fact is that Building Department costs, revenues and staffing have become more difficult to manage. With that in mind, CGA's Building Code Services Department is poised to provide municipalities such as the City of Pembroke Pines and other governmental agencies with the resources to required to provide effective compliance with Florida Building Code, State and Federal Statues, Local Ordinances and other rules and regulations in the construction industry, all the while keeping our client's costs down.

Our objective is to create a partnership with the residents of the community and contractors. Our goal is to make to make the permitting and completion of their project as flawless as possible. It matters not how difficult or easy the project, or how challenging a client may be. We know that communication and empathy with and for our clients can assist in making what can be a daunting process more efficient, less confrontational and beneficial for all.

UNDERSTANDING OF THE SCOPE OF SERVICES TO BE PROVIDED

We will tailor our services to meet the City of Pembroke Pine's unique needs. As outlined in the City's Request for Proposal, the City is requiring staffing of the entire Building Department from the Assistant Building Official to Plans Examiners and Inspectors. It also includes the need for CGA to provide all administrative and clerical staffing. The entire staff would then be responsible to the City's Building Official and City Manager.

The City requires that the successful consultant provide, Building Code Plan Review, Inspections and Permit Administration services to the City as required by State Statute and Rules, Broward

County and City Ordinances. CGA and our Staff have been providing these services for several years. Our Plan Review and Inspection Staff have a minimum of eight (8) years and as many twenty four enforcing the South Florida Building Code and now of course the Florida Building Code and all within the Broward County area.

Another requirement that the City has is that the provider fulfill is set time frames for plan review and inspections. CGA is now adhering to these same time frames in two Cities with whom we have current contracts as they are part of their requirements. Moreover, CGA consistently meets set time frames; both our clients and our staff pride themselves on it.

CGA Inspectors and Plans Examiners are all equipped with late model vehicles with the Company name and logo. **Each car has a laptop computer** and printer installed in it. This provides staff with enhanced communication abilities. They can instantly and in real time provide to a client inspection results, photographs and computer printed red tags or other printed documents in the field. There can be minor plan review from the field with the emailing of minor plans and applications. In addition, of course, every employee has a cell phone. The cell phone numbers are shared with our municipal partners, and our customers as well are considered as also partners, the homeowner, contractors, developers and design professional.





We also understand the need to respond in emergency situations. CGA staff is on call 24 hours a day and 7 days a week and whether it is a fire in a house or a car driving through a store front we are ready to go. We have done hurricane preparedness inspections and hurricane aftermath inspections. All our inspectors have received ISO training and Certifications as required by FEMA.

The Building Services Department here at CGA understands the specific needs of the Zoning and Planning Departments. We have not only worked alongside City Zoning and Planning Officials but we also have an in house Planning and Zoning staff that provide outside services to other municipalities. This gives us both a great resource and perspective to the tasks and talents of these important partners in the process.

The failure of any community to have an efficient and qualified Building Code Enforcement program in place could cause great harm to the community. The Building Codes and other related regulations were written to protect the health and safety of all citizens. They were also written to prevent the loss of property and the diminishing of property values. If CGA is selected we will provide the highest level of Building Code Services possible to the City of Pembroke Pines to keep it a safe and wholesome place to live and work.

Transition Plan

CGA understands and appreciates the importance to the City's elected officials, present staff, residents and various customers that it is imperative that a seamless transition take place from what is now a "traditional in house" City Employee service, to one that is provided by a new "Team" consisting of the City's Building Official and CGA's dedicated staff. CGA's veteran staff comes with an understanding and appreciation that they will become an integral part of The City of Pembroke Pines Government, with the award of this contract. The Transition Plan includes these three basic components, and can begin almost concurrently with each other.

1. **Information Gathering** - The first component would include the necessary research and meeting(s) with the City Manager, the Building Official and any other individuals whom the City deems necessary. This would establish the appropriate and essential lines of communication. We would also expect that the exact requirements and expectations of the City would be expressed and discussed during this initial meeting. This phase would include discussions concerning the existing City Staff and the direction the City would like to take with specific employees and the process that needs to be followed. All issues concerning the existing personnel would need to be addressed through the Pembroke Pines Human Resource Office as the City deems necessary. We understand the impact that this agreement may have, and will do everything to be sensitive and flexible both during the transition and afterwards. Part of this component would also address issues such as vehicles, office equipment, paper goods, computers and all the other hardware and equipment necessary to operate a first class Building Department. Although CGA has done some research on the past and present work load of the City's Building Department, additional information on existing projects, future projects and long term plans for the City will be essential.

2. **Evaluation and Recommendations for Improvement** - The second component consists of evaluating the present business practices, the service and staffing levels. This would include the following and may run concurrently with first component if desired by the City. CGA senior staff will review all policies, procedures, checklists, etc. that are now utilized. CGA will review these various documents to evaluate their efficiency and effectiveness, and to determine whether procedures and policies are being followed. This task would include observing administrative and technical personnel to determine customer service awareness and delivery. We would also want to introduce CGA's staff to the various software suites that the Building Department utilizes and do any necessary training.

   During this phase CGA would also want to begin the review of the record keeping and archiving procedures including both paper and electronic documents. When these tasks have been completed a report would be created and made available to the Building Official and the City Manager for their review. This report would include any recommendations for improvement or adjustment to existing staffing levels, processes and procedures. At the direction of the City, CGA would adjust or rewrite the written procedures and policies, create the appropriate work flow charts and checklists, and create a new Organizational

Chart for the new Building Department "Team" demonstrating the structure necessary to serve the public in a customer friendly and efficient manner.

3. **Implementation** - The third component would be implementation of the agreement and the kick- off of the services. We believe this will be a successful effort, because both the City's staff and CGA's staff all have a wide range of experience managing and working in a Building Department setting. The first step in this component would include CGA's senior managers and Human Resources Director meeting with all City staffers. Offers of employment would be made to those individuals who reach agreement with CGA. If the offer of employment is accepted the employee will become part of the CGA family and would continue to work in the City as required. Once all the personnel issues have been addressed a meeting will be conducted with the entire team to move forward as the "Pembroke Pines Building Department". The CGA Building Code Services Staff has adopted a "Code of Ethics" and will expect the entire new team to affirm or reaffirm that they will follow that Code.

At this point the organizational chart will be complete with all the Team Members identified. The processes and procedures will be finished and the supervisors will be in place. Staff will follow the lead of their supervisors as spelled out in the procedures, as will the administrative staff. Supervisors will continually monitor and evaluate their staff to determine whether they need any additional training or counseling. Supervisors will continually monitor service levels including turnaround times and quality to assure staffing levels is appropriate. There will be weekly meetings with the City Officials and senior staff to discuss solutions to problems that are identified with the work flow and customer service levels. Work processes will be adjusted to flow efficiently and improve with experience. Written procedures will be updated as necessary. Customers will be interviewed for satisfaction throughout the term of the contract.

7

LITIGATION HISTORY

Litigation

Customer satisfaction is CGA's primary objective for every project undertaken by the firm. As such, CGA endeavors to complete each project on time and within budget. CGA is proud to assert that CGA has not failed to provide products, perform services, or furnished goods for which we have been contracted. Furthermore, CGA has no judgments, claims, arbitrations proceedings or suits pending or outstanding.

In the last five (5) years CGA has been involved in the following litigation:

1. James A. Cummings, Inc. v. Calvin, Giordano & Associates, Inc., Case No: 06-019973(18) in the 17th Judicial Court, in and for Broward County. This case which was filed in 2006 was related to the Palm Beach County Airport Parking Structure. The case was settled in August 2007.

2. Yvette Lorenzo, personal representative of the estate and survivors of Orestes Lorenzo v. Florida Department of Transportation, City of Pembroke Pines, William J. Russo, Natasha Russo, and Calvin, Giordano & Associates, Inc., Case No: 0601924(12) in the 17th Judicial Court, in and for Broward County. CGA was a co-defendant in a wrongful death action brought by the deceased's relatives. This case was filed on or about June 30, 2006, and was settled to the satisfaction of both parties in September 2008.



CRIMINAL CONVICTIONS

Criminal Convictions

CGA its owners, officers or personnel to be assigned to this contract have no criminal convictions.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID S9 CALVI-2

DATE (MM/DD/YYYY) 07/29/09

PRODUCER
Brown & Brown of Florida, Inc.
5900 N. Andrews Ave. #300
P.O. Box 5727
Ft. Lauderdale FL 33310-5727
Phone: 954-776-2222 Fax: 954-776-4446

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Calvin, Giordano & Assoc, Inc.
Attn: Dennis Giordano
1800 Eller Drive #600
Ft. Lauderdale FL 33316

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Hartford Casualty Ins. Co	29424
INSURER C:	Hartford Ins. Co. of the S.E.	38261
INSURER D:	American Guar & Liab Ins Co	26247
INSURER E:	Zurich American Insurance Co.	16535

Udelson 07/30/09

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR Blanket Addl Insd GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	21UUNLK3645	01/01/09	01/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 1,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Coll Ded $1,000 X Comp Ded: $1,000	21UUNLK3645	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
D		EXCESS/UMBRELLA LIABILITY X OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE X RETENTION $10,000	AUC594612800	01/01/09	01/01/10	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	21WBNO3209	01/01/09	01/01/10	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
E		OTHER Professional Liab Ded: $150,000	EOC66915217 RETRO 8/1/1959	08/27/08	08/27/09	Per Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is listed as additional insured as respects general liability.
*10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

PEMBROC

City of Pembroke Pines
1812 SW 31st Avenue
Pembroke Park FL 33009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Pembroke Pines, FL

Agenda Request Form

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

Agenda Number: 29.

File Number: 09-0301 **File Type:** Agreements/Contracts **Status:** Passed

Version: 0 **Reference:** **Controlling Body:** City Commission

Requester: Public Services Director **Initial Cost:** **Introduced:** 06/10/2009

File Name: BUILDING DEPARTMENT SERVICES AGREEMENT **Final Action:** 06/17/2009

Title: MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN, GIORDANO & ASSOCIATES, INC., FOR PROFESSIONAL BUILDING DEPARTMENT SERVICES.

Notes:

Attachments: 1. Building Department Services Agreement
2. Exhibit A of Agreement - RFP #FI-09-05
4. Exhibit C of Agreement - Minutes/Agenda Item #14 dated 6-3-09
3. Exhibit B of Agreement - Submittal - Calvin, Giordano & Associates (not available on the internet)

Agenda Date: 06/17/2009
Agenda Number: 29.
Enactment Date:
Enactment Number:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	06/17/2009	approve				Pass

SUMMARY EXPLANATION AND BACKGROUND:

1. Commission awarded RFP #FI-09-05 for professional building department services to Calvin, Giordano & Associates, Inc., on June 6, 2009.

2. The agreement has been prepared by the City Attorney's office for approval.

3. Motion to approve the agreement between the City of Pembroke Pines and Calvin, Giordano & Associates, Inc., for professional building department services.

FINANCIAL IMPACT DETAIL:

See Agreement for financial impact. A zero cost contract to the City for Revenues Page 6 Section 4.1.

a) Initial Cost:

b) Amount budgeted for this item in Account No:
c) Source of funding for difference, if not fully budgeted:
d) 5 year projection of the operational cost of the project
e) Detail of additional staff requirements:

EXHIBIT C

City of Pembroke Pines, FL
Meeting Minutes
City Commission

Pembroke Pines, Florida
33026
www.ppines.com

Frank C. Ortis, Mayor
Angelo Castillo, Vice Mayor
Jack McCluskey, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

Wednesday, June 17, 2009 | **3:00 PM** | **Commission Chambers**

29. MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN, GIORDANO & ASSOCIATES, INC., FOR PROFESSIONAL BUILDING DEPARTMENT SERVICES.

A motion was made by Vice Mayor Castillo, seconded by Commissioner McCluskey, to approve Item 29. The motion passed by the following vote:

Aye: 5 - Mayor Ortis, Vice Mayor Castillo, Commissioner Shechter, Commissioner McCluskey and Commissioner Siple

Nay: 0 -

PRIOR TO THE VOTE BEING TAKEN:

Vice Mayor Castillo asked if the $300,000 dollars for rent and administrative fees were still in the contract with Calvin, Giordano.

City Manager Dodge stated that it was in the contract.

The following member of the public spoke:

Jay Schwartz, 8310 NW 16 Street

Commissioner Siple asked on Page 5, at 2.6, as to what happens to current vehicles. Also, 2.6 sub-section 2, she asked who is going to be responsible for equipment and communication. Section 4.1 states all fees would be increased annually on July 1, 2011; will this automatically happen and the City would have no say as to what those numbers would go to and will they have to stick to the CPI. She questioned what happens if they move out.

City Manager Dodge responded that the City would look at the inventory and see which vehicles could be disposed of and which would be the City's fleet. The equipment and communication devices will be at the vendor's expense; fees would be adjusted annually based on the CPI. The City is not recommending they move out; that will be an issue that would come back to the Commission for consideration.

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

THIS FIRST AMENDMENT (the "First Amendment"), made and entered into the 27 day of April, 2011 by and between:

CITY OF PEMBROKE PINES, FLORIDA
a municipal corporation
10100 Pines Boulevard
Pembroke Pines, Florida 33026
(hereinafter referred to as "CITY")

AND

CALVIN GIORDANO & ASSOCIATES, INC,
A Florida corporation
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on July 1, 2009, CITY and CONTRACTOR entered into a five-year Professional Services Agreement ("Original Agreement"), whereby CONTRACTOR agreed to provide the CITY with plan review, inspection, and other building department-related services; and

WHEREAS, the Parties now seek to amend the Original Agreement in accordance with the terms and conditions set forth 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. The following sections of Article 3 of the Original Agreement are hereby repealed and replaced with the following:

3.1 Term: This First Amendment shall be effective for the remainder of the term of the Original Agreement following the date of execution by the Parties.

3.6 In accordance with Section 11.8 of this agreement, CONTRACTOR shall maintain any and all public records, as defined by Section 119.011(12), F.S., received during the performance of their duties and responsibilities under this agreement. Upon termination for any reason, CONTRACTOR shall deliver, forthwith, to the CITY all public records, including, but not limited to, finished and unfinished work product, data, studies, surveys, sketches, plans and reports in its possession. CONTACTOR shall also reasonably assist the CITY and any successor contractors in the transition, including transition of the computer data or software, as may be necessary.

SECTION 3. Article 10, entitled "Legal Obligations", is hereby amended by the addition of Section 10.3, as follows:

10.3 Taxes. CONTRACTOR shall be responsible for the payment of any and all applicable taxes, including, but not limited to, ad valorem taxation and other special assessments, as may be levied from time to time by Broward County or the CITY.

SECTION 4. The following sections of Article 11 of the Original Agreement are hereby repealed and replaced or created as follows:

11.7 No Onsite Solicitation and Conflicts of Interest: The CONTRACTOR shall not create an express, implied or appearance of a conflict of interest in any location relative to their duties and responsibilities in their performance of this Agreement.. In furtherance of this commitment, CONTRACTOR hereby agrees as follows:

11.7.1 CONTRACTOR shall not solicit work from private citizens, individuals, businesses, or others nor create a conflict of interest or the appearance of a conflict of interest in any location relative to their duties and responsibilities in their performance of this Agreement.

11.7.2 CONTRACTOR shall not represent private clients at a public hearing in the City or appear before the City Commission or any of its advisory boards or bodies established pursuant to Chapter 32 of the City's Code of Ordinances representing private clients.

11.7.3 CONTRACTOR shall not provide consulting services to any private party or client regarding any matter that may otherwise be subject to the scope of services performed by CONTRACTOR in accordance with the Original Agreement. Upon execution of this First Amendment, CONTRACTOR shall provide the CITY with a list of all existing private clients which may be subject to the scope of services set forth in the Original Agreement. The list of private client shall become Exhibit "A" attached to this First Amendment and incorporated herein.

11.7.4 Notwithstanding any other provision of this Agreement, CONTRACTOR shall be permitted to continue to represent the following three (3) existing governmental clients: the Florida Department of Transportation, the South Broward Drainage District, and the South Broward Hospital District.

11.7.5 In the event of a conflict pursuant to this amendment, CONTRACTOR shall, at no additional expense to the CITY or to the affected applicant, contract with a third party independent, professionally licensed person, firm or corporation to perform all duties and responsibilities as may be necessary under the terms of the Original Agreement. In each instance where a conflict exists, CONTRACTOR shall provide prior written notice to the CITY including the name of the independent third party, professionally licensed person, firm or corporation who shall perform all duties under this Agreement, which shall be subject to prior written approval by the City Manager. The CONTRACTOR shall advise the City Commission of any third party engagements pursuant to this section.

11.9 Nothing contained in this Agreement shall affect in any way the independent obligations and duties of the City Engineer including, but not limited to engineering inspections, as they may relate, if at all, to the CONTRACTOR's scope of services under this Agreement.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein.

CITY OF PEMBROKE PINES, FLORIDA

ATTEST: 8/16/12

JUDITH NEUGENT, CITY CLERK

BY: _____

FRANK C. ORTIS, MAYOR

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CALVIN GIORDANO & ASSOCIATES, INC.

By: _____
DENNIS GIORDANO

State of Florida
County of Broward

On this, the 22nd day of April, 2011, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was signed and acknowledged by Dennis Giordano on behalf of Calvin Giordano & Associates, Inc.

WITNESS my hand and official seal

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2013
Commission # DD 862675

_____
Notary Public, State of Florida

Dawn Hopkins
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or
Produced identification:

_____
(type of identification produced)

EXHIBIT "A"

None.

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into this 17 day of July, 2014, by and between:

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

and

CALVIN GIORDANO & ASSOCIATES, INC., ("Contractor"), a Florida corporation authorized to do business in the State of Florida, with an address of 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316. City and Contractor hereafter collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, on July 1, 2009, the Parties entered into a Professional Services Agreement for Building Department Services ("Original Agreement") that expires on June 30, 2014 with the option to renew the agreement annually upon expiration of the existing agreement; and,

WHEREAS, the Original Agreement was awarded pursuant to Request for Proposals #FI-09-05 (the "RFP"); and,

WHEREAS, on April 27, 2011 the Parties executed the First Amendment to the Original Agreement which amended Article 10 – Legal Obligations and Article 11 – Special Conditions of the Original Agreement however did not extend the term of the Original Agreement.

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

WHEREAS, the Parties specifically seek to execute a one (1) year renewal in accordance with Section 9.2 of the Original Agreement.

NOW, THEREFORE, for and in consideration 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 foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. The Original Agreement is hereby renewed for one year commencing on July 1, 2014 and terminating on June 30, 2015.

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

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

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: _____
CHARLES F. DODGE, CITY MANAGER

_____
MARLENE GRAHAM, CITY CLERK

APPROVED AS TO FORM:

_____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES, INC.

By: _____
Print Name: Dennis Giordano
Title: President

ATTEST:

By: _____
Print Name: Dawn Hopkins
Title: Secretary

(CORPORATE SEAL)

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., and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Calvin Giordano & Associates, Inc., for the use and purposes mentioned herein and that the instrument is the act and deed of Safeguard Services, Inc. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 16 day of June 2014.

Sara R. Blumkin
Notary Public, State of Florida at Large

My Commission Expires:

SARA R. BLUMKIN
MY COMMISSION # EE 070533
EXPIRES: March 21, 2015
Bonded Thru Notary Public Underwriters

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into this 1st day of July, 2015, by and between:

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

and

CALVIN GIORDANO & ASSOCIATES, INC., ("Contractor"), a Florida corporation authorized to do business in the State of Florida, with an address of 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316. City and Contractor hereafter collectively referred to as the "Parties".

W I T N E S S E T H

WHEREAS, on July 1, 2009, the Parties entered into a Professional Services Agreement for Building Department Services ("Original Agreement") that expires on June 30, 2015 with the option to renew the agreement annually upon expiration of the existing agreement; and,

WHEREAS, the Original Agreement was awarded pursuant to Request for Proposals #FI-09-05 (the "RFP"); and,

WHEREAS, on April 27, 2011 the Parties executed the First Amendment to the Original Agreement which amended Article 10 – Legal Obligations and Article 11 – Special Conditions of the Original Agreement however did not extend the term of the Original Agreement; and,

WHEREAS, on July 17, 2014 the Parties executed the Second Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective July 1, 2015; and,

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

WHEREAS, the Parties specifically seek to execute a one (1) year renewal in accordance with Section 9.2 of the Original Agreement.

NOW, THEREFORE, for and in consideration 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 foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. The Original Agreement is hereby renewed for one year commencing on July 1, 2015 and terminating on June 30, 2016.

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

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

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: _____
CHARLES F. DODGE, CITY MANAGER

ORTIS _____ 7/1/15
MARLENE GRAHAM, CITY CLERK

APPROVED AS TO FORM:

_____ 6/29/15
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES, INC.

By: _____
Print Name: DENNIS GIORDANO
Title: PRESIDENT

ATTEST:

By: _____
Print Name: Chris Giordano
Title: Treasurer

(CORPORATE SEAL)

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., and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Calvin Giordano & Associates, Inc., for the use and purposes mentioned herein and that the instrument is the act and deed of Safeguard Services, Inc. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 16TH day of JUNE 2015

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2017
Commission # EE 847097

_____
Notary Public, State of Florida at Large

My Commission Expires: 02/18/17

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT, dated this 6th day of April 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 Florida corporation 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 RFP # FI-09-05, on July 1, 2009, the CITY and CONTRACTOR entered into the original agreement for Building Department Services for an initial five (5) year period, which expired on June 30, 2014, and,

WHEREAS, the original agreement authorized the renewal of the agreement at the expiration of the initial term and annually thereafter unless notice of intent not to renew is provided not less than one hundred eighty (180) days prior to the expiration of the agreement, and,

WHEREAS, on April 27, 2011, the Parties executed the First Amendment to the Original Agreement which amended Article 10 – Legal Obligations and Article 11 – Special Conditions of the Original Agreement however did not extend the term of the Original Agreement; and,

WHEREAS, on July 17, 2014, the Parties executed the Second Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective July 1, 2014 and terminating on June 30, 2015; and,

WHEREAS, on July 1, 2015, the Parties executed the Third Amendment to the Original Agreement for the second one (1) year renewal term commencing on July 1, 2015 and terminating on June 30, 2016; and,

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

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

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. Article 11, entitled "Special Conditions", is hereby amended by the addition of Section 11.9 and Section 11.10, as follows:

11.9 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:

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

11.9.2 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;

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

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

11.10 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
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com

SECTION 3. The Original Agreement is hereby renewed for the third one (1) year renewal period commencing on **July 1, 2016** and terminating on **June 30, 2017**.

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.

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

ATTEST:

4/6/16

MARLENE D. GRAHAM,
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge

CHARLES F. DODGE
CITY MANANGER

CONTRACTOR:

WITNESSES

Thomas Palumbo

THOMAS PALUMBO
Print Name

JESUS CRUZ
Print Name

CALVIN GIORDANO & ASSOCIATES, INC.

BY: D. Giordano

Print Name: D. Giordano

Title: pres

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 22ND day of MARCH, 2016.

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2017
Commission # EE 847097

Dawn Hopkins
NOTARY PUBLIC

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

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR BUILDING DEPARTMENT SERVICES BETWEEN THE CITY OF PEMBROKE PINES AND CALVIN GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT, dated this 22 day of June 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

CALVIN GIORDANO & ASSOCIATES, INC., a Florida corporation 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 **RFP # FI-09-05**, on **July 1, 2009,** the CITY and CONTRACTOR entered into the Original Agreement for **Building Department Services** for an initial **five (5) year period,** which expired on **June 30, 2014;** and,

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

WHEREAS, on April 27, 2011, the Parties executed the First Amendment to the Original Agreement which amended Article 10 – Legal Obligations and Article 11 – Special Conditions of the Original Agreement however did not extend the term of the Original Agreement; and,

WHEREAS, on July 17, 2014, the Parties executed the Second Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective July 1, 2014 and terminating on June 30, 2015; and,

WHEREAS, on July 1, 2015, the Parties executed the Third Amendment to the Original Agreement for the second one (1) year renewal term commencing on July 1, 2015 and terminating on June 30, 2016; and,

WHEREAS, on April 6, 2016, the Parties executed the Fourth Amendment to the Original Agreement for the third one (1) year renewal term commencing on July 1, 2016 and terminating on June 30, 2017; 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 **fourth one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

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

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

SECTION 2. The Original Agreement is hereby renewed for the **fourth one (1) year renewal** period commencing on **July 1, 2017** and terminating on **June 30, 2018.**

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

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

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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:

MARLENE D. GRAHAM, 6/22/17
CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: _____
CHARLES F. DODGE
CITY MANANGER

CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES, INC.

BY: _____

Print Name: Chris Giordano

Title: Treasurer

WITNESSES

Jesus Cruz
Print Name

Thom Palumbo
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 CHRIS GIORDANO as TREASURER 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 11TH day of JANUARY 2017.

DAWN HOPKINS
Notary Public - State of Florida
My Comm. Expires Feb 18, 2017
Commission # EE 847097

NOTARY PUBLIC

DAWN HOPKINS
(Name of Notary Typed, Printed or Stamped)