



**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
ROBERT WARREN ENTERPRISES INC. D/B/A
OCCUPATIONAL MEDICAL CENTERS OF AMERICA**

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

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

and

ROBERT WARREN ENTERPRISES INC. D/B/A OCCUPATIONAL MEDICAL CENTERS OF AMERICA, a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **12014 Miramar Pkwy, Miramar, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 19, 2016**, the Parties entered into the Agreement ("Original Agreement") to provide Annual Physical Examinations for the City's Fire Department pursuant to Request for Proposals ("RFP") # FI-10-03, for an initial **two (2) year period**, which expired on **November 14, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional, two (2) year terms** pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **February 23, 2017**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a **two (2) year period** which expired on November 14, 2020; and,

WHEREAS, on **August 19, 2020**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term thereof for a **two (2) year period** which expired on November 14, 2022; and,

WHEREAS, on **November 15, 2022**, pursuant to CITY Code of Ordinances §35.29(C) which 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, the Parties executed the Third Amendment to the Original Agreement, as amended, to extend the term thereof for a **one hundred eighty (180) day period**



which will expire on May 14, 2023; and,

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

WHEREAS, the CITY is in need of additional time to complete the evaluation and review of these services and the Parties desire to further extend the term of this contractual relationship for an additional term which shall expire on **September 30, 2023**; and,

WHEREAS, on _____, the CITY Commission approved further extension of the Agreement with CONTRACTOR, as set forth in this Fourth Amendment.

W I T N E S S E T H

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

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

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

SECTION 3. The Original Agreement is hereby extended for an additional period which shall commence on **May 15, 2023** and shall expire on **September 30, 2023**.

SECTION 4. Section 4.2 of the Original Agreement, as amended, is hereby revised and amended to include Section 4.2.2 as set forth below:

4.2.2 Notwithstanding Section 4.2 and Section 4.2.1 of the Original Agreement, as amended, effective May 15, 2023, the total amount paid to CONTRACTOR for the services as identified in **Exhibit "A"** of the Original Agreement, as amended, for the extension period from May 15, 2023 to September 30, 2023 shall not exceed **FIFTY THOUSAND DOLLARS AND 00/100 CENTS (\$50,000.00)**, payable in monthly payments for actual services performed, and invoiced in accordance with the rates set forth in CONTRACTOR's Price Schedule, attached hereto as **Exhibit "B-2"**.

SECTION 5. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance



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

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

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

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

5.2.2 Is engaged in business operations in Syria.

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

6.1 Definitions for this Section.

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

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

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

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

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

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

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned



by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

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

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

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

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

SECTION 11. This Fourth 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 Fourth Amendment by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

Print Name: Jacoby Hamilton
OFFICE OF THE CITY ATTORNEY

BY: _____
CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

ROBERT WARREN ENTERPRISES INC. D/B/A
OCCUPATIONAL MEDICAL CENTERS OF
AMERICA

Signed By: _____

Printed Name: Robert Fleishman ms

Title: pres.

EXHIBIT B-2

Occupational Medicine Centers of America	
Price Schedule	
Firefighter Annual Medical Evaluation	
Total Cost per employee per Item 1 and 2 of Specification	\$511.54
As needed additional itemized charges:	
PSA Annual	\$40.00
Chest X-Ray, 2v - optional or with positive PPD	\$60.00
Hepatitis A Immunization	\$130.00
Hepatitis B Immunization	\$130.00
Hepatitis B Immunization (Booster)	\$130.00
TDAP	\$115.00
MMR	\$130.00

EXHIBIT B-2 TO FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND
ROBERT WARREN ENTERPRISES INC. D/B/A OCCUPATIONAL MEDICAL CENTERS OF AMERICA



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 8.

File ID: 23-0046

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - March 1st, 2023

Final Action: 03/01/2023

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

- (A) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal
- (B) GRM Information Management Services of Miami, LLC & Information Consultants, Inc.- Back Scanning and Media Conversion Services - Renewal
- (C) Safeguard Services, Inc. - Business Lease Agreement - Renewal
- (D) Synalovski Romanik Saye, LLC - Parks Architectural and Engineering Services - Renewal

**ITEMS (E) THROUGH (G) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT
CODE:**

- (E) Robert Warren Enterprises, Inc. d/b/a Occupational Medical Centers of America - Annual Physical Examinations - Non-renewal
- (F) DeAngelo Contracting Services, LLC - Operation, Maintenance, and Management of the City's Right of Ways - Non-renewal
- (G) Planet T Uniforms, Inc. - Charter School Uniforms - Non-Renewal

***Agenda Date:** 03/01/2023

Agenda Number: 8.

Internal Notes:

Attachments: 1. Contracts Database Report - March 1st, 2023, 2. A. Ashley Gortler OTR LLC - Occupational

Therapy - (AB), 3. B. GRM Information Management Services of Miami - Back Scanning (all-backup), 4. B. Information Consultants Inc. - Back Scanning Agreement (all backup), 5. C. Safeguard Services - Business Lease Agreement (all backup), 6. D. Synalovski Romanik Saye, LLC - Parks Architectural and Engineering Services RE-19-15 (AB), 7. E. Robert Warren Enterprises, Inc - Physical Exams (2016-2023)(all-backup), 8. F. DeAngelo Contracting Services - OMM of Rights of Way (AB), 9. G. Planet T Uniforms, Inc. - Charter School Uniforms Agreement 2017-2023 (ABD)

1 City Commission 03/01/2023 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Ortis, Vice Mayor Schwartz, Commissioner Siple, Commissioner Good Jr., and Commissioner Castillo
Nay: - 0

SUMMARY EXPLANATION AND BACKGROUND:

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

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

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Ashley Gortler OTR, LLC - Occupational Therapy - Renewal

1. On March 18th, 2021, the City entered into an Agreement with Ashley Gortler OTR, LLC for an initial period which expired on June 30th, 2021.

2. Ashley Gortler OTR, LLC provides the City's Charter School with Occupational Therapy services in order to comply with the requirements of Broward County Schools.

3. Section 3.1 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. On June 16th, 2021, the Parties entered into the First Amendment to the Original Agreement to increase the total compensation amount from \$25,000.00 to \$64,800.00 and to renew the term for the first one (1) year period which expired on June 30th, 2022.

5. On April 20th, 2022, the Parties entered into the Second Amendment to the Original Agreement, as amended, to renew the term for the second one (1) year period which expires

on June 30th, 2023.

6. During the school year 2022-2023, Ashley Gortler, OTR, LLC started to provide their services to students at the City's Charter Schools Central Elementary and Middle in addition to East Elementary.

7. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Amendment to increase the total annual compensation amount to \$105,264.00 from \$64,800.00 with an hourly rate increase to \$68.00 from \$60.00 and to renew the term for an additional one (1) year, which shall commence on July 1st, 2023 and naturally expire on June 30th, 2024, as allowed by the agreement.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$105,264.00

b) **Amount budgeted for this item in Account No:** This expense will be budgeted for in the FY 2023-2024 Proposed Charter School Budget within the Professional Svs-Tech Svs accounts for the following charter schools:

School Site	Account Coding	Amount	
East Elementary	170-569-5051-531310-6130-310-0000-00550	\$ 68,544	
Central Elementary	170-569-5051-531310-6130-310-0000-00552	\$ 18,360	
Central Middle	171-569-5052-531310-6130-310-0000-00554	\$ 18,360	
		Total	\$ 105,264

c) **Source of funding for difference, if not fully budgeted:** Not applicable.

d) **1 year projection of the operational cost of the project:**

	Current FY
Revenues	\$.00
Expenditures	\$105,264.00
Net Cost	(\$105,264.00)

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

FEASIBILITY REVIEW:

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

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(B) GRM Information Management Services of Miami, LLC & Information Consultants, Inc.- Back Scanning and Media Conversion Services - Renewal

1. On March 17th, 2021, the City entered into an Agreement with each of the following five (5) vendors in a pool, and each for an initial two (2) year period, commencing on March 17th, 2021, and expiring on March 16th, 2023.

- a. GRM Information Management Services of Miami, LLC.
- b. Information Consultants, Inc.
- c. Advanced Data Solutions Inc.
- d. Global Solutions Group, Inc.
- e. Pioneer Technology Group, LLC

2. The pool of vendors provides Back Scanning and Media Conversion services on an as needed basis to various departments City-wide, including, but not limited to the office of the City Clerk, the Police Department, and the Charter Schools.

3. Section 3.2 of each of the Original Agreements authorizes the renewal thereof for two (2), additional, two (2) year renewal terms, upon mutual consent, evidenced by written Amendments.

4. During the initial term of the agreements, three of the five vendors in the pool were unable to provide the City with the services as agreed, pursuant to each agreement. Furthermore, the City did not receive any services from or issue any payments to those three (3) vendors. As a result, the City Clerk's Office has decided to recommend on behalf of all the departments that utilize these services that the City exercise its renewal option only with the following two vendors that were able to successfully comply with the agreement.

- a. GRM Information Management Services of Miami, LLC.
- b. Information Consultants, Inc.

5. The City Clerk's Office, on behalf of the Departments City-wide, recommends that the City Commission approve the First Amendments with GRM Information Management Services of Miami, LLC and with Information Consultants, Inc., each for a two (2) year, renewal term commencing on March 17th, 2023, and expiring on March 16th, 2025, as allowed by each Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$314,000
- b) **Amount budgeted for this item in Account No:** \$314,000 in Account 001-519-1001-534050-0000-000-0000 (Contractual microfilming)
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable.
- d) **2-year projection of the operational cost of the project:**

	FY 2022-23		FY 2023-24	FY 2024-25
Revenues	\$.00	\$.00	\$.00	
Expenditures	\$78,500.00		\$157,000.00	\$78,500.00
Net Cost	\$78,500.00		\$157,000.00	\$78,500.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

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

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

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

1. On September 4th, 2018, the City entered into a Business Lease Agreement with Safeguard Services, Inc. for an initial, one (1) year period which expired on May 31st, 2019.
2. Safeguard Services, Inc. leases a portion of the premises located at 13975 Pembroke Road, Suite B, Pembroke Pines, FL 33027 from the City of Pembroke Pines.
3. Section 1 of the Original Agreement authorizes renewal of the term for additional one (1) year periods.
4. On January 30th, 2019, the parties executed the First Amendment to the Original Agreement to renew the term for an additional year, which expired on May 31st, 2020.
5. On May 12th, 2020, the parties executed the Second Amendment to the Original Agreement, as amended, to clarify the rent amounts with and without sales tax, for the periods from April 1st, 2018, to May 31st, 2021, and to renew the term for one additional year, which expired on May 31st, 2021.
6. On February 3rd, 2021, the parties executed the Third Amendment to the Original Agreement, as amended, to renew the term for one additional year, which expired on May 31st, 2022.
7. On January 19th, 2022, the parties executed the Fourth Amendment to the Original Agreement, as amended, to renew the term for one additional year, which is set to expire on May 31st, 2023.
8. On July 14th, 2022, the parties executed the Amended and Restated Fourth Amendment to

the Original Agreement, as amended, to reduce the size of the rented premises and to reduce the rent amounts effective July 1st, 2022, to \$12,882 annually, and \$1,073.50 monthly (both inclusive of sales tax), and for the remainder of the term which is set to expire on May 31st, 2023.

9. The Public Services Department recommends that the City Commission approve this Fifth Amendment to amend and restate the rent amounts to \$10,848 annually (not including sales tax), effective July 1st, 2022 and to renew the term for a one (1) year period commencing on June 1st, 2023, and expiring on May 31st, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Revenue: \$10,848.00 plus sales tax as applicable. This amount includes \$678.00 for all utility charges.

b) Amount budgeted for this item in Account No:

001-000-6001-362030-0000-000-0000 Rental - City Facilities

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

d) 1-year projection of the operational revenues:

	FY 2022-23	FY 2023-24
Revenues	\$3,616.00	\$7,232.00
Expenditures	\$0.00	\$0.00
Net Revenue	\$3,616.00	\$7,232.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

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

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(D) Synalovski Romanik Saye, LLC - Parks Architectural and Engineering Services - Renewal

1. On June 3rd, 2020, the City entered into an Agreement with Synalovski Romanik Saye, LLC for an initial three (3) year period, which expires on June 2nd, 2023.

2. Synalovski Romanik Saye, LLC provides the City with parks architectural and engineering services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional three (3) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. On December 1st, 2021, the Parties executed the First Amendment to the Original Agreement to increase the contract value by \$105,000.00 to allow for phase three (3) of the renovation of the West Pines Soccer Park Fields 5 & 6 and the completion of design documents for the renovation of the softball fields at Silver Lakes South Park.

5. The Recreation and Cultural Arts Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment to reduce the compensation amount from \$355,000.00 to \$250,000.00 and to renew the term for an additional three (3) year period which shall commence on June 3rd, 2023 and naturally expire on June 2nd, 2026, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$250,000

b) **Amount budgeted for this item in Account No:** This contract is utilized as needed. When a larger project is anticipated, the cost of these services is built into the budget for that project. For smaller miscellaneous projects, we budget annually \$50,000 in 001-572-7001-531500-0000-000-0000 - Professional Services for miscellaneous work.

c) **Source of funding for difference, if not fully budgeted:** Budget Transfer will be requested as needed

d) **3 year projection of the operational cost of the project:** Below is an estimate on how the \$250,000 may be allocated over the three years.

	Year 1	Year 2	Year 3
Revenues	\$.00	\$.00	\$.00
Expenditures	\$85,000.00	\$85,000.00	\$80,000.00
Net Cost	\$.00	\$.00	\$.00

e) **Detail of additional staff requirements:** None

FEASIBILITY REVIEW:

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

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(E) Robert Warren Enterprises, Inc. d/b/a Occupational Medical Centers of America - Annual Physical Examinations - Non-renewal

1. On October 19th, 2016, the City entered into an Agreement with Occupational Medical Centers of America, for an initial two (2) year period, commencing on November 15th, 2016, and expiring on November 14th, 2018.
2. On February 23rd, 2017, the Parties executed an Assignment and Assumption Agreement in which the CITY consented to the assignment of Occupational Medical Centers of America's interest in the Original Agreement to Robert Warren Enterprises, Inc. d/b/a Occupational Centers of America.
3. The City of Pembroke Pines Fire Department utilizes Robert Warren Enterprises, Inc. to provide annual physical examinations to firefighters.
4. Section 3.2 of the Original Agreement allowed for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
5. On September 6th, 2018, the Parties executed the First Amendment to enter into the first, two (2) year, renewal period, which expired on November 14th, 2020.
6. On August 19th, 2020, the Parties executed the Second Amendment to enter into the second, and final, two (2) year, renewal period, which expired on November 14th, 2022.
7. On November 15th, 2022, the Parties executed the Third Amendment to extend the agreement for 180 days which will expire on May 14th, 2023.
8. The agreement does not allow for any further renewals, and the Fire Department has begun a new procurement process to secure the provision of these services.

(F) DeAngelo Contracting Services, LLC - Operation, Maintenance, and Management of the City's Right of Ways - Non-renewal

1. On October 29th, 2013, the City entered into an Agreement with DBI Services, LLC for an initial five (5) year period, which expired on October 30th, 2018.
2. DeAngelo Contracting Services, LLC provides the City with the operation, maintenance, and management of the City's Right of Ways.
3. Section 5.2 of the Original Agreement authorizes the renewal of the Original Agreement for one (1) additional five (5) year renewal terms upon mutual consent, evidenced by a written Amendment, extending the term thereof.
4. On March, 15th, 2016, the City executed the First Amendment to the Original Agreement to

increase the scope of work related to street sweeping and additional routine maintenance, to also allow the Contractor to perform repairs that are not included in the scope of work such as repairs to the roadway lighting and inspections, cleaning, and repairs to existing drainage systems that service the public road. Furthermore, the First Amendment increased the annual fee from \$887,550.00 to \$1,041,550 and added an owner's contingency amount of \$200,00.00.

5. On June 4th, 2018, The City executed the Second Amendment to the Original Agreement, as amended, to increase the annual fee from \$1,041,550.00 to \$1,145,705.00 and to renew the term for the additional five (5) year period which expires on October 31st, 2023.

6. The Public Services Department is satisfied with the performance and execution of the Original Agreement, as amended, but at this time there is no further renewals available, and a new procurement process has been started to secure these services.

(G) Planet T Uniforms, Inc.-Charter School Uniforms-Non-Renewal

1. On October 19th, 2017, the City entered into an Agreement with Planet T Uniforms, Inc. for an initial three (3) year period, which naturally expired on October 18th, 2020.

2. Planet T Uniforms, Inc. provides school uniform service to the City's Charter Schools for approximately 6,034 students and includes the following revenue generating items for the City's Charter School system.

- A) 20% Franchise Fee for Logo Items
- B) 50% Franchise Fee for Physical Education (P.E.)/Gym T-Shirts
- C) 10% Franchise Fee for Non-Logo Items
- D) \$5.00 Surcharge for Logo Items (Non-Physical Education Items)

3. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for one (1) additional three (3) year renewal term upon mutual consent, evidenced by a written Amendment.

4. On May 6th, 2020, the City Commission approved the First Amendment to the Original Agreement to revise and supplement the terms of the Original Agreement and to extend the term thereof for an additional three (3) year period which will naturally expire on October 18th, 2023.

5. On April 20th, 2022, the City Commission approved the Second Amendment to the Original Agreement, as amended, to revise and supplement the terms of the Original Agreement, as amended, and to increase the sale pricing of the Charter School uniforms effective June 1st, 2022, through October 18th, 2023.

6. The City of Pembroke Pines Charter Schools is satisfied with the performance and execution of the Original Agreement, as amended, but at this time there are no further renewals available, and the Department will begin a new procurement process for these services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2022

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

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

PRODUCER Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660	CONTACT NAME: PHONE (A/C, No, Ext): 305-887-5999 E-MAIL ADDRESS: cig@coastalinsgroup.com FAX (A/C, No): 305-887-7809
INSURED ROBERT WARREN ENTERPRISES d.b.a Occupational Medicine 12014 Miramar Parkway Miramar FL 33025	INSURER(S) AFFORDING COVERAGE INSURER A : Nationwide Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25453

COVERAGES**CERTIFICATE NUMBER:** 336747726**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ACBPBPOZ5905183707	10/28/2022	10/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACBPBPOZ5905183707	10/28/2022	10/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACBPBPOZ5905183707	10/28/2022	10/28/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			ACPWCD5915183707	10/28/2022	10/28/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	BUSINESS PERSONAL PROPERTY			ACBPBPOZ5905183707	10/28/2022	10/28/2023	\$200,200 DEDUCTIBLE \$ 500

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

Physicians medical offices
LOCATIONS 12014 Miramar Parkway
12012 Miramar Parkway
140 S.Federal Highway

The Certificate holder is named as additional insured with regard to the General Liability

CERTIFICATE HOLDER**CANCELLATION** 30 days

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

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

AUTHORIZED REPRESENTATIVE

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City of Pembroke Pines

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
ROBERT WARREN ENTERPRISES INC. D/B/A
OCCUPATIONAL MEDICAL CENTERS OF AMERICA**

THIS AMENDMENT (“Third Amendment”), dated November 15, 2022, is entered into by and between:

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

and

ROBERT WARREN ENTERPRISES INC. D/B/A OCCUPATIONAL MEDICAL CENTERS OF AMERICA, a For Profit Corporation, as listed with the Florida Division of Corporations, with a business address of **12014 Miramar Pkwy, Miramar, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **October 19, 2016**, the Parties entered into the Agreement (“Original Agreement”) to provide Annual Physical Examinations for the City’s Fire Department pursuant to Request for Proposals (“RFP”) # FI-10-03, for an initial **two (2) year period**, which expired on **November 14, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional, two (2) year** terms pursuant to written amendments to the Original Agreement; and,

WHEREAS, on **February 23rd, 2017**, the Parties executed the First Amendment to the Original Agreement to renew the term thereof for a **two (2) year** period which expired on November 14, 2020; and,

WHEREAS, on **August 19th, 2020**, the Parties executed the Second Amendment to the Original Agreement, as amended, to renew the term thereof for a **two (2) year** period which will expire on November 14, 2022; 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



City of Pembroke Pines

of the Agreement and desire to extend the term of their contractual relationship for **one hundred and eighty (180) days** pursuant to CITY Code of Ordinances §35.29(C), as set forth in this Third Amendment.

W I T N E S S E T H

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

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

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

SECTION 3. The Original Agreement is hereby extended for a one hundred and eighty (180) day period commencing on **November 15, 2022**, and naturally expiring on **May 14, 2023**.

SECTION 4. Section 4.2 of the Original Agreement, as amended, is hereby revised and amended to include Section 4.2.1 as set forth below:

4.2.1 Notwithstanding Section 4.2 of the Original Agreement, as amended, the total amount paid to CONTRACTOR for the extension period of one hundred and eighty (180) days for the services as identified in Exhibit "A" of the Original Agreement shall not exceed **FORTY-EIGHT THOUSAND, SIX HUNDRED AND FIFTEEN DOLLARS AND 00/100 CENTS (\$48,615.00)**.

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

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

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

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the



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

5.2.2 Is engaged in business operations in Syria.

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

6.1 Definitions for this Section.

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

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

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

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

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

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

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

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



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

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

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

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

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

SECTION 11. This Third Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS



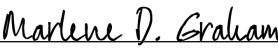
City of Pembroke Pines

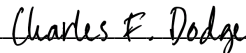
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:


CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:

E858EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK
November 15, 2022


DocuSigned by:

47B966ECFDAD4AC...
BY: CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:

A563A1DDEFD5417...
Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

**ROBERT WARREN ENTERPRISES INC.
D/B/A OCCUPATIONAL MEDICAL
CENTERS OF AMERICA**

DocuSigned by:

215A4B8EEC1E40E...
Signed By: Robert W. Fleigelman
Printed Name: Robert W. Fleigelman
Title: Director/Owner

Rojas, Dominique

From: Gunn, Scott
Sent: Wednesday, November 9, 2022 3:37 PM
To: Rojas, Dominique; Garcia, Oniel
Cc: Contracts; Troncoso, Ruben; Rodriguez, Marcelino
Subject: RE: Robert Warren Enterprises, Inc. - Firefighter Annual Medical Examinations - Upcoming Contract Expiration & New Agreement

Good afternoon Oniel,

Please proceed with an 180 day extension as discuss in our previous conversations to this contact. We want to ensure the we have the ability to exit this extension for any reason, so please include some language to that affect.

Also as far as compensation method:

The total amount should **NOT** exceed **\$48,615.00**, which is half of the total amount of compensation from the current annual contract (\$97,230.00).

Feel free to contact me with any further questions on this request and thank you for your patience and hard work in this matter.



Scott Gunn

Division Chief
Pembroke Pines Fire Rescue
Class 1 Fire Department
(954) 499-9577
sgunn@ppines.com

From: Rojas, Dominique <drojas@ppines.com>
Sent: Tuesday, October 11, 2022 2:59 PM
To: Gunn, Scott <sgunn@ppines.com>; Garcia, Oniel <ogarcia@ppines.com>
Cc: Contracts <contracts@ppines.com>; Troncoso, Ruben <rtroncoso@ppines.com>
Subject: Robert Warren Enterprises, Inc. - Firefighter Annual Medical Examinations - Upcoming Contract Expiration & New Agreement

Dear Chief Gunn,

Good afternoon. While we stand by for the vendor pricing, we have a question for you. Could you please advise if it is anticipated that any grant funds would be used to cover any portion of the expenses under the agreement?

Kindest regards,

Dominique Rojas • Contracts Specialist
Finance Department



**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
ROBERT WARREN ENTERPRISES, INC.**

THIS SECOND AMENDMENT ("Amendment"), is dated this 19th day of August, 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

ROBERT WARREN ENTERPRISES, INC., a for profit corporation as listed with the Florida Division of Corporations, and with a business address of **12014 Miramar Parkway, Miramar, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereafter be collectively referred to as the "Parties".

WHEREAS, on October 19, 2016, the CITY and CONTRACTOR entered into the Original Agreement ("Original Agreement") to perform required annual physical examinations for the CITY's firefighters for an initial two (2) year period, commencing on November 15, 2016 and expiring on November 14, 2018; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement at the expiration of the initial term for two (2) additional two (2) year terms evidenced by a written amendment to the Original Agreement; and,

WHEREAS, on February 23, 2017, the Parties executed an Assignment and Assumption Agreement in which the CITY consented to the assignment of Occupational Medical Centers of America's interest in the Original Agreement to Robert Warren Enterprises, Inc.; and,

WHEREAS, on September 16, 2018, the Parties executed the First Amendment to the Original Agreement to enter into the first two (2) year renewal term commencing on November 15, 2018 and expiring on November 14, 2020; and,

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

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to include the HIPAA Business Associate Agreement, and various statutory provisions as set forth herein; and,



WHEREAS, the Parties further desire to execute the final **two (2) year renewal option** and amend the Original Agreement, as amended, 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 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. Article 2 of the Original Agreement, as amended, entitled "Services and Responsibilities" is hereby amended by the addition of Sections 2.8 and 2.9, as set forth below:

2.8 The CONTRACTOR shall keep strictly confidential and hold in trust all information provided by CITY pursuant to this Agreement, and shall not disclose or reveal any information to any third party without the express prior written consent of the CITY, or other interested party. CONTRACTOR shall comply with any applicable state or federal laws or regulations concerning confidentiality of protected information. Unauthorized disclosure of information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. CONTRACTOR shall immediately notify CITY of any unauthorized disclosure of information that comes to its knowledge. The provisions of this section shall survive the expiration or termination of this Agreement.

2.9 The CONTRACTOR shall, as part of this Agreement, review and execute a HIPAA Business Associate Agreement, attached hereto as Exhibit "C," and upon execution incorporated herein.

SECTION 3. Section 4.4 of the Original Agreement, as amended, is hereby amended as set forth below:

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

SECTION 4. Sections 8.6.3 and 8.6.5 of the Original Agreement, as amended, are hereby deleted:

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

- ~~1. Any Auto (Symbol 1)~~
- ~~Combined Single Limit (Each Accident) — \$1,000,000~~
- ~~2. Hired Autos (Symbol 8)~~
- ~~Combined Single Limit (Each Accident) — \$1,000,000~~



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

~~8.6.5 — Sexual Abuse may not be excluded from any policy.~~

SECTION 5 Section 8.6.4 of the Original Agreement, as amended, is hereby amended as set forth below.

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than ~~\$1,000,000~~ \$250,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

SECTION 6. Section 19.2 of the Original Agreement, as amended, is hereby amended as set forth below:

CITY CLERK
10100 PINES BOULEVARD, 5th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in Article 16.

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

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



SECTION 7. Sections 20.6 and 20.16 are hereby repealed and replaced as set forth below:

~~20.6. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:~~

~~CITY — Charles F. Dodge, City Manager
City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, Florida 33025
Telephone No. (954) 431-4884
Facsimile No. (954) 437-1149~~

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

~~Contractor — Robert W. Fleigelman, Director/Owner
Occupational Medical Centers of America
12014 Miramar Parkway
Miramar, FL 33025
Telephone No. (954) 438-6228
Facsimile No. (954) 438-1596
E-Mail: omcadoc@comcast.net~~

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

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.



3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: **Robert Warren Enterprises, Inc.**
Robert Fleigelman
12014 Miramar Parkway
Miramar, FL 33025
E-mail: omcadoc@comcast.net
Telephone No: 954-438-6228

~~20.16 Compliance with Statutes: It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; specifically the Jessica Lunsford Act Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.~~

20.16 Compliance with Laws. The Parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their duties, responsibilities and obligations pursuant to this Agreement including, but not limited to Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its amendments, including but not limited to the HITECH Act of 2009, and Chapter 119, Florida Statutes (the "Florida Public Records Law"). The CONTRACTOR shall also be required to execute a HIPAA Business Associate Agreement, attached to this Agreement as Exhibit "C" and incorporated herein.

SECTION 8. The Original Agreement is hereby amended by the addition of **Article 21** entitled "**Scrutinized Companies**", as set forth below:

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

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

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



21.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

21.1.2.2 Is engaged in business operations in Syria.

SECTION 9. The Original Agreement, is hereby renewed for the final **two (2) year** renewal period commencing on **November 15, 2020** and terminating on **November 14, 2022**.

SECTION 10. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 11. 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 12. 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.

SECTION 13. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 14. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

SECTION 15. Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.




City of Pembroke Pines

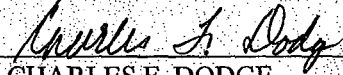
IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

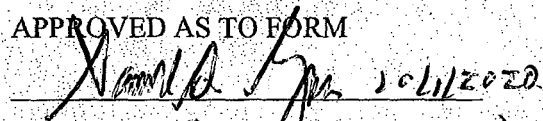
CITY:

CITY OF PEMBROKE PINES

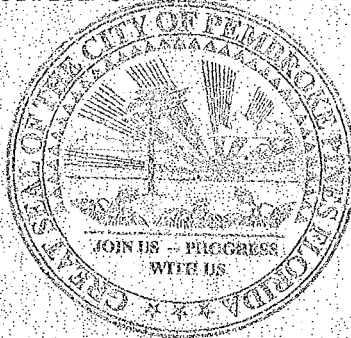

MARLENE D. GRAHAM,
CITY CLERK

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM



Print Name: SAMUEL S. GORAL

OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

ROBERT WARREN ENTERPRISES, INC.

Signed By: 
Name: Robert Fleigelman
Title: Pres.

BUSINESS ASSOCIATE AGREEMENT (HIPAA)

This Privacy Agreement ("Agreement"), is effective upon signing this Agreement and is entered into by and between the City of Pembroke Pines ("Covered Entity") and Robert Warren Enterprises, Inc. (the "Business Associate").

I. Term. This Agreement shall remain in effect for the duration of this Agreement and shall apply to all of the Services and/or Supplies delivered by the Business Associate pursuant to this Agreement.

II. HIPAA Assurances. In the event Business Associate creates, receives, maintains, or otherwise is exposed to personally identifiable or aggregate patient or other medical information defined as Protected Health Information ("PHI") in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations ("HIPAA") and otherwise meets the definition of Business Associate as defined in the HIPAA Privacy Standards (45 CFR Parts 160 and 164), Business Associate shall:

- (a) Recognize that HITECH (the Health Information Technology for Economic and Clinical Health Act of 2009) and the regulations thereunder (including 45 C.F.R. Sections 164.308, 164.310, 164.312, and 164.316), apply to a business associate of a covered entity in the same manner that such sections apply to the covered entity;
- (b) Not use or further disclose the PHI, except as permitted by law;
- (c) Not use or further disclose the PHI in a manner that had the Covered Entity done so, would violate the requirements of HIPAA;
- (d) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI) to protect the confidentiality, integrity, and availability of and to prevent the use or disclosure of the PHI other than as provided for by this Agreement;
- (e) Comply with each applicable requirements of 45 C.F.R. Part 162 if the Business Associate conducts Standard Transactions for or on behalf of the Covered Entity;
- (f) Report promptly to the Covered Entity any security incident or other use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware;
- (g) Ensure that any subcontractors or agents who receive or are exposed to PHI (whether in electronic or other format) are explained the Business Associate obligations under this paragraph and agree to the same restrictions and conditions;
- (h) Make available PHI in accordance with the individual's rights as required under the HIPAA regulations;
- (i) Account for PHI disclosures for up to the past six (6) years as requested by Covered Entity, which shall include: (i) dates of disclosure, (ii) names of the

entities or persons who received the PHI, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose and basis of such disclosure; (j) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining Customer's compliance with HIPAA; and (k) Incorporate any amendments or corrections to PHI when notified by Customer or enter into a Business Associate Agreement or other necessary Agreements to comply with HIPAA.

III. Termination Upon Breach of Provisions. Notwithstanding any other provision of this Agreement, Covered Entity may immediately terminate this Agreement if it determines that Business Associate breaches any term in this Agreement. Alternatively, Covered Entity may give written notice to Business Associate in the event of a breach and give Business Associate five (5) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Business Associate if Covered Entity reasonably determines that Business Associate has breached its obligations under this Agreement. In the event that termination of this Agreement and the Agreement is not feasible, Business Associate hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this Agreement or Agreement to the contrary.

IV. Return or Destruction of Protected Health Information upon Termination. Upon the termination of this Agreement, unless otherwise directed by Covered Entity, Business Associate shall either return or destroy all PHI received from the Covered Entity or created or received by Business Associate on behalf of the Covered Entity in which Business Associate maintains in any form. Business Associate shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible upon termination of this Agreement, Business Associate shall provide to Covered Entity notification of the condition that makes return or destruction infeasible. To the extent that it is not feasible for Business Associate to return or destroy such PHI, the terms and provisions of this Agreement shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Business Associate maintains such Protected Health Information.

V. No Third Party Beneficiaries. The parties agree that the terms of this Agreement shall apply only to themselves and are not for the benefit of any third party beneficiaries.

VI. De-Identified Data. Notwithstanding the provisions of this Agreement, Business Associate and its subcontractors may disclose non-personally identifiable information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.

VII. Interpretation and Amendment of this BA Agreement. To the degree the terms of this BA Agreement conflict with the terms of any underlying contract, the terms of this

BA Agreement shall control. A reference in this BA Agreement to a section of the Privacy Rule means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule, the Security Rule, and the HITECH Act. The parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA and for Business Associate to provide services to Covered Entity. However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and agreed to by both parties.

VIII. Definitions. Capitalized terms used in this Agreement shall have the meanings assigned to them as outlined in HIPAA and its related regulations.

IX. Survival. The obligations imposed by this Agreement shall survive any expiration or termination of this Agreement.

COVERED ENTITY

By _____ Date _____

Print Name Charles F. Dodge Title: City Manager

BUSINESS ASSOCIATE

Signed by _____ Date _____

Print Name _____ Title: _____



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 15.

File ID: 20-0567

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/20/2020

Short Title: Contract Database Recommendations

Final Action: 08/19/2020

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

**(A) Camelot Community Care, Inc. - Behavioral Health Services -
Renewal - Charter Schools**

**(B) Granicus, Inc. - Legistar Software Maintenance and Closed
Captioning Services - Renewal - City Clerk Department**

**(C) Infor (US), Inc. - Smart Stream License, Support & Maintenance -
Renewal - Finance Department**

**(D) Robert Warren Enterprises, Inc. - Annual Physical Examinations -
Renewal - Fire Rescue Department**

**(E) Waste Pro of Florida, Inc. - Removal and Disposal of Grit and
Screening - Renewal - Utilities Department**

**(F) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal -
Utilities Department**

ITEMS (G) and (H) ARE NOT RENEWING; THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THESE ITEMS ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:

**(G) Strategic Products & Services, LLC. --Network Refresh at Various
City Facilities - Non Renewal - IT Department**

**(H) Lhoist North America of Alabama - Co-Op Purchase of Quicklime
for Water Treat at Water Treatment Plant - Non-Renewal - Utilities
Department**

*Agenda Date: 08/19/2020

Agenda Number: 15.

Internal Notes:

Attachments: 1. Contracts Database Report - August 19, 2020, 2. A. Camelot Community Care-Behavioral Health (All Backup), 3. B. Granicus Inc - Legistar Software Maintenance and CC Services (All Backup), 4. C. Infor US Inc. - Smart Stream (all backup), 5. D. Robert Warren Enterprises, Inc - Annual Physical Exams for Firefighters (All Backup), 6. E. Waste Pro of Florida, Inc - Grit and Screenings (all backup), 7. F. Airgas USA, LLC-Purchase of Carbon Dioxide CO-OP (All Backup), 8. G. Strategic Products & Services - Network Refresh (All Backup), 9. H. Lhoist Co-Op Agreement (Term 11.1.17 - 10.31.20) (all backup)

1	City Commission	08/19/2020	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Good Jr., Commissioner Schwartz, and Commissioner Chanzas	
		Nay: - 0		

SUMMARY EXPLANATION AND BACKGROUND:

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

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

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Camelot Community Care, Inc.-Behavioral Health Services-Renewal

1. On September 15, 2016, the City entered into an Agreement with Camelot Community Care, Inc. for an initial one (1) year period, commencing July 1, 2016 and expiring June 30, 2017.

2. The City of Pembroke Pines Charter Schools utilizes Camelot Community Care, Inc. to provide behavioral health services to children and families.

3. The Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On October 31, 2017, July 2, 2018, and August 14, 2019, the City entered into the First,

Second, and Third Amendments, respectively, extending the term of the Original Agreement, as amended, to June 30, 2020.

5. This Agreement has never been presented to City Commission for approval until now that the Schools anticipate a new estimated total compensation amount of \$28,754.00 for this renewal term. The cost during school year 2019-2020 was \$24,748.00.

6. The increase in compensation is attributed to the increase in student counseling fees from \$73.00 each to \$75.00 each and consultation fees from \$50.00 each to \$75.00 each.

7. The Contracts Division has been working diligently with the Charter Schools and the Vendor to obtain the necessary documentation to present the renewal of this agreement.

8. The Charter Schools recommends that the City Commission approve this Fourth Amendment for the one (1) year renewal term commencing July 1, 2020 and ending June 30, 2021 as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$28,754.00

b) **Amount budgeted for this item in Account No:** 172-569-5053-31310-5250-310

PROFESSIONAL & TECHNICAL SERVICES

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

d) **5 year projection of the operational cost of the project** "Not Applicable"

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	N/A	N/A	N/A	N/A
Expenditures	\$28,754.00	N/A	N/A	N/A	N/A
Net Cost	\$28,754.00	N/A	N/A	N/A	N/A

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

(B) Granicus, Inc. - Legistar Software Maintenance and Closed Captioning Services - Renewal

1. On October 11, 2016, the City entered into a Service Agreement with Granicus, Inc. for an initial three (3) year period, commencing October 11, 2016 and expiring October 10, 2019.

2. The City of Pembroke Pines City Clerk Department utilizes Granicus, Inc. to provide Legistar Software Maintenance and Closed Captioning Services.

3. Section 8.1 of the Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The City added additional services to the Original Agreement on December 21, 2016 (HD

Streaming), January 8, 2018 (Recurring Captioning Services), and March 1, 2018 (Closed captioning of archived footage), through the First, Second and Third Amendments, respectively.

5. On October 2, 2019 the City executed the Fourth Amendment which renewed the term of the Original Agreement, as amended, for the first one (1) year renewal term, commencing on October 1, 2019 and expiring on September 30, 2020, to coincide with the subscription period.

6. The City Clerk Department recommends that the City Commission approve this Fifth Amendment for the second one (1) year renewal term commencing October 1, 2020 and ending September 30, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$70,224.00
- b) **Amount budgeted for this item in Account No:** 1-519-1001-46801
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	FY 2020-2021		Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	N/A	N/A	N/A	N/A	
Expenditures	\$70,224.00		N/A	N/A	N/A	N/A
Net Cost	\$70,224.00	N/A	N/A	N/A	N/A	

- e) **Detail of additional staff requirements:** NA

(C) Infor (US), Inc. - Smart Stream License, Support & Maintenance - Renewal

1. On October 30, 2003, the City entered into an Agreement with GEAC Enterprise Solutions, Inc. for an initial one (1) year period commencing on October 30, 2003 and ending on October 29, 2004.
2. The vendor's Smart Stream accounting software package and software support is used by all the departments city-wide.
3. Pursuant to Section 2.1 of the Original Agreement, the term may be extended for an additional year on each anniversary of the Supplement.
4. The Agreement has been renewed for 16 successive years since the Original Agreement, with Extensity taking over from GEAC Enterprise Solutions in 2006, Infor, Global Solutions, Inc. taking over from Extensity in 2007, and Infor (US), Inc taking over from Infor Global Solutions, Inc in 2018.
5. The Finance Department recommends that the City Commission approve the renewal of this Agreement for an additional one (1) year term, commencing on October 30, 2020 and expiring

on October 29, 2021, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$103,517.82

b) Amount budgeted for this item in Account No: Amount will be budgeted in FY2020-21 in account 1-513-2001-46801 - I.T. Maintenance Contracts

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

d) 5 year projection of the operational cost of the project

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	N/A	N/A	N/A	N/A
Expenditures	\$103,517.82	N/A	N/A	N/A	N/A
Net Cost	\$103,517.82	N/A	N/A	N/A	N/A

e) Detail of additional staff requirements: Not Applicable

(D) Robert Warren Enterprises, Inc. - Annual Physical Examinations - Renewal

1. On October 19, 2016 the City entered into an Agreement with Occupational Medical Centers of America, as approved by the City Commission on September 7, 2016, for an initial two (2) year period, commencing on November 15, 2016 and expiring on November 14, 2018.

2. On February 23, 2017, the Parties executed an Assignment and Assumption Agreement in which the CITY consented to the assignment of Occupational Medical Centers of America's interest in the Original Agreement to Robert Warren Enterprises, Inc.

3. The City of Pembroke Pines Fire Department utilizes Robert Warren Enterprises, Inc. to provide annual physical examinations to firefighters.

4. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.

5. On September 16, 2018, the City entered into the First Amendment which executed the first two (2) year renewal commencing on November 15, 2018 and expiring on November 14, 2020.

6. The Fire Department recommends that the City Commission approve this Second Amendment for the final two (2) year renewal term commencing on November 15, 2020 and ending on November 14, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Total Renewal Cost: \$194,460

b) Amount budgeted for this item in Account No: 1-529-4003-31400 (Professional Services - Medical)

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

d) **5 year projection of the operational cost of the project** Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0.00	\$0.00	N/A	N/A	N/A
Expenditures	\$97,230.00	\$97,230.00	N/A	N/A	N/A
Net Cost	\$97,230.00	\$97,230.00	N/A	N/A	N/A

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

(E) Waste Pro of Florida, Inc. - Removal and Disposal of Grit and Screening - Renewal

1. On January 9, 2017, the City entered into an Agreement with Waste Pro of Florida, Inc. for an initial two (2) year period, commencing on January 1, 2017 and expiring on December 31, 2018.
2. The City of Pembroke Pines Utilities Department utilizes Waste Pro of Florida, Inc. to provide for the removal and disposal of grit and screenings from the City of Pembroke Pines Wastewater Treatment Plant located at 13955 Pembroke Road, Pembroke Pines, FL 33027.
3. Section 3.2 of the Original Agreement allows for two (2) additional two (2) year renewal terms upon mutual consent, evidenced by a written Amendment.
4. On October 1, 2018 the Parties entered into the First Amendment to increase the Hauling rate from \$1,050.00 to \$1,350.00 per 10 cubic yard and to enter into the first two (2) year renewal term.
5. The Utilities Department recommends that the City Commission approve this Second Amendment, to the Original Agreement, as amended, to increase the Hauling rate using the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPIW), Series CWUROOOOSEHG02, Garbage and trash collection in U.S. city average, urban wage earners and clerical workers, not seasonally adjusted, December 1983=100, Period M05.
6. The Utilities Department recommends that the City Commission approve the Second Amendment for the new Hauling rate of \$1,438.94 per 10 cubic yard and the second and final two (2) year renewal term commencing on January 1, 2021 and ending on December 31, 2022, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$180,977.24 (104 pickups at \$1,438.94/pickup and 175 tons of disposals at \$85/disposal fee) which includes a 10% contingency allowance of \$16,452.48.
- b) **Amount budgeted for this item in Account No:** \$135,732.93 Budgeted in Account No. 471-535-6022-34451 (Contract-Grit/Screenings) in FY2020-21
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) 5 year projection of the operational cost of the project

	1/1/2020-9/30/2021		10/1/2021-9/30/2022	10/1/2022-12/31/2022
Revenues	\$.00	\$.00	\$.00	
Expenditures	\$135,732.93	\$180,977.24	\$45,244.31	
Net Cost	\$135,732.93	\$180,977.24	\$45,244.31	

e) Detail of additional staff requirements: Not Applicable**(F) Airgas USA, LLC. - Purchase of Carbon Dioxide CO-OP - Renewal**

1. On October 7, 2019, the City Commission approved to enter into a CO-OP Agreement Bid # T-36-19 with Airgas USA, LLC for an initial one (1) year period, commencing October 7, 2019 and expiring October 6, 2020.

2. The City of Pembroke Pines Utilities Department utilizes Airgas USA, LLC. to provide Carbon Dioxide, Liquid, Bulk Delivery.

3. Section I (B) of the Original Agreement allows for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Utilities Department recommends that the City Commission approve this first Renewal for the one (1) year renewal term commencing October 7, 2020 and ending October 6, 2021, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$115,842 (\$224.50 x 516 tons or \$0.11 x 1,053,109 lbs.)

b) Amount budgeted for this item in Account No: \$115,842 in account #471-533-6031-52430 (Operating Chemicals) in FY2020-21.

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

d) 5 year projection of the operational cost of the project: This is a one year agreement that ends on October 6, 2021, with the option to renew for one additional one year period.

	FY 2020-21	Year 2	Year 3	Year 4	Year 5
Revenues	\$.00	N/A	N/A	N/A	N/A
Expenditures	\$115,842.00	N/A	N/A	N/A	N/A
Net Cost	\$115,842.00	N/A	N/A	N/A	N/A

e) Detail of additional staff requirements: Not Applicable**(G) Strategic Products & Services, LLC. - Network Refresh at Various City Facilities - Non Renewal**

1. On August 25, 2015, the City Commission approved to enter into an Agreement with

ADCAP Network Systems, Inc. for an initial five (5) year period, commencing August 25, 2015 and expiring August 24, 2020.

2. The City of Pembroke Pines Information Technology Department utilizes ADCAP Network Systems, Inc. to provide the replacement/upgrade of the network equipment for various City Facilities.

3. On March 1, 2016 the City entered into the First Amendment of the Original Agreement in which ADCAP Network Systems, Inc. assigned all of its interest to Strategic Products & Services, LLC.

4. The Information Technology Department does not wish to renew this Agreement since the services delivered have since been replaced by Cisco SmartNet.

(H) Lhoist North America of Alabama - Co-Op Purchase of Quicklime for Water Treat at Water Treatment Plant - Non-Renewal

1. On October 4, 2017, the City Commission approved a Co-Op Agreement with Lhoist North America of Alabama, LLC for an initial three (3) year period, commencing November 1, 2017 and expiring October 31, 2020.

2. The City of Pembroke Pines Utilities Department utilizes the Co-Op Agreement with Lhoist North America of Alabama, LLC to purchase quicklime for the purpose of water treatment.

3. Although the Original Agreement allows for three (3) additional one (1) year renewal terms, the lead agency for this Co-Op (City of Tamarac) is rebidding the services. In the event the re-bid process is not completed at the time the current agreement expires, the lead agency plans to extend the agreement for the gap period.

4. The Utilities Department will present the new Co-Op Agreement once it is available.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2020

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 Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660		CONTACT NAME: PHONE (A/C, No, Ext): 305-887-5999 FAX (A/C, No): 305-887-7809 E-MAIL ADDRESS: cig@coastalinsgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide Insurance Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1283587165 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		ACBPPOZ5985183707	10/28/2019	10/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACBPPOZ5985183707	10/28/2019	10/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ACPCAP5975183707	10/28/2019	10/28/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 product completed ope \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACPWCD5985183707	10/28/2019	10/28/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Physicians medical offices
LOCATIONS 12014 Miramar Parkway
140 S.Federal Highway
12012 Miramar Parkway
The Certificate holder is named as additional insured with regard to the General Liability

CERTIFICATE HOLDER

CANCELLATION 30 days

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INSURANCE	Issue Date: 09/12/2019
Effective Date: 11/11/2019	A Claims-Made Professional Liability Policy
First Named Insured: Robert W Fleigelman MD 12014 Miramar Pkwy. Miramar, FL 33025	IMPORTANT NOTICE: This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: Robert W Fleigelman MD	
Specialty: FGP01 - Family General Practice No Surgery	
Policy Number:	Policy Period:
0963594	From: 11/11/2019 To: 11/11/2020
Retroactive Date:	Departure Period:
11/11/2005	From: N/A To: N/A
The Insured above is: <input checked="" type="checkbox"/> A Named Insured <input type="checkbox"/> A Locum Tenens <input type="checkbox"/> An Additional Insured	Agency and Address: Founders Professional, LLC 2038 1st Avenue South Saint Petersburg, FL 33712 (727) 290-9801
<u>LIMITS OF LIABILITY</u>	
Claim Limit:	\$250,000
Aggregate Limit:	\$750,000

- I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.
- II. Individuals who occupy a "slot" share Limits of Liability with all others who occupy the same "slot" during the Policy Period.
- III. Photocopies of this document are deemed as valid as the original.
- IV. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.
- V. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.
- VI. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.

From: [Rotstein, Daniel](#)
To: [Rodriguez, Joaniris](#)
Subject: FW: Robert Warren Enterprises, Inc. dba Occupational Medical Centers of America-Annual Physical Exam
Date: Wednesday, September 30, 2020 5:55:49 PM
Attachments: [Robert Warren dba OCMA-Annual Physical Exam-2nd Amendment \(Vendor Executed\)\(R\).pdf](#)
[COI Medical Malpractice.pdf](#)
[COI.pdf](#)

Approved

From: Rodriguez, Joaniris
Sent: Wednesday, September 30, 2020 5:08 PM
To: Rotstein, Daniel <drotstein@ppines.com>
Cc: Contracts <contracts@ppines.com>
Subject: Robert Warren Enterprises, Inc. dba Occupational Medical Centers of America-Annual Physical Exam

Dear Dan,

Good afternoon. Could you please review the attached insurance documents and advise of your approval/comments. We have updated the Agreement to reduce the medical malpractice coverage. I have also attached that here for ease of reference.

Kindest Regards,

Joaniris Rodriguez
Finance Department
City of Pembroke Pines
601 City Center Way, Pembroke Pines, FL 33025
Main: 954-392-9435
Team Email: contracts@ppines.com
www.ppines.com



**FIRST AMENDMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
ROBERT WARREN ENTERPRISES, INC. D/B/A OCCUPATIONAL MEDICAL
CENTERS OF AMERICA**

THIS AGREEMENT, dated this 16th day of September ~~August~~ 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

Robert Warren Enterprises, Inc. d/b/a Occupational Medical Centers of America, a Company authorized to do business in the State of Florida, with a business address of **12014 Miramar Pkwy, Miramar, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to RFP #FI-10-03, on **October 19, 2016**, the CITY and CONTRACTOR entered into the Original Agreement for **Annual Physical Examinations for Firefighters** for an initial **two (2) year period**, expiring on **November 14, 2018**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for **two (2) additional two (2) year terms** upon mutual consent, evidenced by a written Amendment; and,

WHEREAS, on **February 23, 2017**, the Parties executed an **Assignment and Assumption** to the Original Agreement in which the CITY consented to the assignment of OCCUPATIONAL MEDICAL CENTERS OF AMERICA's interest in the existing Agreement to ROBERT WARREN ENTERPRISES, INC./CONTRACTOR; and,

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

WHEREAS, the Parties specifically seek to execute the **first two (2) 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 **first two (2) year renewal period commencing on November 15, 2018, and terminating on November 14, 2020.**

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

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by this First 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:

CITY:

CITY OF PEMBROKE PINES

Marlene D. Graham
MARLENE D. GRAHAM,
CITY CLERK

BY:

Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

ROBERT WARREN ENTERPRISES, INC. d/b/a
OCCUPATIONAL MEDICAL CENTERS OF
AMERICA

Marisol Batista
Print Name

BY:

Robert Fleigelman
Print Name: Robert Fleigelman MD
Title: pres

Theodore A. Fuller
Print Name

STATE OF FLORIDA)

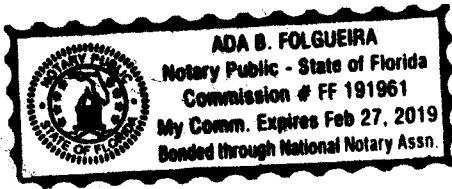
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert Fleigelman as President of **ROBERT WARREN ENTERPRISES, INC. d/b/a OCCUPATIONAL MEDICAL CENTERS OF AMERICA**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **ROBERT WARREN ENTERPRISES, INC. d/b/a OCCUPATIONAL MEDICAL CENTERS OF AMERICA**, 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 13 day of August, 2018.



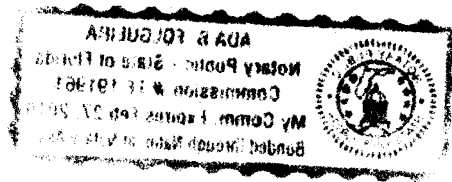
City of Pembroke Pines



NOTARY PUBLIC

ADA B. FOLGUEIRA

(Name of Notary Typed, Printed or Stamped)



Attachment _____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, Robert Fleigelman^{pres.}, on behalf of Robert Warren Enterprises
Print Name and Title Company Name 21619 Occupational MEDICINE
certify that Robert Warren Enterprises does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Robert Warren Enterprises
COMPANY NAME

[Signature]
SIGNATURE

Robert Steigelmans
PRINT NAME

pres
TITLE

Must be executed and returned with attached proposal to be considered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2018

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 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 Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660		CONTACT NAME: PHONE (A/C, No, Ext): 305-887-5999 FAX (A/C, No): 305-887-7809 E-MAIL ADDRESS: cig@coastalinsgroup.com	
INSURED ROBERT WARREN ENTERPRISES d.b.a Occupational Medicine 12014 Miramar Parkway Miramar FL 33025		INSURER(S) AFFORDING COVERAGE INSURER A : Nationwide Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
OCCUP-1		NAIC # 25453	

COVERAGES

CERTIFICATE NUMBER: 1625066818

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACPBP0Z5965183707	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			ACPWCD5935183707	10/28/2017	10/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property			ACPBP0Z5965183707	10/28/2017	10/28/2018	Business Per Property 28,400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Pembroke Pines Fire Department is listed as additional insured with respect to the General Liability

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines Fire Department 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2018

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PRODUCER Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660	CONTACT NAME: PHONE (A/C, No, Ext): 305-887-5999 E-MAIL ADDRESS: cig@coastalinsgroup.com FAX (A/C, No): 305-887-7809
INSURED ROBERT WARREN ENTERPRISES d.b.a Occupational Medicine 12014 Miramar Parkway Miramar FL 33025	INSURER(S) AFFORDING COVERAGE INSURER A : Nationwide Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25453

COVERAGES

CERTIFICATE NUMBER: 1432175342

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACBPQZ5965183707	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACPWCD5935183707	10/28/2017	10/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property			ACBPQZ5965183707	10/28/2017	10/28/2018	Business Per Property 28,400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Pembroke Pines Public Services Department, Procurement Division is listed as additional insured

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines Public Services Department, Procurement Division 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2018

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PRODUCER Coastal Insurance Group 150 Westward Drive Miami Springs FL 33166-1660		CONTACT NAME: PHONE (A/C, No, Ext): 305-887-5999 FAX (A/C, No): 305-887-7809 E-MAIL ADDRESS: cig@coastalinsgroup.com	
INSURED ROBERT WARREN ENTERPRISES d.b.a Occupational Medicine 12014 Miramar Parkway Miramar FL 33025		INSURER(S) AFFORDING COVERAGE INSURER A : Nationwide Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
OCCUP-1		NAIC # 25453	

COVERAGES

CERTIFICATE NUMBER: 1827678552

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.

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A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ACBPPOZ5965183707	10/28/2017	10/28/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			ACPWCD5935183707	10/28/2017	10/28/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property			ACBPPOZ5965183707	10/28/2017	10/28/2018	Business Per Property 28,400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate holder is named as additional insured with regard to the General Liability

CERTIFICATE HOLDER**CANCELLATION**

City of Pembroke Pines 601 City Center Way Pembroke Pines FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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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: 11.

File ID: 18-0793

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 07/19/2018

Short Title: Contract Database Recommendations

Final Action: 08/01/2018

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

- (A) ROBERT WARREN ENTERPRISES, INC. D/B/A OCCUPATIONAL MEDICAL CENTER OF AMERICA - FIREFIGHTER ANNUAL PHYSICAL EXAMINATIONS
- (B) INFOR (US), INC. - SMART STREAM LICENSE, SUPPORT & MAINTENANCE

***Agenda Date:** 08/01/2018

Agenda Number: 11.

Internal Notes:

Attachments: 1. Contract Database Report, 2. Robert Warren Enterprises, Inc. dba Occupational Medical Center of America - Medical Examinations Agreement (ALL BACKUP), 3. Infor (US), Inc. - Smart Stream Licensing (ALL BACKUP)

1	City Commission	08/01/2018	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				

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

- (A) ROBERT WARREN ENTERPRISES, INC. D/B/A OCCUPATIONAL MEDICAL CENTER OF AMERICA - FIREFIGHTER ANNUAL PHYSICAL EXAMINATIONS
- (B) INFOR (US), INC. - SMART STREAM LICENSE, SUPPORT & MAINTENANCE

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 July & August 2018 Contract Database Reports.

(A) Robert Warren Enterprises, Inc. d/b/a Occupational Medical Center of America - Firefighter Annual Physical Examinations

1. On September 7, 2016, the City Commission approved to enter into a Medical Examination Services Agreement with Occupational Medical Center of America for an initial two (2) year period commencing on November 15, 2016, and expiring November 14, 2018.
2. The services of Occupational Medical Center of America are utilized by the Pembroke Pines Fire Department which provides the Firefighters with Annual Physical Examinations.
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. On November 29, 2017, the City Commission approved to enter into an Assignment and Assumption Agreement for the change from Occupational Medical Center of America to Robert Warren Enterprises, Inc. d/b/a Occupational Medical Centers of America.
5. The Fire Department recommends that the City renew the agreement for an additional two (2) year term, commencing on November 15, 2018, and expiring November 14, 2020.

(B) Infor (US), Inc. - SmartStream License, Support & Maintenance

1. The City of Pembroke Pines has the option to renew the maintenance agreement with Infor (US), Inc. which commenced on October 30, 2017, and expires on October 29, 2018.

2. Infor (US), Inc. is the developer and support for SmartStream, the City's Accounting Software package.

3. Pursuant to Section 3 of the renewal agreement executed October 16, 2017, it may be renewed for additional one (1) year terms.

4. The Finance Department recommends that the City renew this agreement for an additional one (1) year term, commencing October 30, 2018 and expiring October 29, 2019.

FINANCIAL IMPACT DETAIL:

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



AGREEMENT

THIS IS AN AGREEMENT, dated the 19th day of October, 2016, by and between:

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

and

OCCUPATIONAL MEDICAL CENTERS OF AMERICA, a company authorized to do business in the State of Florida, with a business address of **12014 Miramar Parkway, Miramar, FL 33025**, hereinafter referred to as "CONTRACTOR".

WHEREAS, the City operates the **Fire Rescue Department**, which require **annual physical examinations for firefighters**;

WHEREAS, on August 24, 2010, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide Annual Physical Examinations for the City's Fire Department as more particularly described in RFP # FI-10-03 "Firefighter Annual Medical Examinations"; and

WHEREAS, on September 14, 2010, the bids were opened at the offices of the City Clerk, and

WHEREAS, on October 6, 2010, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR, and

WHEREAS, on January 18, 2012, *nunc pro tunc* October 6, 2012, the CITY and the CONTRACTOR entered into an Agreement for an initial two (2) year period expiring on September 30, 2012; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for two (2) additional two (2) year terms by the mutual written consent of the Parties; and,

WHEREAS, on January 29, 2013, *nunc pro tunc* November 15, 2012, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for the first two (2) year renewal period effective November 15, 2012 and terminating on November 14, 2014 and amended the original proposed price by a 6.05% increase, consistent with the published CPI; and,

WHEREAS, on November 18, 2014, the Parties executed the Second Amendment to the



Original Agreement which renewed the term of the Original Agreement for the final two (2) year renewal period effective November 15, 2014 and terminating on November 14, 2016 and amended the original proposed price by a 6.20% increase, consistent with the published CPI; and,

WHEREAS, the agreements between the Parties are set to expire and the Parties have been satisfied with the performance and execution of the Agreement and desire to reaffirm and clarify their relationship; and,

WHEREAS, pursuant to Section 35.18(C)(7)(b) of the City's Procurement Code, health services involving examination, diagnosis, treatment, prevention, medical consultation or administration are not subject to the competitive procurement requirements;

WHEREAS, the Parties specifically seek to execute a two (2) year agreement with two (2) additional two (2) year terms by the mutual written consent of the Parties.

W I T N E S S E T H:

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

ARTICLE 1 **PREAMBLE**

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

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **firefighter annual medical examinations**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.



2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **firefighter annual medical examinations**, as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3

TERM AND TERMINATION

3.1 CONTRACTOR shall perform the services as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **two (2) year period** commencing on **November 15, 2016** and ending on **November 14, 2018**.

3.2 This Agreement may be renewed for **two (2) additional two (2) year terms** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

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

3.4 *Default by CONTRACTOR:* In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4



COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on an annual fee OF AN AMOUNT NOT TO EXCEED **NINETY-SEVEN THOUSAND TWO HUNDRED THIRTY DOLLARS (\$97,230.00)**, payable in monthly payments for actual services performed paid in accordance with CONTRACTOR's pricing schedule set forth in its proposal attached hereto as **Exhibit "B"**. Future price adjustments, up or down shall be based on the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CUUR0000SAM2 – Medical Care Professional Services for the month of April or 4%, whichever is less, but not less than zero (0%), and shall be made in writing at the contract renewal period.

4.3 The CITY shall within thirty (30) days, from the date the City's Fire Chief approves the Application for Payment, pay the CONTRACTOR the amount approved by the City's Fire Chief or his or her assignees.

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

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6 **BLANK**

ARTICLE 7 **INDEMNIFICATION**

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable



attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

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

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

ARTICLE 8 **INSURANCE**

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

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

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial



strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, 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.

8.6 REQUIRED INSURANCE

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

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

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

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

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and



his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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

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

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

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

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

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

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



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

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its



business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12

AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13

VENUE

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

ARTICLE 14

SIGNATORY AUTHORITY

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

ARTICLE 15



MERGER; AMENDMENT

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

ARTICLE 16 **DEFAULT OF CONTRACT & REMEDIES**

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure



shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.



ARTICLE 17

BANKRUPTCY

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

ARTICLE 18

DISPUTE RESOLUTION

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

18.2 Operations During Dispute.

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

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

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

PUBLIC RECORDS

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



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

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

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

19.1.4 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 the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

**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**

**ARTICLE 20
MISCELLANEOUS**



20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

CITY Charles F. Dodge, City Manager



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

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

771-4500 8

Contractor **Robert W. Fleigelman, Director/Owner**
Occupational Medical Centers of America
12014 Miramar Parkway
Miramar, FL 33025
Telephone No: (954) 438-6228
Facsimile No: (954) 438-1596
E-Mail: omcadoc@comcast.net

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

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

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

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** 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. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.



20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

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

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Compliance with Statutes:** It shall be the Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; specifically the Jessica Lunsford Act - Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.

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:

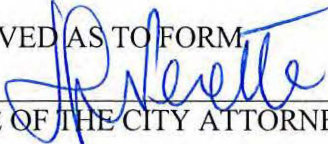

MARLENE D. GRAHAM,
CITY CLERK

CITY

BY:


CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

Witnesses:



HAROLD P.INAS
Print Name

Print Name

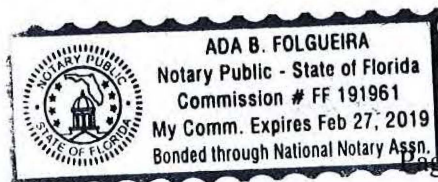
STATE OF FLORIDA

COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **OCCUPATIONAL MEDICAL CENTERS OF AMERICA**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **OCCUPATIONAL MEDICAL CENTERS OF AMERICA** 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 31 day of August, 2016.

NOTARY PUBLIC



ADA B. FOLGUEIRA
Name of Notary Typed, Printed or Stamped)



EXHIBIT A



City of Pembroke Pines



Frank C. Ortis, Mayor
Jack McCluskey, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Carl Shechter, Commissioner
Iris A. Siple, Commissioner

August 24, 2010

RFP # FI-10-03

REQUEST FOR PROPOSALS

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

"Firefighter Annual Medical Examinations" RFP # FI-10-03

Specifications may be obtained from the Public Services Department located at 13975 Pembroke Road, Pembroke Pines, Florida 33027, (954) 437-1111.

Proposals will be accepted until 2:00 p.m., Tuesday, September 14th, 2010, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at **2:30 p.m.**

For additional information please contact, Mike Vincent, Division Chief, Rescue Division @ 954-435-6704 or e-mail address mvincent@ppines.com.

Envelopes must be sealed and plainly marked:

"RFP # FI-10-03" "Firefighter Annual Medical Examinations"

The City Commission of the City of Pembroke Pines reserves the right to reject any and all proposals; to waive any and all informalities or irregularities, and to reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Pembroke Pines.

CITY OF PEMBROKE PINES

Judith A. Neugent
City Clerk

**August 24, 2010
FIREFIGHTER ANNUAL MEDICAL EXAMINATIONS
BID # FI-10-03**

The City of Pembroke Pines Fire Rescue Department is requesting bids for providing Firefighter Annual Physical Examinations to its approximately two-hundred thirty (230) employees. The following list of specifications for the firefighter annual physical examination is based on guidelines published by the National Fire Protection Association (NFPA) Standard 1582 (Comprehensive Occupational Medical Program for Fire Departments, 2007 Edition).

The examination shall be conducted on two (2) separate days to ensure that laboratory results will be available for review on Day Two. All specimens for laboratory testing will be obtained on Day One. Day Two will consist of the employee's physical examination by a licensed practitioner trained in Occupational Medicine (Doctor of Medicine or Osteopathy, Physician Assistant or Nurse Practitioner). The employee has the option to request that the physical examination is performed by a Medical Doctor or Doctor of Osteopathy when scheduling Day Two.

On Day Two, the examining practitioner will conduct a physical exam of the employee and a cardiac stress test to detect any physical or medical condition(s) that could adversely affect the employee's ability to safely perform essential job tasks (see the attached Essential Job Tasks and Descriptions). The winning bidder shall be able to accommodate at least six (6) firefighter "Day Two" examinations per week and should conduct the examination process within two hours.

The examination will consist of the following:

1. A review of laboratory results, personal medical history, family medical history and other risk factors, diet, supplements, stress factors, injuries in the past year, exercise habits and any health concerns of the firefighter. Counseling and corrective strategies for improving health shall be provided when indicated.

2. Components of the Standard Annual Physical

Day One – Laboratory Analysis

- Comprehensive metabolic panel with lipids (SMAC 25)
- Urinalysis (Urobilinogen, Nitrate, Blood, Bilirubin, Ketones, Glucose, Protein, PH/SG)
- CBC
- HIV screening
- Hepatitis A, B, C Antibody tests

Day Two – General Exam Components

- PPD skin test
- Vision testing
- A complete physical examination which includes flexibility, range of motion and strength testing
- Audiometry in a testing booth
- Spirometry including loop with interpretation
- Resting 12 Lead EKG with interpretation
- Yearly cardiac stress test (submaximal - 85%) for aerobic capacity measurement with estimated MET / VO2max scoring using the Bruce Treadmill Protocol (see attached VO2max conversion chart) conducted by a technician experienced in conducting stress testing protocols

- ❖ Maximal treadmill stress testing (100%) for male members over forty-five (45) years of age and female members over fifty-five (55) years of age with two or more risk factors for coronary disease as defined below:
 - Total cholesterol greater than 240 mg/dl
 - Systolic blood pressure greater than 140 and/or diastolic greater than 90.
 - Smoking
 - Diabetes mellitus
 - Family history of heart attack or cardiac death of parent or sibling before their sixtieth (60th) birthday.

3. Additions to the Standard Annual Physical (as indicated or requested)

- PSA annual >50 years of age
- PSA for >40 years of age if indicated by family history
- Pap smear for females (upon request)
- Mammogram for females (upon request)
- Chest x-ray, 2v – optional or with positive PPD
- Hepatitis B immunizations for new employees
- Hepatitis B booster, when needed
- Hepatitis A immunizations

The examining physician will discuss all test results with the employee and provide recommendations or suggestions for health improvement, as needed. The physician, within three business days of the exam, shall provide the Rescue Division a memorandum (via email or facsimile) stating that the employee was examined and that one of the following situations exists:

- The employee can perform all the requirements of the employee's job classification
- The employee can perform some of the job requirements and is recommended for light duty until cleared to return to work by a physician of the employee's choice.
- The employee can perform some of the job requirements and is recommended for light duty for a specific number of days (less than fifteen (15) and is to be seen again by the examining practitioner prior to returning to normal duty.
- The employee cannot return to work until cleared by a physician of the employee's choice.

The examining practitioner, hospital or clinic shall give no further information regarding the annual medical physical examination to the Rescue Division or any City Official or employee, unless required by law. In the event the employee is advised to see a physician of the employee's choice, the employee's physician shall contact the examining practitioner, within thirty (30) days, to advise him the employee is under his/her care.

The initial term of this contract, which begins in October 2010, is for a two year period with the option on the part of the City to renew for two additional two year periods.

Future price adjustment, up or down, shall be based on a nationally recognized or published index, such as CPI.

Submit one original and one complete copy of your request for proposal.

Estimated VO2 Max Prediction Table for Bruce Protocol

Seconds	VO2Max ml/kg/min	Seconds	VO2Max ml/kg/min	Seconds	VO2Max ml/kg/min
180-186	16.5	485-492	31.5	785-792	46.2
187-194	16.8	493-499	31.9	793-799	46.5
195-201	17.2	500-507	32.2	800-807	46.9
202-208	17.5	508-513	32.6	808-814	47.2
209-215	17.9	514-519	32.9	815-822	47.6
216-222	18.2	520-525	33.3	823-829	47.9
223-229	18.6	526-531	33.6	830-837	48.3
230-236	18.9	532-537	34	838-843	48.6
237-243	19.3	538-544	34.3	844-849	49
244-250	19.6	545-552	34.7	850-855	49.3
251-257	20	553-559	35	856-861	49.7
258-264	20.3	560-567	35.4	862-867	50
265-271	20.7	568-574	35.7	868-874	50.4
272-278	21	575-582	36.1	875-882	50.7
279-285	21.4	583-589	36.4	883-889	51.1
286-292	21.7	590-597	36.8	890-897	51.4
293-299	22.1	598-604	37.1	898-904	51.8
300-306	22.4	605-612	37.5	905-911	52.1
307-313	22.8	613-619	37.8	912-918	52.5
314-320	23.1	620-627	38.2	919-925	52.8
321-327	23.5	628-634	38.5	926-931	53.2
328-334	23.8	635-642	38.9	932-939	53.5
335-341	24.2	643-649	39.2	940-946	53.9
342-348	24.5	650-657	39.6	947-953	54.2
349-355	24.9	658-664	39.9	954-960	54.6
356-362	25.2	665-672	40.3	961-967	54.9
363-369	25.6	673-679	40.6	968-974	55.3
370-376	25.9	680-687	41	975-981	55.6
377-383	26.3	688-693	41.3	982-988	56
384-390	26.6	694-699	41.7	989-995	56.3
391-397	27	700-705	42	996-1001	56.7
398-404	27.3	706-711	42.4	1002-1008	57
405-411	27.7	712-717	42.7	1009-1015	57.4
412-418	28	718-724	43.1	1016-1021	57.7
419-425	28.4	725-732	43.4	1022-1028	58.1
426-432	28.7	733-739	43.8	1029-1035	58.5
433-439	29.1	740-746	44.1	1036-1042	58.8
440-447	29.4	747-754	44.4	1043-1049	59.2
448-454	29.8	755-762	44.8	1050-1056	59.5
455-462	30.1	763-769	45.1	1057-1063	59.9
463-469	30.5	770-774	45.5	1064-1070	60.2
470-477	30.8	775-784	45.8	1071-1077	60.6
478-484	31.2			1078-1084	60.9

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 ninety (90) 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 exist 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

The Contractor shall not commence work under this contract until he 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 sub-contract 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 Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. Financial Ratings shall be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the 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 thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

The Contractor shall hold the City of Pembroke Pines, Florida, their agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this contract and specifically name the City as an additional insured under their policy.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

REQUIRED INSURANCE

1. **COMPREHENSIVE 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 limits of liability:

1.	BODILY INJURY	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
2.	PROPERTY DAMAGE	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
3.	PERSONAL INJURY	
	(A) Annual Aggregate	\$1,000,000.00

4. Completed Operations and Products
Liability shall be maintained for
Two (2) years after the final payment
5. Property Damage Liability Insurance shall
Include Coverage for the following hazards:
X-explosion, C-collapse, U-underground.

2. **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:

1.	Workers Compensation	Statutory
2.	Employer's Liability	\$500,000 per occurrence

3. **COMPREHENSIVE AUTO LIABILITY**

1.	BODILY INJURY	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
2.	PROPERTY DAMAGE	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00

Coverage shall include owned, hired, and non-owned vehicles.

EXHIBIT B

PROPOSAL FORM

BID#: FI-10-03

DATE: September 14, 2010

TO: CITY OF PEMBROKE PINES
10100 PINES BOULEVARD
PEMBROKE PINES, FL 33026

IN ACCORDANCE WITH THE "Request for Proposals" dated August 24, 2010
"Firefighter Annual Medical Examinations" attached hereto as a part hereof the
undersigned proposes the following:

Total cost per employee

Per items 1 and 2 specifications:

\$ 375⁰⁰

As Needed additional itemized charges:

- PSA Annual over 50 years of age \$ 35⁰⁰
- PSA for over 40 years of age or
if indicated by family history \$ 35⁰⁰
- Pap Smear for female (upon request) \$ 35⁰⁰
- Mammogram for female (upon request) \$ 90⁰⁰
- Chest x-ray, 2v - optional or with positive PPD \$ 45⁰⁰
- Hepatitis B immunizations for new employees
when needed \$ 60⁰⁰
- Hepatitis B booster when needed \$ 60⁰⁰
- Hepatitis A immunizations when needed \$ 80⁰⁰

PLEASE PRINT

NAME Robert Fleigelman MD.

COMPANY OMCA OCCUPATIONAL MEDICINE CENTERS OF AMERICA

STREET ADDRESS: 12014 Miramar Pkwy

CITY & STATE: Miramar FL

ZIP CODE: 33025 TELEPHONE: 9544386228

E-MAIL ADDRESS OMCADOC@Comcast.NET

SIGNATURE: [Signature]
Robert Fleigelman MD.

EXHIBIT B

PRICING SCHEDULE

OMCA - Occupational Medical Centers of America
FI-10-03 Firefighter Annual Medical Examinations

	<u>2010</u>	<u>2012</u>	<u>2014</u>
Total Cost per employee per Item 1 and 2 of Specifications	\$ 375.00	\$ 399.38	\$ 424.14
As Needed additional itemized charges:		\$ -	
PSA Annual over 50 years of age	\$ 35.00	\$ 37.28	\$ 39.59
PSA Annual over 40 years of age, or if indicated by family history	\$ 35.00	\$ 37.28	\$ 39.59
PAP Smear for Female (upon request)	\$ 35.00	\$ 37.28	\$ 39.59
Mammogram for Female (upon request)	\$ 90.00	\$ 95.85	\$ 101.79
Chest X-Ray, 2v - optional or with positive PPD	\$ 45.00	\$ 47.93	\$ 50.90
Hepatitis B immunizations for new employees when needed	\$ 60.00	\$ 63.90	\$ 67.86
Hepatitis B Booster, when needed	\$ 60.00	\$ 63.90	\$ 67.86
Hepatitis A immunizations, when needed	\$ 80.00	\$ 85.20	\$ 90.48



City of Pembroke Pines, FL

Agenda Request Form

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

Agenda Number: 7.

File Number: 16-0276

File Type: Agreements/Contracts

Status: Passed

Version: 0

Reference: Annual Medical
Exams

Controlling Body: City Commission

Requester: Fire Chief

Initial Cost: \$ 194,460.00

Introduced: 07/07/2016

File Name: Firefighter Annual Medical Examinations Agreement

Final Action: 09/07/2016

Title: MOTION TO EXECUTE AN AGREEMENT WITH OCCUPATIONAL MEDICAL CENTERS OF AMERICA FOR FIREFIGHTER ANNUAL PHYSICAL EXAMINATIONS IN THE ANNUAL ESTIMATED AMOUNT OF \$97,230 FOR AN INITIAL TWO YEAR PERIOD.

Notes:

- Attachments:**
1. Draft Agreement
 2. Renewal Letter from Occupational Medicine Centers of America
 3. Original Agreement

Agenda Date: 09/07/2016

Agenda Number: 7.

Enactment Date:

Enactment Number:

History of Legislative File

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

SUMMARY EXPLANATION AND BACKGROUND:

1. A notice to bidders was advertised in August of 2010 and two responses were received. The purpose of the bid was to provide all firefighters with annual physical exams as required by the Collective Bargaining Agreement along with any additional test, procedures and immunizations, on an as needed basis.
2. On October 6, 2010, the City awarded RFP# FI-10-03 for the Firefighter Annual Physical Examinations to Occupational Medical Centers of America at a price of \$375 per exam plus the cost for "As needed additional itemized charges" for a two year period which expired of November 14, 2012.
3. The original agreement provided for two (2) two-year renewal terms upon mutual written consent of the parties.

4. On January 29, 2013, the City and Occupational Medical Centers of America executed the First Amendment to the original Agreement, thereby renewing the agreement through November 14, 2014 and increasing the price by a 6.05% increase, consistent with the published CPI.

5. On November 18, 2014, the City and Occupational Medical Centers of America executed the Second Amendment to the Original Agreement, thereby renewing the agreement for the final two year period through November 14, 2016 and increasing the price by a 6.20% increase, consistent with the published CPI.

6. Per Section 35.18 (C)(7)(b) of the City's Procurement Code, "Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration" is not subject to the competitive procurement requirement.

7. To date the parties have been satisfied with the performance and execution of the Agreement and the Fire Department wishes to continue utilizing the Occupational Medical Centers of America for the Firefighter Annual Physical Examinations.

8. Occupational Medical Centers of America has agreed to a continuation of their services at the present cost for the first two years of the new Agreement, expiring on November 14, 2018. Future price adjustments, up or down shall be based on the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CUUR0000SAM2 - Medical Care Professional Services for the month of April or 4%, whichever is less, but not less than 0%, and shall be made in writing at the contract renewal period.

9. Recommend Commission to execute an agreement with Occupational Medical Centers of America for Firefighter Annual Physical Examinations in the annual estimated amount of \$97,230 for an initial two year period.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$97,230.00 annually (210 employees x \$424.14 per exam, plus \$8,160.60 for additional items on an as needed basis)

b) Amount budgeted for this item in Account No: There is \$97,230.00 budgeted in account # 1-529-4003-31400 (Professional Services - Medical)

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

d) 5 year projection of the operational cost of the project: The proposed agreement is for a two year period commencing on November 15, 2016 and ending on November 14, 2018, which also allows for two (2) two-year renewal periods.

	FY 2016-17	FY 2017-18	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$97,230	\$97,230	\$0	\$0	\$0
Net Cost	\$97,230	\$97,230	\$0	\$0	\$0

e) Detail of additional staff requirements: Not Applicable.

**ASSIGNMENT AND ASSUMPTION OF FIREFIGHTER ANNUAL PHYSICAL
EXAMINATIONS AGREEMENT**

THIS AGREEMENT, dated this 23rd day of February 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

ROBERT WARREN ENTERPRISES, INC, a Florida Profit Corporation, authorized to do business in the State of Florida, with a business address of: **12014 Miramar Parkway, Miramar, FL 33025**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on October 6, 2010, the CITY entered into a two-year Agreement with two (2) two-year renewal options with OCCUPATIONAL MEDICAL CENTERS OF AMERICA, to perform required annual physical examinations for the City's firefighters; and,

WHEREAS, on January 29, 2013 and November 18, 2014, respectively, the CITY AND OCCUPATIONAL MEDICAL CENTERS OF AMERICA executed two-year renewals of the Agreement; and,

WHEREAS, on October 19, 2016, the CITY and OCCUPATIONAL MEDICAL CENTERS OF AMERICA executed a second two-year Agreement (hereinafter referred to as "existing Agreement") with two(2) additional two-year terms upon mutual written consent by the CITY and OCCUPATIONAL MEDICAL CENTERS OF AMERICA; and,

WHEREAS, pursuant to Section 20.4 of the existing Agreement executed on October 19, 2016, the CITY must consent in writing to any assignment of OCCUPATIONAL MEDICAL CENTERS OF AMERICA's interests in the existing Agreement.

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 CITY consents to the assignment of OCCUPATIONAL MEDICAL CENTERS OF AMERICA's interests in the existing Agreement to ROBERT WARREN ENTERPRISES, INC./CONTRACTOR.

SECTION 3. CONTRACTOR hereby undertakes each and every obligation and responsibility of OCCUPATIONAL MEDICAL CENTERS OF AMERICA and any other obligations as acquired by and in accordance with the terms of the existing Agreement.

SECTION 4. The CITY's relationship with OCCUPATIONAL MEDICAL CENTERS OF AMERICA has terminated, and the CITY will only have a relationship with CONTRACTOR as the provider of the CITY's Fire Rescue Department's firefighters' annual physical examinations.

SECTION 5. This Assignment shall be governed by the laws of the State of Florida.

SECTION 6. Each Exhibit referred to in the existing 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:

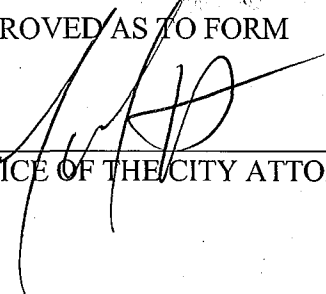
CITY:

CITY OF PEMBROKE PINES


MARLENE D. GRAHAM, 2/23/17
CITY CLERK

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

ROBERT WARREN ENTERPRISES, INC.

WITNESSES

[Signature]

Theresa D. Fuller
Print Name

[Signature]

Lisa Perez
Print Name

STATE OF FLORIDA

COUNTY OF Broward SS:

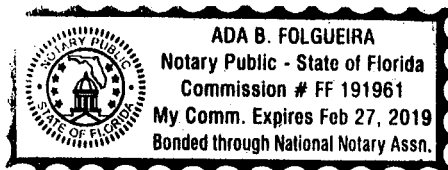
BY:

[Signature]
Print Name: Robert Fleigelman MD

Title: Pres

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert Fleigelman as President of **ROBERT WARREN ENTERPRISES, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **ROBERT WARREN ENTERPRISES, 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 08 day of February, 2017.



NOTARY PUBLIC

ADA B. FOLGUEIRA
(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 4.

File ID: 17-0022

Type: Agreements/Contracts

Status: Passed

Version: 0

**Agenda
Section:**

In Control: City Commission

File Created: 01/19/2017

Short Title: Assignment and Assumption of the Physical
Examinations Agreement

Final Action: 11/29/2017

Title: MOTION TO APPROVE THE ASSIGNMENT AND ASSUMPTION
AGREEMENT WITH ROBERT WARREN ENTERPRISES, INC. D/B/A
OCCUPATIONAL MEDICINE CENTERS OF AMERICA, FOR THE FIRE
DEPARTMENT ANNUAL PHYSICAL EXAMINATIONS.

***Agenda Date:** 11/29/2017

Agenda Number: 4.

Internal Notes:

Attachments: 1. Draft Assignment and Assumption Agreement, 2. Original Agreement, 3. Commission Approval
(2016-09-07)

0 City Commission 11/29/2017 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 Commissioner Monroig

Nay: - 0

MOTION TO APPROVE THE ASSIGNMENT AND ASSUMPTION AGREEMENT WITH ROBERT WARREN ENTERPRISES, INC. D/B/A OCCUPATIONAL MEDICINE CENTERS OF AMERICA, FOR THE FIRE DEPARTMENT ANNUAL PHYSICAL EXAMINATIONS.

SUMMARY EXPLANATION AND BACKGROUND:

1. On September 7, 2016, the City Commission approved an agreement with Occupational Medical Centers of America for Firefighter Annual Physical Examinations in the annual estimated amount of \$97,230 for an initial (2) two year period.
2. On October 19, 2016, the City and Occupational Medical Centers of America executed a two-year Agreement with two (2) additional two-year renewal terms upon mutual written consent by the City and Occupational Medical Centers of America.
3. Due to Occupational Medical Centers of America being legally registered as Robert Warren Enterprises, Inc., the City Attorney's Office has recommended that the Agreement for services be assigned to the legal entity name.
4. Pursuant to Section 20.4 of the existing Agreement executed on October 19, 2016, the City must consent in writing to any assignment of Occupational Medical Centers of America's interests in the existing Agreement.
5. Recommend Commission to approve the assignment and assumption of the Annual Physical Examinations Agreement, for the Fire Department Physical Examinations, from Occupational Medical Center of America to Robert Warren Enterprises, Inc. d/b/a Occupational Medicine Centers of America.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** There is no additional cost. On September 7, 2016, the City Commission approved an annual estimated amount of \$97,230 for the Fire Department Physical Examinations.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable