

# AGREEMENT COVER MEMORANDUM

To:	Barbara Torres, City Clerk's Office	From:	Tyler Harrel, Finance	Date:	3/28/2018

Please route the two (2) attached agreements, as described below, for execution and please return one (1) executed copy to me.

Company:	Calvin Giordano & Associates, Inc.
Contract Purpose:	6 <sup>th</sup> Amendment to Building Department Services – Public Services Department
Contract	To renew Building Department services agreement for the City's Public Services Department.
Description:	

Contract Group:	Services (Professional)	Effective Date:	7/1/2018		
		Expiration Date:	6/30/2019		
Agreement Type:	Amendment	Renewal Options:	Additional one (1) year renewal terms.		
Contract Type:	Both				
Location:	City Clerk's Office (Routing)	Notice Period:	300		
Contract Value:	\$297,000	Notice Date:	9/3/2018		
Contract Value Description:	The Contract is comprised of the annual payment of \$297,000.00 plus tax (one part annual payment of \$150,000.00 and one part annual rent of \$147,000.00 plus tax). Payable in monthly installments of \$24,750.00 plus tax (one part monthly installment of \$12,500.00 and one part rental payment of \$12,250.00 plus tax). In addition, the City shall receive ten percent (10%) of the gross revenues collected in excess of \$4,000,000.00. All fees and costs set forth herein shall be increased or decreased from the current contract fees and costs annually each July 1st, commencing July 1, 2011, by the April to April change in the Consumer Price Index ("CPI") for "All Urban Consumers for the Miami-Fort Lauderdale Area, Florida" as published by the U.S. Department of Labor Statistics or its successor agency.				

Department:	Administration	Approved by Commission:	Passed	
Contract Manager:	Aner Gonzalez	Commission Date (if Approved or Pending):	2/21/2018	
Procurement Method:	Renewal Agreement	For Commission Review:	Yes	
Procurement Summary:	Renewal Agreement	Reason For Commission Review:	Contract value exceeds \$25,000	
Account Coding(s):		Insurance Required:	Yes	
		Bonds Required:	N/A	
Additional Notes:	None.			
Attachments	<ul> <li>(2) Originals, Signed/Notarized/Witnessed by Vendor</li> <li>Original – Fifth Amendment – (Electronically Sent)</li> <li>Exhibit A – Scope of Services – (Electronically Sent)</li> <li>Exhibit B – Contractors Response</li> <li>Commission Approval – Original Agreement</li> </ul>			



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

THIS AGREEMENT, dated this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2018, by and between:

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

and

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

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

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

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

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

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

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



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

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

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

# WITNESSETH

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

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

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

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

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

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

# THE REMAINDER OF THIS PAGE

# HAS BEEN INTENTIONALLY LEFT BLANK



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

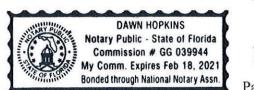
ATTEST:

CITY:

MARLENE D. GRAHAM, 4/9/18 CITY CLERK APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY	CITY OF PEMBROKE PINES BY: CHARLES F. DODGE CITY MANAGER
	CONTRACTOR:
WITNESSES Avis Giordand	CALVIN GIORDANO & ASSOCIATES, INC. BY: Print Name: DENNIS GIORDAND
Print Name	
for	Title: TRESIDENT
JESUS CAUZ	
Print Name	
STATE OF GOEDA) SS:	
COUNTY OF ROUGERD )	

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared <u>ensitiestic and</u> as <u>Hestident</u> of **CALVIN GIORDANO & ASSOCIATES, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **CALVIN GIORDANO & ASSOCIATES, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 2011 day of ARCH, 2018.



(Name of Notary Typed, Printed or Stamped)

NOTARY PUBLIC

Page 3 of 3



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

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# **City of Pembroke Pines, FL**

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

# Agenda Request Form

	Agenda	a Number: 14.		
File ID:	18-0108 <b>Туре</b>	: Agreements/Contracts	Status: Passed	
Version:	1 Agend Section		In Control: City Commi	ssion
		Fi	e Created: 02/14/2018	
Short Title:	Contract Database Report	Fi	nal Action: 02/21/2018	
Title:	MOTION TO APPROVE THE DE THE FOLLOWING ITEMS LISTE REPORT: (A) CALVIN, GIORDANO & ASS DEPARTMENT SERVICES (B) CALVIN, GIORDANO & ASS MAINTENANCE AND MANAGEN FACILITIES (C) DBI SERVICES, INC OPE OF THE CITY'S RIGHT OF WAY	D ON THE CONTRACT DA OCIATES, INC. (CGA) - BU OCIATES, INC. (CGA) - OF MENT OF THE CITY MUNIC RATION, MAINTENANCE,	TABASE JILDING PERATIONAL DIPAL	
*Agenda Date:	02/21/2018			
Agenda Number:	14.			
Internal Notes:				
Attachmonte	1 Contract Database Depart (FINAL)	Calvin Ciardona & Acadeiataa	no Duilding	

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

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

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

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

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

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

# SUMMARY EXPLANATION AND BACKGROUND:

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

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

3. The Legislative Consultant items shown below are on the February 2018 Contract Database Report, and based on the 90 day requirement, these Agreements need to be presented to Commission by February 28, 2018.

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

1. On June 17, 2009, the City Commission approved to enter into a professional services agreement with Calvin, Giordano & Associates, Inc. for an initial five (5) year period commencing on July 1, 2009 and ending on June 30, 2014.

2. The City of Pembroke Pines Public Services Department utilizes Calvin, Giordano & Associates, Inc. (CGA) to provide Professional Building Department Services.

3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for additional one (1) year renewal periods subject to agreement by both parties.

4. To date, the agreement has had five Amendments, including four (4) one (1) year renewals which extended the term of the agreement to June 30, 2018.

5. The Public Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on July 1, 2018 and expiring June 30, 2019, as

followed by the agreement.

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

1. On October 16, 2013, the City Commission approved to enter into an Operation, Maintenance and Management of Municipal Facilities agreement with Calvin, Giordano & Associates, Inc. for an initial five (5) year period commencing on November 1, 2013 and ending on October 31, 2018.

2. The City of Pembroke Pines Public Services Department utilizes Calvin, Giordano & Associates (CGA) to provide operation, management, maintenance and repair of all City facilities.

3. Pursuant to Section 5.2 of the Original Agreement, the term may be extended for one (1) additional five (5) year renewal term, subject to mutual consent and the execution of a written amendment to this agreement.

4. To date, the agreement has had three (3) Amendments, none of which were renewals.

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

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

1. On September 18, 2013, the City Commission approved to enter into an agreement with DBI Services, Inc. for an initial five (5) year period commencing on November 1, 2013, and ending on October 30, 2018.

2. The City of Pembroke Pines Public Services Department utilizes DBI Services, Inc. to provide management and performance of routine maintenance and incidental repair of the transportation facility currently maintained by the City within, or associated with the City right-of-ways.

3. Pursuant to Section 5.2 of the Original Agreement, the term may be extended for one (1) additional five (5) year term, subject to mutual consent and the execution of a written amendment to this Agreement.

4. To date, the agreement has had one (1) amendment, which revised Article 6 of the Original Agreement to increase the Annual Fee for the increased scope of work and also added an Owner's Contingency amount to for as needed work not covered as part of the original scope of work.

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

# FINANCIAL IMPACT DETAIL:

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

# **PROFESSIONAL SERVICES AGREEMENT**

JULY THIS AGREEMENT (this "Agreement"), made and entered into the /st day of June, 2009 by and between:

# **CITY OF PEMBROKE PINES, FLORIDA**

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

AND

# CALVIN GIORDANO & ASSOCIATES, INC,

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

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

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

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

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

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

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

# Article 1 – Incorporation

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

# **Article 2 - Scope of Professional Services**

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

- 1) Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to building, roofing, mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction as well as the CITY.
- 2) Review applications for compliance with submittal requirements, including contractor licensing and insurance, and other agency approvals.
- 3) Route applications to appropriate staff for discipline compliance reviews and comments.
- 4) Monitor review status to ensure prescribed time limits are met.
- 5) Contact building contractors, architects, engineers, and citizens about construction projects, code questions and other concerns.
- 6) Inspect permitted construction within the City limits, for compliance with City codes and ordinances and permitted plans and specifications.
- 7) Generally perform inspections between 7:00 a.m. and 6:00 p.m. Monday through Thursday, except on an as needed basis as described in Section 2.3, below, and at such time as set forth therein.
- 8) Maintain records of inspection and investigations. CITY's inspection forms shall be used.
- 9) CONTRACTOR shall provide a Permit System to include hardware, to maintain daily inspections as well as permit and plan review activities. CONTRACTOR shall provide updates in real time.

- 10) Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably required by the CITY.
- 11) CONTRACTOR shall review and maintain all records required by the Federal Emergency Management Agency ("FEMA") in association with the processing of building permits in the format required by FEMA.
- 12) Perform any other related services required by the CITY and all other governmental agencies having jurisdiction.
- 13) Coordinate relevant activities with the City's Planning and Zoning consultants, the CITY's Fire Marshall, and the CITY's Code Enforcement Officers.
- 14) Coordinate activities with Broward County Board of Rules and Appeals and the Florida Building Commission, as needed and/or required.
- 15) Provide services with regard to Unsafe Buildings as described in Section 111 of the FBC-BBCAP, inspect, post and record violations and conduct public hearings and provide support to the Unsafe Structures Board.
- 16) Provide Building Code Enforcement services on behalf of the CITY.
- 17) CONTRACTOR shall be responsible to provide any and all utilities, janitorial service, and telephone service as needed in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S Personnel shall adhere to the following requirements:

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

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

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

# Article 3 - Term of Agreement

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

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

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

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

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

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

# Article 4 - Payment

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

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

# Article 5 – Local Office Requirements

5.1 At the time of the execution of this Agreement, CITY has 5375 square feet of office space utilized for Building Department Services. CONTRACTOR shall rent office space from the CITY for one (1) year. After one (1) year, CONTRACTOR shall maintain an office acceptable to the CITY, which shall be located within three (3) road miles of Pines Boulevard

and 136<sup>th</sup> Avenue, and may include City Hall. A high speed Internet connection, equal or better than the existing service, to the main frame computer shall be required.

**5.2** CONTRACTOR shall make monthly rental payments in the amount of 12,250.00 per month plus applicable taxes for a total annual rent of 147,000.00 plus taxes. Rental payments shall be paid to the CITY on the 5<sup>th</sup> day of each month in accordance with Section 4.1, above.

**5.3** CONTRACTOR shall provide sufficient space in the office for Zoning Administrator. In addition, CONTRACTOR shall provide a conference room and plan tables for review and zoning maps and plan storage areas. At all times, the office shall be well-maintained, neat and orderly, with clean restrooms accessible to the public.

# Article 6 – Status Reports

6.1 On or before the first of every month, the CONTRACTOR shall prepare and deliver to the City Manager, or his or her designee, a status report showing the status of all pending work authorizations and projects related to this Agreement.

# Article 7 – Hours of Operation

7.1 CONTRACTOR shall maintain fully staffed business hours equal to, but not less than, the CITY's business hours of 7:00 a.m. through 6:00 p.m., Monday through Thursday. CONTRACTOR shall not be expected to perform services under this Agreement on those days in which City Hall is otherwise closed for business. The Parties acknowledge that the City may, in its sole discretion, transition to a five (5) day work week. In the event of such a transition, CONTRACTOR shall continue to perform services under this Agreement during the CITY's regular business hours, as may be amended from time to time.

# Article 8- Insurance and Bonds

The CONTRACTOR shall not utilize the Facility until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY.

CERTIFICATES OF INSURANCE reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverage's afforded under these policies will not be canceled until at least forty-five (45) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must not be less than "A" and Class VI in the latest edition of "Best's Key Rating Guide", published by A.M. Best Guide. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The CONTRACTOR shall not utilize the facility pursuant to this contract unless all required insurance remains in full force and effect. CONTRACTOR shall be responsible for subcontractors and their insurance. COMMERCIAL GENERAL LIABILITY insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following minimum limits of liability:

\$5,000,000 Combined Single Limit - each occurrence
\$5,000,000 Combined Single Limit - general aggregate
\$5,000,000 Professional Liability/ E&O Insurance
\$5,000,000 Automobile Liability Insurance
\$1,000,000 Employee Crime/Dishonesty Insurance
\$1,000,000 Fire and Legal Liability Insurance
\$1,000,000 Personal Injury
\$1,000,000 Products/Completed Operations Aggregate

CONTRACTOR shall have its insurer name the City of Pembroke Pines as an additional insured on its General Liability policy. CONTRACTOR shall insure its own property and such insurance shall further cover and extend to any and all CITY property used by CONTRACTOR in the performance of this Agreement, including public records and other documents.

Professional Liability/E&O insurance – the policy shall be a claims-made policy and the contractor shall provide "tail coverage" for a period of at least seven (7) years after the termination of the Agreement.

**WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONTRACTOR shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. The CONTRACTOR and his subcontractors shall maintain during the life of this policy Employers Liability Insurance.

The following limits must be maintained:

Workers Compensation	Statutory
Employer's Liability	\$100,000 per occurrence
	\$500,000 Disease-policy limit
	\$100,000 Disease-each employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead. The Payroll provider shall carry Employee Dishonesty, Forgery, and Alteration, and Computer Fraud coverage. The limits shall be a minimum of \$1 million. The provider shall have the crime policy(ies) endorsed to name the City as loss payee.

# **Article 9-Indemnity and Liens**

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9.1 Indemnity. CONTRACTOR shall indemnify and hold CITY and its Agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify, and hold the City of Pembroke Pines and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses, liabilities of every kind and character resulting from the error, omission or negligent act of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement. Such indemnification shall include any and all claims and liabilities, against the CITY by CONTRACTOR's employees. CONTRACTOR further agrees to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent. This Article shall extend to any subcontractors engaged by the CONTRACTOR, and all subcontractors shall further be required to indemnify the City in accordance with the terms set forth herein.

**9.2** Warranty of Title and Waiver of Liens. The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

# Article 10- Legal Obligations

**10.1** CONTRACTOR may be legally liable for the following operations, whether such operations be by the CONTRACTOR or by anybody performing work for the CONTRACTOR under this Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed under this Agreement;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR's employees;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the CONTRACTOR's employees;
- 4) Claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by another person;
- 5) Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

- 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- 7) Claims of contractual liability insurance applicable to the CONTRACTOR's obligation.

10.2 The insurance required for the plan review and inspection services shall be written for not less than the limits of liability as set forth herein or as required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

# **Article 11 - Special Conditions**

11.1 Participating Offices: It is recognized by the Parties that questions in the day-to-day performance of this Agreement may arise. The CITY designates the City Manager, or his or her designee, as the person to whom all communications pertaining to the day-to-day performance of this Agreement shall be addressed. CONTRACTOR designates George Keller as the representative of the CONTRACTOR to whom all communications pertaining to the performance of this Agreement shall be addressed. The City Manager shall have the right to require CONTRACTOR to change any personnel working on CITY projects upon providing CONTRACT with ten (10) days written notice.

**11.2** Independent Contractor: All employees of the CONTRACTOR shall be, at all times, the sole employees of the CONTRACTOR under its sole discretion and not an employee or agent of the CITY. The CONTRACTOR shall supply competent and physically capable employees who shall have and wear proper identification. The CITY reserves the right to require the CONTRACTOR to remove an employee the CITY deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on CITY property is not in the best interest of the CITY. The CITY also reserves the right to dismiss any of the CONTRACTOR'S drivers who fail to follow proper safety and traffic rules and regulations.

**11.3** Background Check: CONTRACTOR shall, at CONTRACTOR's sole expense, ensure that all of its personnel who will be involved in the performance of this Agreement have undergone Level 1 employment screening in accordance with Chapter 435, F.S. prior to the commencement of such performance.

11.5 **Drug-free Workplace**: CONTRACTOR shall maintain a drug-free workplace.

**11.6** Equipment: All of the CONTRACTOR'S equipment utilized for this Agreement, if any, shall be in good operating condition and provided with all needed maintenance to sustain this condition for the duration of the Agreement, subject to inspection and approval by the CITY.

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**11.7** No Onsite Solicitation: The CONTRACTOR shall not solicit work from private citizens or others, or create a conflict of interest in the designated work areas during the term of this Agreement.

**11.8 Record Maintenance:** All drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed, received or provided in connection with this Agreement shall be the property of the CITY and the CITY shall have the full right to use such data for any official purpose permitted under the Florida Statutes, including making it available to the general public pursuant to Chapter 119, F.S. This provision shall survive the termination of this Agreement.

# **Article 12- General Conditions**

**12.1** Interpretation and Venue: This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in the Broward County, Florida.

**12.2** Assignment of Rights: Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**12.3** Captions: The captions utilized in this Agreement are for purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**12.4** Binding Effect: This Agreement shall be binding upon and shall insure to the benefit of each of the parties and of their respective successors and permitted assigns.

**12.5** Amendment: This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**12.6** Waiver: The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**12.7 Civil Rights:** During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not discriminate on the grounds of race, color, national origin, religion, sex, age, disability or martial status, discriminate in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**12.8** Other Laws: CONTRACTOR shall at all times comply with all federal, state and local laws, rules and regulations.

**12.9** Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**12.10** Notices: Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

As to CITY:	City Manager City of Pembroke Pines 10100 Pines Blvd Pembroke Pines, FL 33026 (954) 431-4884 (phone) (954) 437-1149 (facsimile)
With a Copy to:	Samuel S. Goren, City Attorney Goren, Cherof, Doody, & Ezrol, P.A. 3099 East Commercial Blvd., Suite 200 Fort Lauderdale, FL 33308 (954) 771-4500 (phone) (954) 771-4923 (facsimile)
As to CONTRACTOR:	Dennis Giordano, President Calvin Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316 (954) 921-7791 (phone) (954) 921-8807 (facsimile)
With a Copy to:	Dennis Mele, Esq. Ruden McCluskey 200 East Broward Blvd., Suite 1500 Fort Lauderdale, FL 33301 (954) 527-2409 (phone) (954) 333-4009 (facsimile)

Each party hereto may change its mailing address by giving to the other party notice of such change.

**12.11 Entire Agreement:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**12.12** Assignment of Contract: This Agreement shall not be assigned except with the written consent of the CITY, which consent shall not be unreasonably withheld. No such consent shall be construed as making the CITY a party to subcontract or subjecting the CITY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the CITY must be through the CONTRACTOR.

**12.13** Subcontractors. Subcontractors, if needed, shall be subject to the prior written approval of the City Manager.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

ATTEST: JUDITH A NEUGENT, ØITY CLERK APPROVED AS TO FORM: ORNEY WITNESSES Print Name Print Name: STATE OF Florida ) )ss: COUNTY OF Broward )

CITY OF PEMBROKE PINES RY MAYOR FRANK C. ORTIS

CALVIN GIORDANO & ASSOCIATES, INC.

BY: Dennis Giordano Print Name:

Title: President

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared <u>Dennis Giordano</u> as  $\underline{President}$  of <u>Calvin Giordano Assoc</u>, an organization authorized to do business in the State of Florida, who is <u>personally known</u> to me or who has produced as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of <u>for the use and purposes mentioned</u> in it and deed of Image Lawn Maintenance.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this  $2^{4}$  day of  $\overline{Ju/y}$ , 2009.

My Commission Expires:



the M. Skiles

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# EXHIBIT A

# FI-09-05

# **BUILDING DEPARTMENT SERVICES**

# **Scope of Services**

General

The City is requesting sealed proposals from qualified and experienced firms for Plan Review and Inspection Services in accordance with the requirements of Chapter 468, Part XII, Florida Statutes, the Florida Building Code, and all applicable laws and codes. Upon the City Commission's ratification of the Selection Committee's rankings the City will enter into negotiations with the number one ranked firm to establish a schedule of fees for services to be performed under the agreement herein.

It is the City's intent and the purpose of these specifications to secure a qualified firm(s) to provide and perform the duties of Assistant Building Official, Chief Inspectors, Plan Examiners, and Inspectors as defined in Section 103 of the Florida Building Code- Building Broward County Administrative Provisions (FBC-BBCAP) as supplemented, relative to building, building roofing, plumbing, plumbing gas, electric, mechanical, HVAC, and to issue permits, perform inspections and perform other Florida Building Code duties in the name of the City. The firm shall also provide all necessary clerical staff.

The successful Proposer shall be an independent contractor and the individual(s) assigned to work for the City by the Contractor shall be subject to the approval of the City, and will not be a City employee(s). The successful Proposer shall execute a written agreement for approval by the City Commission.

# **Required Inspection Services**

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

The Proposer must agree to interview and select from the current City Building Department staff any positions that the Proposer would need to add to their staff as a result of the Contract being awarded. This requirement should only be in force during the first 60 days after the Contract is awarded.

#### Level of Service

As the amount of development and permits fluctuate, the City does not guarantee any certain level. The Contractor understands that staffing may have to be adjusted accordingly from time to time.

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# **Qualifications of Personnel/Certification Requirements**

<u>Assistant Building Official</u>: Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida, Department of Business and Professional Regulation as a Chief Building Official and County Certified.

<u>Plans Examiners (Structural, Electrical, Mechanical and Plumbing):</u> Compliance with the requirements of Section 103 of the FBC-BBCAP, License from the State of Florida Department of Business and Professional Regulation as a licensed under the respective discipline practiced. Also required to be Broward County Certified.

Inspectors(Chief Electrical, Chief Mechanical, Chief Plumbing and Chief Structural Inspector): Compliance with the requirements of Section 103 of the FBC-BBCAP, in addition to Certification from the State of Florida Department of Business and Professional Regulation and/or Licensed by the State.

# Additional Staff Requirements:

Clerical sufficient to intake and route plans and applications, prepare certificates, scan all documents including plans in keeping with the established procedures, maintain computer operations including existing main frame (as related to building division functions: presently there is one programmer for main frame and one for access programs), scan documents and plans not scanned initially within 30 days of final inspection for archives.

All personnel shall be certified and recertified biennially by the Broward County Board of Rules and Appeals in accordance with Section 103 of the FBC-BBCAP and State Law. Must be verifiable, must submit proof to the Contract Administrator/Building Official and verified upon staff changes prior to performing reviews or inspections.

# **Responsibilities**

- A. Responsibilities shall include but not be limited to the following:
  - Maintain fully staffed services during business hours equal to, but not less than the City's business hours of 7 a.m. to 6 p.m., Monday through Thursday with the following holidays excepted: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas.
  - Perform these duties during normal business hours or as may be altered by mutual agreement. During such regular business hours, all telephones at Contractor's office shall be answered personally; automated telephone attendants shall be utilized.
  - Review and process construction plans for issuance of building permits under the Florida Building Code, including applications for all required certificates, licenses and registrations. Plans review and inspection services shall include, but not be limited to, building, roofing,

mechanical, HVAC, plumbing, structural and electrical, as well as providing all administrative documentation as required by governmental entities having jurisdiction and the City.

- Review applications for compliance with submittal requirements, including contractor licensing and insurance, and other agency approvals.
- Route applications to appropriate staff for discipline compliance reviews and comments.
- Monitor review status to ensure prescribed time limits are met.
- Contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.
- Inspect permitted construction within the City limits, for compliance with City codes and ordinances and permitted plans and specifications.
- Generally perform inspections between 7 a.m. and 6 p.m. Monday through Thursday except on an as needed basis as described in subsection B below, and at such time, Contractor shall be compensated accordingly.
- Maintain records of inspections and investigations. City inspections forms must be used.
- A Permit System shall be provided by the City to the Contractor to maintain daily inspections as well as permit and plan review activities. Contractor shall provide updates in real time.
- Prepare written reports of inspections and investigations of complaints and other reports as may be reasonably required by the City.
- Contractor shall review and maintain all records required by Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA.
- Perform any other related services required by the City and all other governmental agencies having jurisdiction.
- Coordinate activities with City's Planning and Zoning Consultants, City's Fire Marshall, and City's Code Enforcement Officers.
- Coordinate activities with Broward County Board of Rules and Appeals and Florida Building Commission as needed and/or required.
- Provide services with regard to Unsafe Buildings as described in Section 111 of the FBC-BBCAP, inspect, post and record violations and conduct public hearings and provide support to the Unsafe Structures Board.

- Perform Building Code Enforcement on behalf of the City.
- B. Services shall be provided in emergency situations as follows:
- During a declared emergency, Contractor shall be responsible for staffing the EOC when operational and assisting with damage assessment and safety inspections. The Building Code Administrator shall have immediate access to building plans and other essential building information.
- 2. Contractor shall work with the City during post disaster (natural or man-made) times, in restoring Plan Review and Inspection Services pursuant to the Florida Building Code and executive orders of the Governor. Contractor shall provide personnel to assist with damage assessment teams. Contractor shall serve as a resource and consultant in the relevant discipline areas, assisting the operational decision making process and performing other duties as deemed necessary to restore overall safety and services.
- Contractor shall provide personnel in each discipline who shall be able to respond within one (1) hour (24 hours/day/7 days/week) to any type of emergency call-out by the City's Fire Rescue, Law Enforcement or any authorized City representative.

# <u>Timeframes</u>

Plan reviews will be performed in accordance with the following schedule:

Building Permits (Minor)	1 Business Day
Building Permits (Major)	5 Business Days
Single Family Homes (New Construction, major renovations)	10 Business Days
Commercial Improvements (Minor, including Signs)	5 Business Days
Commercial (Major)	10 Business Days

In order to ensure public safety, response to hazards, nuisances, or Florida Building Code violation, reports will be performed within one (1) business day of receiving notice. The Contractor must provide an inspector to meet this "on call" requirement.

The public has an expectation that general information and service requests will receive a timely reply. Responses to consumer inquiries will be provided within two (2) business days of receipt.

**Equipment and Personnel** 

- A. The Contractor shall provide and maintain the vehicles necessary to perform the services as set forth in this RFP. All such vehicles shall be kept well maintained, clean, free of damages and in safe operating condition, with the name of the Contractor and the number of the vehicle printed in letters not less than three inches (3") high, on each side of the vehicle.
- B. Contractor's personnel shall adhere to the following requirements:
  - 1. While performing services under the agreement, all personnel shall wear a uniform shirt with the logo of the Contractor and shall wear a City identification tag.
  - 2. While performing services under the agreement, all personnel shall be equipped with communication equipment, including but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the City Manager or designee at the time of execution of the agreement and such list shall be updated and provided to the City Manager or designee on a regular basis.
  - 3. All personnel performing services under this agreement shall be fluent in English and Contractor shall require at least one person to be in the office at all times during regular business hours who is fluent in Spanish.

## Local Office

City currently has 9122 square feet of space utilized for these services. Contractor shall rent office space from the City for one year; after one year, Contractor shall maintain an office acceptable to City, which shall be centrally located within the City. That is, within three road miles of Pines Boulevard and 136<sup>th</sup> Ave, and may include City Hall. A high speed connection, equal or better than the existing service, to the main frame computer is required.

Contractor shall provide sufficient space in the office for the Contract Administrator/Building Official, Administrative Assistant, and Zoning Administrator. In addition, Contractor shall provide a conference room and plan tables for review and zoning maps and plan storage areas. At all times, the office shall be well-maintained, neat and orderly, with clean restrooms accessible to the public. Any change from City Hall location or future location shall provide seamless transition and be approved by the City Manager.

#### Legal Responsibilities

Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor or by anybody performing work for the Contractor under the Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1. Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed;
- 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

- 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor 's employees;
- 4. Claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
- 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
- 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- 7. Claims involving contractual liability insurance applicable to the Contractor's obligation.

The insurance required for the Plan Review and Inspection Services shall be written for not less than limits of liability specified in this RFP or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the Services. City shall be named as an additional insured on all required insurance coverage. These certificates and the insurance policies required shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been provided.

# Number of Proposals

Twenty (20) complete copies of the Proposal, and one (1) original Proposal, are required to be submitted to the City by the date and time indicated. Each copy should contain all mandatory and optional information submitted by the Proposer.

#### **Proposal Format**

The Proposal shall be typewritten 8 ½ by 11 inch paper. All pages are to be consecutively numbered.

Proposers shall provide the following information in the Proposal:

# Letter of Intent

The letter of intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid. A period of not less than one hundred twenty (120) calendar days is required.

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# **Proposer's Statement of Organization**

Proposers are required to provide organization chart. Proposers are permitted to supply additional information that will assist the City in understanding the Proposer's organization.

#### Personnel

Proposer shall demonstrate significant personnel experience. All personnel performing services under this Agreement shall have at least three (3) years experience in their respective disciplines.

# Experience

Proposer shall have a minimum of five (5) years of successful experience in providing Plan Review and Inspection Services to other local governmental entities. A summary of all of the most recently awarded and serviced comparable jobs, for the past five (5) years shall be provided. This record shall show the name of the governmental entity, address, description of services, dates of service, rates and fees and a contact/reference person with telephone number. Proposer shall provide references of public agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

# **Financial Stability**

Proposer shall demonstrate financial stability. Proposers shall provide a statement of Proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

## **Financial Statement**

Proposer shall include a copy of their latest audited financial statements. If the Proposer is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Proposer does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last two years.

# **Transition Plan**

Proposer shall provide a detailed description of how services will be transitioned under the agreement from City staff to the Proposer. Ensuring a smooth, seamless transition is of critical importance to the City.

# **Litigation History**

Proposers shall provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief

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description of the case, the outcome or projected outcome, and the monetary amounts involved. The City may disqualify any Proposer if determines to be excessively litigious.

# **Criminal Convictions**

Proposer shall provide a summary of any criminal convictions of the company, owners, officers and anybody performing work under this agreement, related to the services being bid. The City may disqualify a Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair competition.

# Qualification Evaluation

The selection committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each Proposer. Failure to provide the required information will disqualify any such Proposal as non-responsive, and such Proposal will not be considered. The City will disqualify any Proposer that makes exaggerated or false statements.

The evaluation of Proposals and the determination of conformity and acceptability shall be the sole responsibility of the selection committee. Such determination shall be based on information furnished by the Proposer, as well as other information reasonably available to the City.

The City may make such investigations as it deems necessary to determine the ability of the Proposer to perform the services and the Proposer shall furnish the City all such information and date for this purpose as the City may request before and during the Proposal period. The City reserves the right to make additional inquiries, interview some or all proposers, make site visits, obtain credit reports, or any other action it deems necessary to fairly evaluate all Proposers. The City may at its sole discretion reject a Proposer or qualify a Proposer.

# **Evaluation**

The City will assemble an evaluation committee and brief its members on the scope of the project and the services requested. The committee will evaluate and short list the firm's using the following criteria as a guide in evaluation.

- 1. Experience and ability of the firm's previous overall experience.
- 2. Previous related project experience.
- 3. Understanding of the requested project.
- 4. Firm's approach and methodology to perform required services.

Once the committee has short listed the applicants, the committee will provide a list of not less than three (3) firms to the City Commission in ranked order for informational purposes. These firms will need to be available to make presentations to the City Commission for final selection and award.

The City Commission will then select the top applicant deemed to be the most highly qualified to perform the project requirements and that best meet the selection criteria included in this RFP. Subsequently, the City Administration may negotiate and recommend a contract for Services for City Commission approval.

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# CITY OF PEMBROKE PINES PEMBROKE PINES, FLORIDA

#### **GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.**

# 1. <u>SUBMISSION AND RECEIPT OF BIDS</u>

- A. Proposals, to receive consideration, must be received prior to the specific time opening as designated in the invitation.
- B. Unless otherwise specified, bidders must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid may invalidate the bid.
- C. Proposals having any erasures or corrections must be initialed by bidder in ink. Bids shall be signed in ink. All quotations shall be typewritten or filled in with pen and ink.

# 2. WARRANTIES FOR USAGE:

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

# 3. PRICES TO BE FIRM:

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from date of bid opening unless otherwise stated by the City or bidder.

#### 4. DELIVERY POINT:

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

#### 5. BRAND NAMES:

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, it is the vendors responsibility to name such a product is equal to that specified. Evidence in the form of samples may be requested if brand is other than that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified.

#### 6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

# 7. <u>SIGNATURE REQUIRED:</u>

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. <u>SAMPLES:</u>

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. <u>TAXES</u>:

The City of Pembroke Pines is exempt from any taxes imposed by state and/or Federal Government. Exemption certificates certified on request. (Not applicable on construction remodeling projects.)

#### 16. FAILURE TO QUOTE:

If you do not quote, return quotation sheet and state reason. Otherwise, your name may be removed from our mailing list.

#### 17. MANUFACTURER'S CERTIFICATION:

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

#### 18. SIGNED BID CONSIDERED AN OFFER:

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

#### 19. RESERVATIONS FOR REJECTION AND AWARD:

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on

such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

#### 20. CONFLICT OF INSTRUCTIONS:

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in proposal form, the proposal form shall govern.

# 21. LAWS AND REGULATIONS:

All applicable laws and regulations of the Federal Government, State of Florida and Ordinances of the City of Pembroke Pines shall apply to any resulting award.

All OSHA Standards, rules and/or regulations will apply to any item(s) of equipment or materials supplied as a result of this bid.

Bidder warrants by signature on his proposal sheet that prices quoted here are in conformity with the latest federal price guidelines, if any.

# 22. DAVIS-BACON & RELATED ACTS:

Contractors or their subcontractors are required to comply with all aspects of the Davis Bacon Act as it applies to construction, alternations or repairs of public buildings or public works.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

# 23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of payment that local governments may withhold from contractors during

construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

#### 24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be required to participate in the Florida Municipal Construction Insurance Trust (FMC1) 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. <u>PUBLIC ENTITY CRIMES:</u>

"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

5 of 7

### INSURANCE REQUIREMENTS

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

Certificates of Insurance reflecting evidence of the required insurance shall be filed with the City's Risk Manager prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### **REQUIRED INSURANCE**

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

<b>\</b> .	B	odily Injury	
	1.	Each Occurrence	\$1,000,000
	2.	Annual Aggregate	1,000,000
B.	P	Property Damage	
	1.	Each Occurrence	1,000,000
	2.	Annual Aggregate	1,000,000
C.	Р	ersonal Injury	
		Annual Aggregate	1,000,000
D.	. (	Completed Operations and Prod	ucts Liability shall be

maintained for two (2) years after the final payment.

 Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C
 Collapse, U - underground.

#### Errors & Omissions Coverage for Directors and Officers \$1,000,000 limit (minimum)

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is sublet, CONTRACTOR shall require the sub-contractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by CONTRACTOR. The following limits must be maintained:

A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$100,000 each accident
	1 1 1	\$500,000 Disease-policy limit
		\$100,000 Disease-each employee

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

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles (minimum limits).

Α.	<ul><li>Bodily Injury</li><li>1. Each Occurrence</li><li>2. Annual Aggregate</li></ul>	\$1,000,000 \$1,000,000
B.	<ul><li>Property Damage</li><li>1. Each Occurrence</li><li>2. Annual Aggregate</li></ul>	\$1,000,000 \$1,000,000

CONTRACTOR is required to post a Dishonesty Bond or its equivalent, as shall be determined by the City Attorney, in an amount equal to \$1,000,000 with a deductible of \$25,000.

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

Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and

E.

provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

#### INDEMNIFICATION

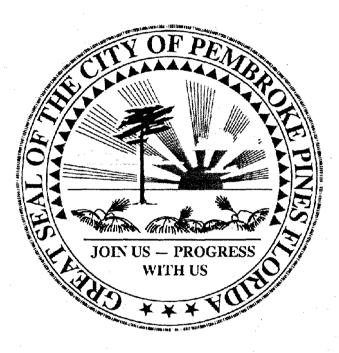
The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters.

The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

## EXHIBIT B

# CITY OF PEMBROKE PINES RFP # FI-09-05 BUILDING DEPARTMENT SERVICES

## MARCH 31, 2009 - TIME: 2:00 P.M.



Submitted to: Office of the City Clerk Administration Building, 10100 Pines Boulevard Pembroke Pines, Florida 33026

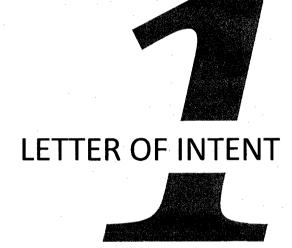




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С





XCEPTIONAL SOLUTIONS

March 30, 2009

Charles F. Dodge, City Manager City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, Florida 33026

#### **RE: Building Department Services – RFP# FI-09-05**

#### Dear Mr. Dodge:

**Calvin, Giordano & Associates, Inc (CGA),** in collaboration with **Nova Engineering and Environmental, Inc.** is pleased to submit our Letter of Intent to provide Building Department Services for the City of Pembroke Pines. This proposal is valid for a period of 120 days. CGA has carefully reviewed the scope of services summarized in the above RFP, and understand that if selected these services will include but are not limited to:

- Staffed services from 7:00 a.m. 6:00 p.m., Monday Thursday, excluding all major holidays as outlined on page two of the RFP
- Review and process construction plans for issuance of building permits
- Building code enforcement
- Post disaster damage assessment and emergency call-out, and
- Clerical/administrative support services

CGA also recognizes that the staffing requirements include the following: an Assistant Building Official, Plans Examiners, Inspectors, and clerical staff. CGA will happily interview and select existing Pembroke Pines (City) employees for appropriate positions that become available after contract award.

Furthermore, CGA is aware that that after one year of service, the City may ask CGA to open an office within City limits.

The CGA team is made up of diverse professionals, which includes Spanish speaking employees. We are an experienced local firm that has the knowledge and expertise to assist the City with its objectives for this project. As a result, we believe, that CGA is the best firm to deliver the requested services for the following reasons:

- Extensive municipal experience, including over 20 years in the City of Pembroke Pines
- Key professional relationships that would benefit the City
- Efficient and cost effective services
- A keen understanding of the priority for excellent customer service

#### **FIRM BACKGROUND**

Established in 1937, CGA is a multi-disciplinary firm based in South Florida, with offices in Fort Lauderdale, Homestead, Orlando and West Palm Beach. CGA, with its staff of approximately 200 people, is positioned to provide outstanding service, expertise, technical support and financial stability that is necessary to provide the Building Department Services requested in RFP # FI-09-05. Our mission to continually meet our client's expectations and to provide excellent customer service is evident in our focus on adding professionals and technology that address the unique needs of our clients.

ngineering

Construction Engineering Inspection

Aunicipal Engineering Transportation Planning

k Traffic Engineering

<sup>a</sup>urveying & Mapping -Planning

nental Services

on Services

Quality

Jata Technologies & Development

Imergency Management Services

Building Code Services

\*800 Eller Drive, Suite 600 Fort Lauderdale, FL 33316

'hone: 954.921.7781 Fax: 954.921.8807

www.calvin-giordano.com

Fort Lauderdale

West Palm Beach

Building Department Services -RFP# FI-09-05 March 31, 2009 Page 2

#### SERVICES

CGA is a full-service governmental services firm offering Building Department, Zoning, Planning, Landscape, Traffic Engineering and Civil Engineering and project management services. Consequently, CGA has an unparalleled understanding of process and depth of resources to evaluate any issue that may arise, and can deal with it quickly and efficiently without losing site of our ultimate goal which is to provide the highest level of customer service. We offer all services "in-house". We also have an in-house Information Technologies Department which develops and market software applications specifically for Building Departments and Code Enforcement.

The Building Code Services Division provides municipalities, counties and other government agencies with all the resources required to ensure effective code compliances, including the Florida Building Code, state and federal statutes, local ordinances and other rules and regulations dealing with construction, permitting and inspection.

A key benefit which CGA brings to the City is that the City does not have to deal with fluctuations in the economy, workload or other personnel issues. As the private contractor, CGA can utilize more or less personnel to meet changing demands. Additionally, the City does not have to address personnel issues which arise, but maintain the ability to approve who works for the City.

CGA has successful long standing relationships with municipal clients such as the cities of **Dania Beach**, **Hollywood**, **Miramar**, **North Lauderdale**, **Pembroke Pines**, and the Town of Surfside.

#### **PROJECT MANAGER**

Phillip Mastrosimone, CBO, will be the Project Manager in charge for the City. Mr. Mastrosimone has over 16 years of experience directing and managing plans reviewers and inspectors. He has worked with various municipalities including the cities of **Coconut Creek, Hillsboro Beach, North Lauderdale, Weston, West Park, Wilton Manors**, and unincorporated Broward County. His first duty for this project will be the evaluation of processes, staffing levels and procedures prior to beginning the transition period. He will oversee the implementation of the transition plan. He will serve as the single point of contact with the City. As such, he will coordinate all activities for the department with individuals from both the present City staff and CGA staff to create a cohesive and efficient transition, resulting in a well organized and unified new Building Department.

Thank you for giving us the opportunity to respond to this solicitation. We are ready to commence work immediately, and look forward to partnering with the City on another successful endeavor.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

Dennis Giordano

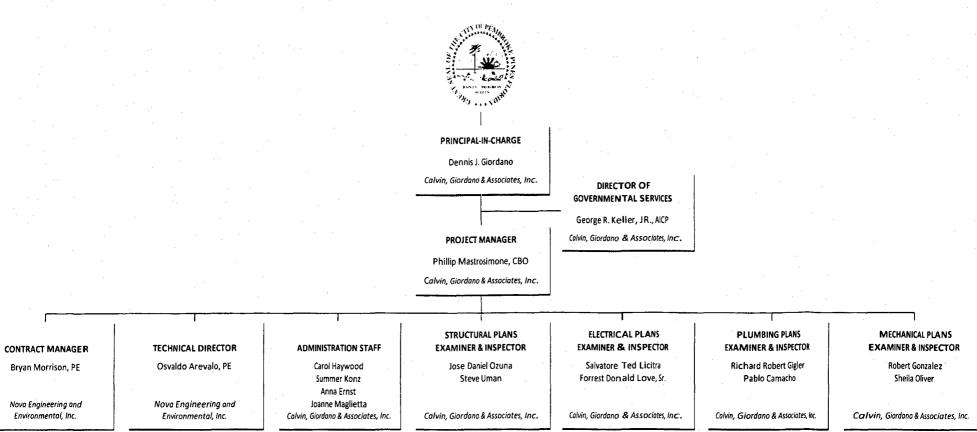
President



# STATEMENT OF ORGANIZATION



## STATEMENT OF ORGANIZATION



#### **COMPANY BACKGROUND**

Calvin, Giordano & Associates, Inc. (CGA) is a multi-disciplinary firm that has been located in South



Florida for over 70 years. In 1937, the company started as a small, two-person surveying firm. By the mid-1970's, the services expanded to include engineering. Today, with approximately 200 employees, CGA provides a even broad range of services, including building inspection and plan review services, engineering, planning, surveying, landscape architecture, geographic information systems (GIS), transportation engineering, environmental services, data technology, construction

management, indoor air quality, and emergency management.

CGA has served as professional consultants to various municipalities throughout South Florida including the cities of Dania Beach, Hollywood, North Miami, Pembroke Pines, Sunny Isles and Weston, many of which are ongoing clients for more than 10 years.

## **SERVICES**(Applicable to this RFP)

#### **Building Code Services**

The Building Code Services Division offers government customers the ability to help control costs and personnel concerns without losing control of those services. As an independent resource, CGA can tailor services and personnel to suit a specific public sector client. CGA can staff a full-service building department, providing technicians, inspectors, plans examiners and the building official. On the other hand, CGA offers a la carte services, with specific personnel and services on call for the specific needs of the municipality or government agency. Whichever scenario is utilized, whether ALL services are outsourced to CGA or any portion of those vital services are contracted, the key to success for both the client and their citizens is that the municipality at all times maintains control over those services. *We the Contract Service Provider take our direction from the in-house staff and the appropriated appointed administrator.* 

A key benefit to CGA's flexible plan is that the public organization does not have to deal with fluctuation in workload or other personnel issues. As the private contractor, CGA can utilize more or less personnel to meet changing demands. Additionally, the public agency does not have to worry when personnel resign or retire from a position, since the private provider is the one to ensure that adequate staffing is in place at all times.

The type of services CGA provides includes:

### **Building Department Administration**

- Software development and support
- Permit technicians and permit administrators
- File Maintenance and organization
- Preparation and filing of all required forms and documents
- Development and comparative analysis of permit fee schedules

#### **Plan Review for Permit Issuance**

- Plan review for all building code disciplines by certified professionals with complete knowledge and understanding of the code
- Establish turnaround times for all project types
- Establish plan review for clients where timing is crucial
- Peer review completed for quality assurance
- FEMA requirements checked for compliance

### **Inspection Services**

- All building code inspections conducted by certified professionals with a complete knowledge and understanding of the code
- Inspections completed (pass or fail) the following business day, thoroughly and completely
- Special needs inspections for code compliance
- After hours, weekend and holiday inspections are available
- Handicap accessibility a priority
- Personal vehicle radio provided, company vehicle, laptop computer
- Cell phone



George R. Keller, Jr., Alcp Associate

Director of Governmental Services

### SUMMARY OF QUALIFICATIONS

Mr. Keller is an Associate with Calvin, Giordano & Associates, Inc. (CGA) and has been a member of its Management Team since 2005. As Director of Governmental Affairs he is responsible for managing a variety of public agency contracts, government relations, special projects, EOC representation, business development and internal CGA Quality Management. Prior to joining CGA, Mr. Keller also served as Regional District Manager for Severn Trent Services, engaged in the administration of special government districts in the state of Florida.

### AREAS OF EXPERIENCE

#### Administration

Mr. Keller was also a Member of Broward County's (\$2.5 billion plus budget/7,000 employees) Management Team, directing the Safety & Emergency Services Department (\$88 million budget/900 employees). Departmental operations included: Building Code Services, Zoning, Code Enforcement, Emergency Management, Telecommunications, Medical Examiner/Trauma Services, and Fire Rescue. He served as one of Broward County's Legislative Coordinators, EOC liaisons, and member of the County's E-Government Task Force. Additionally, he volunteered to serve in the creation of the Broward Emergency Support Team (BEST) providing professional field support to first responders. Mr. Keller has extensive Labor Relations experience representing the agency in arbitrations, mediations, negotiations, grievances and litigation.

Previously, Mr. Keller served as the City of Hollywood's Interim City Manager and Assistant City Manager. As a Member of the City of Hollywood senior management team, he was engaged in the overall operations of the municipality. As Director of the Department of Development Administration he managed all aspects of Land Use Planning, Real Estate Development, Building Construction, Engineering, Neighborhood Programs, and Capital Improvement Programs. He served as a member of the City's Emergency Response Team as well as the Post Disaster Recovery Department Director. As Assistant City Manager, Mr. Keller was responsible for: Growth Management, Economic Development, Annexation, Engineering, Public Works, Community Redevelopment Agency, and Neighborhood Improvement Programs. He served as representative and staff liaison to a variety of agencies, advisory boards and organizations at public meetings; and facilitated the implementation of quality development and growth of the tax base.

Mr. Keller administered the U.S. Department of Housing and Urban Development Community Development Program. Responsibilities included the management and evaluation of a multi-million dollar program engaging in neighborhood redevelopment and housing assistance. Specific projects included: public works/infrastructure, housing rehabilitation, new housing development and commercial revitalization. He coordinated directly with local, state and federal governments/agencies; private professional, technical and clerical staff. He also has extensive public relations involving the general public, intergovernmental coordination and the news media.

### EDUCATION

Master of Arts, with Teaching Certification Urban Geography/Urban and Regional Planning University of Florida, Gainesville, Florida, 1978

Bachelor of Science, Urban Geography, with Honors University of Florida, Gainesville, Florida , 1976 Nova Southeastern University Law School Coursework, 1996

Florida Real Estate License (Inactive)

Florida Real Estate Appraisal Coursework

Professional Development Seminars/Continuing Education

#### PROFESSIONAL MEMBERSHIPS

American Institute of Certified Planners (A.I.C.P.)

American Planning Association

## PROFESSIONAL ASSOCIATIONS

International City/County Manager's Association, 20 Year Service Award

Hollywood Housing Authority, Board of Commissioners, 1994-1997

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### George Keller, AICP, page 2

#### Economic Development/Redevelopment

Mr. Keller managed the City of Hollywood's "City Business Center" created to promote economic and business development in the community by facilitating investment and building the tax base through all regulatory processes. He was a senior participant in the production of the City's Economic Development Strategic Plan, Urban Land Institute Downtown Plan and Visions 2000 Program. He served as Interim Director for both the Community Redevelopment Agency and Economic Development Advisory Board; and implemented electronic building plan review and permitting.

Mr. Keller developed local programs/ordinances engaged in downtown redevelopment, beach revitalization and neighborhood preservation. He participated in the production of RFP's and grant applications for consulting services and development projects. Mr. Keller was active in the preparation of economic development programming and annexation proposals to prospective owners.

#### Budget and Financial Management

Prepared, submitted and managed annual operating and multi-year capital budgets for large, diverse departmental/municipal responsibilities. Identified and developed new and increased revenue sources; while increasing efficiencies/containment through process improvement and applied technology. Administered creative competitive grant applications and procurement from local, state and federal sources. Supported an aggressive posture for public agencies to pursue traditional private sector entrepreneurial opportunities and roles to generate revenue. Prepared program based budgets involving cost estimation and allocation, personnel evaluation and project scheduling. Production of a comprehensive scheme for neighborhood redevelopment and commercial revitalization. Represented City Management as a member of the Negotiating Team "at the table" with a variety of bargaining units. Evaluated and developed organizational systems and personnel utilization for productivity increase, cost benefit analysis, and quality control.

#### Planning and Research

Mr. Keller has completed extensive research and projection of census data applied in developing funding proposals and targeting areas of benefit. Random sample surveying of populations to determine demographic bases, housing conditions and economic data. Development of statistical basis for multi-year plan of neighborhood redevelopment and housing assistance. Assessment of land use, development patterns, population trends, and services required.

Conducted site selection and property acquisition involved in the development of new housing and capital improvements. Develop and update computerized mapping and data bases for various urban areas in Florida. Data bases are utilized in assimilating census information and increasing efficiency of service delivery systems.

#### HONORS

- Cooperative Feeding Program Board of Directors
- 1990 Price Waterhouse/South
- Florida Business Journal "Up and Comers" Award
- Meritorious Service Award, City of Hollywood, 1999
- Leadership Hollywood Program Graduate
- Education Civic Institute Graduate
- The Hollywood Historical Society, Inc. Lifetime Member
- Juvenile Diabetes Foundation, American Heart Association Fundraisers

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## PHILLIP MASTROSIMONE, CBO Director,

Building Code Services Department

### SUMMARY OF QUALIFICATIONS

Mr. Mastrosimone has more than 35 years of experience in the Construction Industry in Florida and New York. He has been a resident of Florida for 30 years and worked with the Florida Building Code Compliance for the past 18 years. Mr. Mastrosimone's experience includes field inspections, plans review, and over 12 years as a Building Code Administrator for the public and private sectors. He was a member of the Broward County Board of Rules and Appeals Technical Committee for 8 years.

#### **EXPERIENCE**

Director of Building Code Services Department, Calvin, Giordano & Associates, Ft. Lauderdale, Florida. (2005-Present) Mr. Mastrosimone is managing CGA's newest department for building code services. His responsibilities include department development and oversight and Building Officials Duties as needed,

Senior Project Manager, CSA Southeast, Inc., Miami, Florida (2005-2006).

- Create systems, set policies and procedures for implementation of both Complete Building Dept. Services and Supplemental services to Municipalities
- Manage CSA Municipalities staff providing Building Department Services for both Full Service and Supplemental service Cities
- Assumed Building Officials duties as needed and required
- Analyzed and implemented fee schedules and rate schedules for services rendered
- Participated in senior staff meetings for improvement to overall quality management.
- Involved with presentations and proposals to Municipal clients.
- Ensure a high level of customer satisfaction for our clients and the public served

Broward County Board of County Commissioners, Broward County, Florida (1990-2005) Assistant Building Official/Building Official (1996-2005)

- Served as Building Official to various municipalities under contract to Broward County including Weston, Coconut Creek, North Lauderdale, Hillsboro Beach and Wilton Manors.
- Assisted and/or directed contract City building department staff as needed to solve problems and set policies in order to create a professional and efficient building department.
- Interfaced with City Managers, City Commissioners and Community Development Directors as needed.
- Review City contracts, budgets and fee schedules as needed or directed.
- Issued Certificates of Occupancy and Certificates of Completion.
- Directed and supervised County Building Department staff of approximately 36.
- Developed and maintained policies and procedures related to the enforcement of applicable laws, ordinances and regulations.
- Assisted inspection and plans review staff with work problems and accompany them in the field as needed to review and resolve unusual situations.
- Coordinated activities of the County inspection section with municipal, county and state agencies.
- Prepared daily inspection schedules and ensures their performances.

### EDUCATION

Hofstra University, Hempstead New York

United Association Local 2 Apprenticeship Program, New York N.Y.

## PROFESSIONAL REGISTRATION

State of Florida Building Code Administrator BU000999 State of Florida Standard Plans Examiner PX000175

State of Florida Standard Inspector BN000374

State of Florida Contractor CFC 037 107

Phillip Mastrosimone, CBO, page 2

- Responded to complaints and inquiries form contractors, design professionals, homeowners and staff.
- Acted as a Chief Plumbing Inspector for Broward County and municipalities under contract.

Chief Plumbing Inspector (1995-1996)

- Directed and supervised a plumbing section of up to 18 inspector and plans examiners
- Developed and maintained policies and procedures related to the enforcement of applicable laws, ordinances and regulations.
- Interpreted ordinances, regulations and policies in accordance with Florida Building Code.
- Assisted inspection and plans review staff with work problems and accompany them in the field as needed to review and resolve unusual situations.
- Prepared daily inspection schedules and ensures their performances.
- Responded to complaints and inquiries form contractors, design professionals, homeowners and staff.

Plumbing Plans Examiner (1992-1995). Mr. Mastrosimone reviewed plans for compliance with South Florida Building Code Meet with design professionals, contractors and homeowners.

Plumbing Inspector (1990-1992). Mr. Mastrosimone inspected plumbing installations for compliance with the Building Code.

## **BRYAN J. MORRISON, P.E.** VICE PRESIDENT – CONTRACT MANAGER

### **PROFESSIONAL CAPABILITIES:**

Mr. Morrison began his career in 1998 and has gained experience in a variety of projects for public agencies, private development and utility companies. His background includes municipal contract management, engineering management, geotechnical engineering, construction engineering, structural engineering and inspection, and materials testing and inspection. Mr. Morrison has successfully managed offices, engineering departments, and projects for small to large firms, as well as serving as a project engineer for several years previously. He has managed educational bond package contracts as a design sub-consultant, is highly experienced with large commercial and industrial "big box" projects, and is a Professional Engineer in both Florida and Texas. Mr. Morrison currently serves as Service Line Manager for NOVA's Municipal Services Group and is designated as a senior engineer.

### **REPRESENTATIVE PROJECT EXPERIENCE:**

Mr. Morrison has either served as contract manager, project manager, senior project manager or principal on the following multi-year blanket contracts or projects.

#### **Municipal Building Services:**

- Municipal Building Inspection Services Contracts:
  - City of Bushnell, Florida
  - City of Clermont, Florida
  - City of Center Hill, Florida
  - City of Crystal River, Florida
  - City of Dunnellon, Florida
  - City of Tavares, Florida
  - City of Umatilla, Florida
  - City of Webster, Florida
  - Brevard County School District
  - Florida School for the Deaf and Blind
  - University of Florida Statewide

#### **Transportation:**

- Livingston Street Reconstruction Project, Livingston, Texas
- Longview Street Improvement Project 2000, Longview, Texas
- TxDOT Bridge Replacement Program, Various Locations, Texas

#### Education:

- Tarrant County Community College Multiple Improvements, Fort Worth, Texas
- New Brewer High School, WSISD, White Settlement, Texas
- Jack Elementary School, Tyler ISD, Tyler, Texas
- Bell Elementary School, Tyler ISD, Tyler, Texas
- Multi Purpose Bldg. & Additions, Breckenridge ISD, Breckenridge, Texas



#### **EDUCATION:**

 B.S. Civil Engineering, Rose-Hulman Institute of Technology, 1998

#### **CERTIFICATIONS / REGISTRATIONS:**

- Licensed Professional Engineer, Texas
- Licensed Professional Engineer, Florida

#### **AFFILIATIONS:**

- American Society of Civil Engineers
- National Society of Professional Engineers
- Florida Engineering Society
- Texas Society of Professional Engineers

### **EXPERIENCE:**

- Years w/ NOVA: 2.5
- Years w/ Prior Employers: 9.0

## **OSVALDO AREVALO, P.E.** TECHNICAL DIRECTOR

### **PROFESSIONAL CAPABILITIES:**

Mr. Arevalo began his engineering career in 1993 since that time he has gained project experience while working on a variety of public and private projects here in Florida. His background includes structural engineering and inspection, geotechnical engineering, quality assurance inspections, and materials testing and inspection. Mr. Arevalo has successfully managed branch offices, engineering departments, and projects for municipalities and small to large firms. Currently, Mr. Arevalo serves as Technical Director for the firm and Branch Manager of our Sunrise, Florida office.

Mr. Arevalo's responsibilities include supervising and qualifying special and quality assurance structural inspections, structural plans reviews, geotechnical evaluations, and environmental investigations. In addition, he oversees and manages threshold inspections, condominium defect mitigation inspections, and damage / condition assessments and trains and supervises engineers, structural inspectors, managers and field technicians.

### **REPRESENTATIVE PROJECT EXPERIENCE:**

#### Retail:

- Dolphin Mall, Miami, Florida
- Sawgrass Mills, Sunrise, Florida
- Shoppes at Veranda Falls, Port St. Lucie, Florida
- City Place, West Palm Beach, Florida
- Carter Square, Miami, Florida
- Miramar Town Center, Miramar, Florida
- Broward County Convention Center Expansion, Fort Lauderdale, Florida

#### **Education:**

- The School Board of Orange County, Orange County, Florida
- University of Florida, Statewide contract
- Broward County Community College, Broward County, Florida.
- Florida Atlantic University, Boca Raton, Florida
- Florida State University, Statewide contract
- Florida School of the Deaf and Blind, St. Augustine, Florida
- School District of Manatee County, Florida
- Brevard County School Board, Brevard County, Florida



EDUCATION: B.S.C.E., Technical University of Oruro, Bolivia, 1993

#### CERTIFICATIONS / REGISTRATIONS:

- Registered Professional Engineer, State of Florida, 57958
- Structural Engineering Certification Board #1023-0705
- Standard Inspector, State of Florida, BN3377
- Certified General Contractor, State of Florida, CGC062270
- SBCCI Building Inspector, #6933
- American Welding Society, Certified Welding Inspector, 08110541
- Florida Concrete & Product Assoc. - Structural Masonry Inspector, SMI 1479

#### **AFFILIATIONS:**

- American Society of Engineers
- Florida Engineering Society
- American Concrete Institute
- American Society of Civil Engineers, Member
- American Institute of Steel
   Construction
- American Welding Society
- Deep Foundation Institute
- Florida Concrete & Products Association

## **REPRESENTATIVE PROJECT EXPERIENCE:** (cont'd)

### Apartment / Condominium:

- 500 Brickell, Miami, Florida
- Archstone @ Hibiscus, West Palm Beach, Florida •
- Europa by the Sea, Fort Lauderdale, Florida •
- Coconut Grove Residences, Fort Lauderdale, Florida
- Dolcevita on the Ocean, Riviera Beach, Florida
- Marina Grande, Boynton Beach, Florida
- Veranda, Plantation, Florida
- Alaqua, West Palm Beach, Florida
- Metropolitan, West Palm Beach, Florida
- Midtown II, Miami, Florida
- Midtown III, Miami, Florida
- Midtown IV, Miami, Florida
- Lauderdale One, Miami, Florida
- Broadway Promenade, Sarasota, Florida
- Tao, Sunrise, Florida
- City Palms, West Palm Beach, Florida

#### Office:

- One Financial Plaza, Fort Lauderdale, Florida
- Lakeshore Plaza II, Sunrise, Florida
- City Place at Aventura, Aventura, Florida

#### **Municipalities/Government:**

- Miami-Dade County, Miami, Florida
- City of Sunrise, Florida
- City of Plantation, Florida
- City of Hollywood, Florida
- Okeechobee County, Florida .
- City of Coral Springs, Florida
- City of Fort Lauderdale, Florida
- City of Miami Beach, Florida
- City of Boynton Beach, Florida

#### Hotel:

- Marriott Hotel at the Dolphin Mall, Miami
- Harbor Beach Marriott, Fort Lauderdale, Florida
- Holiday Inn Express, Miami, Florida
- Victor Hotel, Miami Beach, Florida

#### **Residential Development:**

- Trammell Crow Residential Developments (Multiple) Florida
- Centerline Homes Subdivisions (Multiple), Florida .
- DR Horton Home Subdivisions (Multiple), Florida
- Lennar/US Homes Subdivisions (Multiple), Florida
- Centex Homes Subdivisions (Multiple), Florida
- Transeastern Homes Subdivisions (Multiple), Florida

License Verification from www.myfloridalicense.com

### **License Information**

License Type:		Pro	ofessiona	l Eng	ineer
Rank:		Pro	of Engine	er	
License Numb	er:	57	958		
Status:		Cu	rrent,Act	ive	
Licensure Date	e:	02	/01/200	2	
Expires:		02	/28/201	L	이 관련 1997년 - 1997년 1997년 - 1997년 - 1 1997년 - 1997년 - 1997년 1997년 - 1997년 -



## J. DANIEL OZUNA Civil Engineer

#### SUMMARY OF QUALIFICATIONS

Mr. Ozuna is a certified general contractor with over twenty-six years (26) professional experience. His specialty includes building inspection and building plans examination.

#### PROJECT EXPERIENCE

Upright Engineering/ Building and Accessibility Consultant (ADA Fair Housing Act manual – ANSI).

WSG Development/Construction Manager

- Overall project responsibility CANYON RANCH LIVING MIAMI BEACH www.canyonranchmiamibeach.com
  - o Implemented project procedures and controls
  - Assure flow of project documentation [request for information, submittals, reporting]
  - Managed project personnel and consultants
  - o Developed and Managed overall design and construction schedule
  - o Assisted in negotiation of design consultant agreements
  - Coordinated project permit(s) | Inspection process and city issues
  - Pre-construction Coordination | Value engineering | constructability reviews
  - Project quality control
  - o Pay application process

City Of Miami Beach/Building Department/Building and Accessibility Plans Examiner, Inspector

- Florida Building Code
- Florida Accessibility Code
- o ADA
- Fair Housing Act manual (ANSI)

All Dade General Construction/ Production Manager

Constructora Hartman/ Project Engineer

Manuel Tortosa Rengel E. / Granada, Spain /Production Engineer (Madrid - Granada Highway, section from Pantano Cubillas - Las Cuevas) Project Engineer/ Santa Fe-La Malaha Route, Spain

Liga Municipal Dominicana/Santo Domingo, Dominican Republic/Inspection Engineer

#### EDUCATION

Bachelor of Science, Civil Engineering - 1 Insituto Tecnologico de Santo Domingo 1986

Postgraduate Studies Formulation & Evaluation of Infrastructure Projects Latin American Institute of Building & Planning 1987

Post Graduate Studies – Program Management Universidad Catolica Madre y Maestra 1987

## PROFESSIONAL REGISTRATION

State of Florida El 1096ET130

State of Florida Building Code Administrators & Inspectors Lic#BN-0003484 Lic# PX0001475

State of Florida Const. Industry Licensing Board CGC059406

Miami-Dade County Board of Rules & Appeals Building Inspector (Structural Plans Examiner Blg. 2003155

## Steve Uman

Plans Examiner & Inspector

#### **EXPERIENCE**

Director, Department of Building, and Chief Building Official, City of Greenacres, Florida. (April 1995 to August 3, 2007). Department Director, responsible for activities of the Department of Building. Includes building permit processing, site plan and building plan review, inspections, code enforcement, zoning, occupational licensing, coordination with state agencies and other city departments. Advisor to construction board of appeals. Appointed by County Commission to the Building Code Advisory Board of Palm Beach County.

Building Official, City of Naples, Florida. (May 1990 to July 1993). In charge of all building and zoning functions. Responsible for plan review, permitting, inspections, code enforcement, contractor licensing, FEMA interpretations and implementation. Many public presentations on department functions, floodplain management, and hurricane-resistant construction. Produced The Red Tag, a newsletter for the construction industry. Prepared and presented program on FEMA Rules & Regulations at BOAF annual educational conference.

**Director of Building, Planning & Zoning, City of Lake Worth, Florida. (March 1984 to January 1987).** Department head responsible for planning, zoning, building, licensing, and code enforcement functions. Advisor to planning board, zoning board of appeals, building board of adjustment and appeals. Instrumental in Main Street program of downtown revitalization. Community relations, public presentations, budget preparation, writing city publications.

Building Official, Town of Lake Park, Florida. (March 1982 to March 1984). Oneman department. Performed all planning, zoning, plan review, inspections, licensing, code enforcement. Also managed 33-man public works department as Acting Director of Public Works.

Disaster Assistance Employee, United States of America, Federal Emergency Management Agency. On call to assist FEMA during declared national disasters, as Building Specialist.

City Planner, Robert K. Swarthout, Inc., Boca Raton, Florida. Performed research, socio-economic studies, created computer-generated graphics, wrote housing elements of comprehensive plans, copy editor.

Structural Inspector, Engineering & Inspections, Inc., Boca Raton, Florida. Engineer's field representative. Sent on a number of special assignments due to analytical approach toward solving problems.

Southeastern Regional Manager, Dusco, Inc., Coral Gables, Florida. In charge of development and investment in Florida, Georgia and the Carolinas, for international real estate development and management company. Analyzed project potential, acquired prime property, qualified the Florida construction subsidiary, took over and completed distressed projects, proposed new projects to international clients.

Owner, The Human Factor, Boca Raton, Florida. Consultant on zoning issues, building inspection and code enforcement procedures, site location and real estate development, housing conditions. Professional witness on building inspection and code enforcement issues.

### EDUCATION

B.S. in Building Science, Pratt Institute, Brooklyn, New York

MIT, Cambridge, Mass.

New School for Social Research, NYC

Berklee School of Music, Boston, Mass.

Columbia University, NYC

CERTIFICATIONS, / SPECIAL APPOINTMENTS

State of Florida, Certified Building Official, Certified General Contractor

BOAF Certified Building Official; SBCCI/ICC Certified Building Inspector

FACE/Institute Of Gov't. Level III Code Enforcement Certification

Appointed to Building Code Advisory Board of Palm Beach County

Appointed by FEMA Region IV as DAE Building Code Specialist

## SALVATORE TED LICITRA Chief Electrical Inspector

### SUMMARY OF QUALIFICATIONS

Mr. Licitra has more than 20 years of experience as an electrical inspector. Responsibilities include electrical inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code and the National Electric Code within the jurisdiction of the Broward County Board of Rules and Appeal.

### EXPERIENCE

Electrical Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2007)

- Review and approve all commercial, residential, pools, and industrial plans for permit approval.
- Inspect commercial, industrial, and residential buildings to ensure the work was in accordance with the Florida Building Code.

Chief Electrical Inspector, Capri Engineering, West Palm Beach, FL (3/2006-2/007)

- Major projects inspected included Marina Grande 264 units, Condominium Twin Tower, 26 Story high rise building in Riviera Beach
- Performed all the electrical rough inspections and finals on this project.
- Inspected all the units and common areas including fire pumps, boilers, roof top A/C units and main electrical rooms.
- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code and the National Electrical Code.

Chief Electrical Inspector/Plans Examiner/Supervisor, Broward County, Fort Lauderdale, FL (3/1985-5/2006)

- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code and the National Electrical Code.
- Supervised inspectors and plans examiners for all inspections and plan reviews.
- Review and approved electrical plans for permit approval.
- Some major projects included renovations and new terminals for the Fort Lauderdale-Hollywood International Airport, The rental car facility, 8 story parking garage, rental car facility that included parking on all levels including 64 gasoline dispensers on the bottom level, Resource recovery plants

Journeyman Wireman, IBEW Local Union, Hollywood, FL (9/1969-3/1985). Installed various electrical work for residential, commercial and industrial projects.

### LICENSES

Department of Business and Professional, Master Electrician, EC000228

Department of Business and Professional Standard Plans Examiner, PX169, 2005

Department of Business and Professional Standard Inspector, BN361, 2005

Certified by Broward County Board of Rules and Appeals

## PROFESSIONAL ASSOCIATIONS

Member of the Board of Directors International Association Of Electrical Inspectors

## FORREST DONALD LOVE, SR. Plans Examiner & Inspector

## SUMMARY OF QUALIFICATIONS

- Licensed Electrician for 47 years Master Electrician since 1994
- Member of the I.B.E.W. for 41 years
- Residential, Commercial, Industrial service and construction including Fossil Fuel
   Power
- Houses, Nuclear Power houses, Paper Mills, Shopping Malls, Hotels, Condominiums,
- Schools, Factories, Hospitals, Office Buildings, Jails, Telephone Company Buildings
- Control work in Nuclear Power Houses and Paper Mills.
- Forman of Control Room for Pulp Mill at Paper Mill
- Apprentice Wireman, Journeyman Wireman, Residential, Commercial and Service for 6 years prior to I.B.E.W.
- Maintained and repaired U.S.A.F. Radar Sets. Target Simulators and Computers for 3 years

#### PROJECT EXPERIENCE

- Electrical Inspector, Plans Examiner for the City of Parkland.
- Union Temporary Services Inc., 3868 Sheridan Street, Hollywood, Fl.
- (Broward County Schools District Maintenance Evening Electric)
- Gammon Carl H & Sons Electric Inc. 285 SW 33rd Street Ft. Lauderdale, Fl.
- County Wide Electric Inc. 8058 NW 98th St. Hialeah Gardens, Fl 33016
- Carpenter Electric, Short Call 2 weeks
- Ed Helms Electric, 17830 NW 5th Ave, Miami, Fl.
- Miller Electric, P.O. Box 1799 Jacksonville, Fl 32201
- Angle Electric, 6760 Glen Eagle Drive Miami Lakes Fl 333014 (
- For other employment and conformation of employment you may contact Local Union 728
- I.B.E.W. (954) 525 3106

#### **EDUCATION**

1955 Graduate of Ft. Lauderdale High School

U.S.A. F. Basic Electronics and Radar Maintenance School, O.J.T. Computer Maintenance

University of Florida 2 yrs

Electrician Joint Training Class (J.A.T.C.)

Atlantic Vocational Welding Course for Certification

National Electrical Contractors Association Effective Foremanship Class

J.A.T.C. Classes for Continuing Education for Electricians

## RICHARD ROBERT GIGLER Plumbing Plans Examiner

### SUMMARY OF QUALIFICATIONS

Mr. Gigler is a plumbing plans inspector with more than six (6) years of experience as a plumbing inspector and two (2) years as plumbing plans examiner. His responsibilities include plumbing inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code. He has a thorough knowledge of the Florida Building Code, NFPA Standards, State Statues and local ordinance. Mr. Gigler has coordinated with architects, engineers, and mechanical engineers to ensure compliance prebuild.

#### **EXPERIENCE**

Plumbing Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2/2007-Present)

- Review and approve all commercial, residential, pools, and industrial plans for permit approval.
- Inspect commercial, industrial, and residential buildings to ensure the work was in accordance with the Florida Building Code.

Plumbing Plans Examiner and Inspector, CAP Government, Weston, Fl (10/2005-2/2007)

- Reviewed and approved all commercial, residential, pools and industrial plans for permit approval.
- Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code.
- Performed hurricane damage assessments and safety inspections following Hurricanes Wilma.

Plumbing Inspector, Broward County, Fort Lauderdale, FL (4/2000-10/2005).

Inspected commercial, industrial and residential buildings to ensure the work was in accordance with the Florida Building Code.

Self-Employed, R&N Plumbing Supply, Inc., Oakland Park, FL (1/1996-4/2000).

Plumbing supply house.

### LICENSES

Department of Professional Regulations, Master Plumber, 86-CMP-744-X

Department of Business and Professional Standard Plans Examiner, PX2643, 2006

Department of Business and Professional Standard Inspector, BN4322, 2001

## Pablo Camacho

Plans Examiner & inspector

### PROJECT EXPERIENCE

Plumbing / Plans / Inspector Supervisor. Broward County Board of Commissioners, Ft. Lauderdale. June 1999 to Present / 2009. Duties: Reviewing airport, medical, Hi-rise, commercial plans for compliance with Florida Building codes / National Fire Protection Standards. Projects reviewed included many Governmental projects such as Fire/Police Stations, Airport Concourses, Rental Car Facilities, Fire suppression systems for Petroleum tanks, Senior / Elementary Schools. Over seeing staff of 12. Assigning workloads to Plans Examiner and Inspectors on a daily basis. Meet with the Public, Architects, Engineers over major projects. Occasionally filled in as acting Chief Plumbing Official, all in regards to complying with the Florida Building Codes and National Fire Protection Standards.

Plumbing Inspector. Dade County Blding & Zoning, Miami, Fl. December 1992 - December 1998. On a typical day Inspecting 15 to 20 job sites regarding many different type of plumbing systems for compliance with the applicable codes in effect. Job knowledge ranges where in many different type of fields. From single family residences to hi-rises to hospital and medical facilities. When the work being inspected did not meet codes. I needed to inform in writing the appropriate parties of the section of the code in violation. Be available for the public in the morning for any inquires which may have arrived due to any inspection performed the day before or any questions.

Automatic Sewer Service, Hialeah, FL. May 1985 - December 1992. Owner: Duties Estimator, Bid on Jobs, Ran multiple job sites, In charge of the layout and installation of various plumbing system designs. -Interview possible applicants, Hire/Dismiss personnel. Read and interpret Plans. Order materials, Assign workers to necessary job sites, Install plumbing (water piping, drainage, gas, etc), General office duties (accounts payable, accounts receivable, payroll, inventory, etc.

Plumber / Supervisor. Plumbing Corporation of America, July 1975- May 1985. Duties- started out as an apprentice digging ditches and any related manual labor. Rose to plumber status after taking the Palm Beach County Journey Plumbing License test and passing in the year 1979. Installed the plumbing systems for hotels, restaurants, offices, schools, water treatment plants, etc. Supervised anywhere from 4 to 16 plumbers and helpers at a time.

### EDUCATION

North Miami Adult Education (Graduate)

Miami Dade College (2Yrs)

Manager's Journey / Supervisor Positive Start Courses

LICENSES

State Certified Standard Inspectors License (DPR)

State Certified Standard Plans Examiner (DPR)

Certified Plumbing Plans Examiner /Inspector-BC Board Rules/Appeals

Broward/Dade Cnty Master Plumber's License

State Certified Plumbing Contractor License (DPR)

Med-Gas (United Tech School) Inspector

Serf- (State certified for Public Schools as Inspector / Plans Examiner)

Security Clearances on hand at time of last resume update (2/2009)

School Board Ft.Lauderdale International Airport/ Home Security

Broward County Governmental Department. Port Everglades ROBERT GONZALEZ

Chief Mechanical Plans Examiner

## SUMMARY OF QUALIFICATIONS

Mr. Gonzalez has more than 12 years of experience as Mechanical Plans Examiner and mechanical inspector. His responsibilities include mechanical inspections and plan review of municipal and private projects to assure compliance with the South Florida Building Code.

### EXPERIENCE

Chief Mechanical Plans Examiner and Inspector, Calvin, Giordano & Associates, Inc., Fort Lauderdale, FL (2007)

- Responsibilities include the supervision of all mechanical plans examiners and inspectors
- Review and approval of residential, commercial, and industrial type of projects to comply with the Florida Building Code.

Chief Mechanical Inspector, CSA Group, Weston, FL (9/2005-2/2007)

- Reviewed all residential, commercial and industrials plans for compliance with the Florida Building Code.
- Inspected mechanical installation for compliance with approved plans for final sign off.

Mechanical Inspector, Mechanical Plans Examiner, Broward County, Fort Lauderdale, FL (7/1994-9/2005)

- Conducted plan examination for the City of Dania and Miramar.
- Review all documentation to comply with the Florida Building Code and Mechanical Code.
- Conducted inspections on residential, commercial, and industrial projects.

Mechanical Designer I, CES Consulting Group Inc., Pompano Beach, FL (1992-1993).

Designed cooling and heating load calculations for residential and commercial projects.

President, USA Construction Inc., Miami, FL (1990-1991).

Remodel several residential projects.

Vice President, American Hood Installation & A/C Corp, Miami, FL (1988-1989)

- Sales and installation for various commercial, residential projects
- Installation of commercial kitchen hoods
- Sales of various projects sold internationally.

Mechanical Manager, R.V. Air Conditioning, Inc., Hialeah, FL (1981-1987)

- Installation of Air Conditioning and Refrigeration Units for Residential, Commercial and Industrial projects.
- Supervision of employees for various construction projects
- for Metro Dade County, Broward County, and West Palm Beach.

## EDUCATION

Bachelor of Arts, St. Thomas University, 1984

### LICENSES AND CERTIFICATIONS

Department of Professional Regulation Class A Air Conditioning Contractor's License, 1987

Department of Professional Regulation, Mechanical Contractor's License, 1991

Department of Professional Regulations, Sheet Metal Contractor's License, 1992

Department of Professional Regulation, General Contractor's License, 1993

Ferris State University Certificate, Universal Technician, 1995

Department of Business and Professional Standard Inspector, BN2330, 2005

Department of Business and Professional Standard Inspector, PX1463, 2005

International Code Council Residential Combination Inspector, 5166039-R5

Certified by Broward County Board of Rules and Appeals

Sheila oliver

Plans Examiner & Inspector

### SUMMARY OF QUALIFICATIONS

By being a contractor previous to my being an inspector, plans reviewer and chief, I feel it has aided me in understanding both sides of the proverbial fence, which I feel enhances my ability as an educator. I can not only implement the code but also explain it to contractors, engineers, architects and those in mechanical training in a way where they understand the logic of it and thereby we are able to meet on common ground to enforce and maintain the integrity of the code without the power struggle that unfortunately has become all too common in this trade. I have always tried to implement a very businesslike but open door policy with these designers which usually leads to a better adherence to the codes and/or the intent while still understanding the cost effects for the developers, therefore the mechanical discipline becomes more effective. Over the years, I have proven myself and have received respect in our trade for my knowledge and ability to work with these diverse groups of people that all interact with our mechanical trade.

I have served on the Board of Rules & Appeals Mechanical Technical Committee for Broward County from 1989 - 1991 and from 1994 to the present and the Broward County Mechanical licensing board since June of 2006. I have taught Codes and Standards for Continuing Education points for the Board of Rules & Appeals for the past 3 years. In Addition, I have been teaching at Pipefitters Local 725 for the past 7 years for, 4th & 5th year apprentices Code and Standards for Retrofit and Preparation for Journeymen General Testing and 1st year apprentices Basic Science and Refrigeration

#### EXPERIENCE

Consultant, Herway A.C., LLC. Dania Beach, Florida. Review jobs from planning stages, design and installation for all Codes & Standards as well as maintainability applicable for Heating, Ventilation, Air Conditioning, Refrigeration, Fire Suppression & all other related Mechanical Fields. Specializing in code criteria for smoke control systems, for both new and existing facilities, for high rises as well as atria and mall applications.

Chief Mechanical Inspector. City of Hollywood, (1993 – 2007). Interpret and enforce all Codes & Standards applicable for Heating, Ventilation, Air Conditioning, Refrigeration, Fire Suppression & all other related Mechanical Fields. Supervision of all Mechanical Plan Reviewers and Mechanical Inspectors.

Chief Mechanical Inspector, City of Sunrise, (1992 – 1993). Review jobs from planning stages, design and installation for all Codes & Standards as well as maintainability applicable for Heating, Ventilation, Air Conditioning, Refrigeration, Fire Suppression & all other related Mechanical Fields. Specializing in code criteria for smoke control systems, for both new and existing facilities, for high rises as well as atria and mall applications.

Mechanical Plan Reviewer, City of Pompano Beach, (1989 – 1991). Plan review for Mechanical Code Compliance and field inspections

Mechanical Inspector, Broward County, (1987 – 1989). Field inspections to verify compliance with all Mechanical Codes & Standards and training to become a Mechanical Plans Reviewer.

Mechanical Contractor, Delta Air Conditioning, (1980 – 1987). Qualifier, estimator, designer, supervision of installation for all mechanical systems installed by my company.

### EDUCATION

Florida Atlantic University North Miami, Florida CE - Construction Licensing Requirements.

Florida International University, Miami, Florida Construction Mgmt, Mechanical Design & Drafting Classes.

Florida Class A Unlimited Mechanical Contractor

#### LICENSES

Florida Chief Mechanical Inspector/Plan Reviewer

Florida Mechanical Inspector

Southern Building Code Congress Mechanical Plans Examiner

Southern Building Code Congress Mechanical Inspector,

I.C.C. Mechanical Plans Examiner

I.C.C. Mechanical Inspector

Broward County Board Certified Chief Mechanical Inspector/ Plan Reviewer

Broward County Certified Mechanical Inspector

Uniform Building Code Mechanical Inspector for the School Board, Dade County Certified

Vocational Instructor and a Florida State Certified Instructor and Provider for Contractor Continuing Education Credits

Licenses Information		Licensee Information	
Name:	MASTROSIMONE, PHILLIP W (Primary Name)	Name:	MASTROSIMONE, PHILLIP W (Primary Name
(tome:	INDIVIDUAL (DBA Name)	Main Address:	(DBA Name) 7985 SE OSPREY STREET
Main Address:	7985 SE OSPREY STREET	Main Address:	HOBE SOUND Florida 33455
	HOBE SOUND Florida 33455	C	MARTIN
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LicenseLocation:	1630 NE 4TH CT	LicenseLocation:	*Private Address* *Private Address*
	FT LAUDERDALE FL 33301		*Private Address*
County:	SROWARD		*Private Address* *Private Address*
License Information			
Ucense Type:	Certified Plumbing Contractor	License Information	
Rank:	Cert Plumbing	License Type:	Standard Inspector
License Number:	CFC837107	Rank:	Inspector
Status:	Current, Inactive	License Number;	BN374
Licensure Date:	93/08/1986	Status:	Current, Active
Expires:	98/31/2019	Licensure Date:	03/17/1994
		Expires:	11/30/2009
Special Qualifications	Qualification Effective	Expires.	11/30/2007
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License Returned	10/10/2006	Special Qualifications	Qualification Effective
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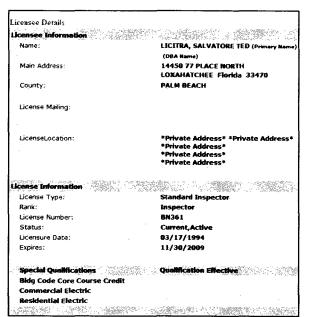
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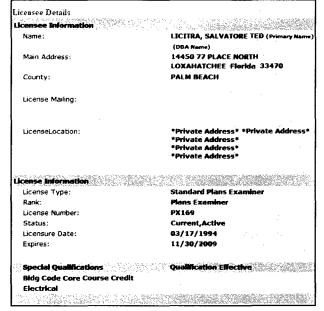
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Name:	OZUNA, JOSE DANIEL (Primary Name)
	UPRIGHT ENGINEERING INC (OBA Nar
Main Address:	20635 NE 9TH CT
	MIAMI Florida 33179-1913
County:	DADE
License Mailing:	
LicenseLocation:	20635 NE 9TH CT
	MEAMI FL 33179-1913
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License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC059406
Status:	Current, Active
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Name:	OZUNA, JOSE DANIEL (Primary Name)
	(DBA Name)
Main Address:	20635 NE 9TH CT
	MIAMI Florida 33179-1913
County:	DADE
License Mailing:	
LicenseLocation:	*Private Address* *Private Address* *Private Address*
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license information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN3484
Status:	Current, Active
Licensure Date:	03/19/1999
Expires:	11/30/2009

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Name:	OZUNA, JOSE DANIEL (Primary Name)
	(DBA Name)
Main Address:	20635 NE 9TH CT
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License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX1475
Status:	Current,Active
Licensure Date:	09/14/1998





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Name:	GIGLER, RICH.	ARD ROBERT (Primary Nam
	(DBA Name)	
Main Address:	*Private Addr *Private Addr *Private Addr *Private Addr	ess*
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License Type:	Standard Insp	ector
Rank:	Inspector	
License Number:	BN4322	
Status:	Current, Activ	B.,
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Licensure Date:		

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Name:	GIGLER, RICHARD ROBERT (Primary Name)
	(DBA Name)
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	(DBA Name)
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License Type:	Standard Inspector
Rank:	Inspector
license Number:	BN2330
Status:	Current, Active
Licensure Date:	10/24/1995
Expires:	11/30/2009

Building Department Services, RFP # FI-09-05 CGA 09-2498



## SUMMARY OF EXPERIENCE

CGA is currently providing Building Inspection and Plan Review Services for the following municipalities:

Client	Project Description
<b>City of West Park</b> Contact: Russell Benford, City Administrator 3150 S.W. 52 <sup>nd</sup> Avenue, Suite 100 Pembroke Park, Florida Telephone (954)989-2688 Fax: (954)989-2684 E-mail: <u>rbenford@cityofwestpark.org</u>	Building administration, building official, plan review and inspection. Provide all required forms, perform permit intake, plan review, inspections, issuance of Certificates of Occupancy and or completion. Respond in emergency situations for damage assessment. Construction Cost: Ongoing Contract based on collection of permit fees. CGA keeps 90% of permit fees for services
<b>City of Weston</b> Contact: John Flint, City Manager 2500 Weston Road, Suite 100 Weston, Florida 33331 Telephone: (954)385-2000 Fax: (954)385-2010 E-mail: jflint@westonfl.org	Building Code administration including intake and processing of Building Permits, zoning plan review and inspections, engineering plan review and inspections <b>Construction Cost: Ongoing Contract based</b> <b>on cost recovery (hourly)</b>
<b>City of North Lauderdale</b> Contact: Tammy Reid, Community Development Director 701 SW 71 <sup>st</sup> Avenue North Lauderdale, FL 333068 Telephone: (954)724-7048 Fax: (954)724-2064 E-mail: <u>tholguin@nlauderdale.org</u>	Supplied required building official services including supervision of staff, issuing of Certificate of Occupancy and Completion plan review and inspection, supplemental plan review and inspections <b>Construction Cost: Ongoing contract based on hourly rate for Building Official</b> ,
<b>Town of Surfside</b> Contact: Gary Word, Town Manager 9293 Harding Avenue Surfside, Florida 33154 Telephone: (305) 993-1051 Fax: (305) 861-1302 E-mail: <u>gword@townofsurfsidefl.gov</u>	inspectors and plans examiner Building administration, building official, plan review and inspection. Provide all required forms, perform permit intake, plan review, inspections, issuance of Certificates of Occupancy and or completion. Respond in emergency situations for damage assessment. Construction Cost: Ongoing contract hourly rate

### **SUMMARY OF EXPERIENCE**

Founded in 1996, NOVA Engineering and Environmental Inc. has been in business for 13 years. In 2007 the firm was reorganized as a limited liability company and merged with CAPRI Engineering LLC as NOVA Engineering and Environmental LLC.

The combined NOVA / CAPRI company has performed building code inspection services for several Florida municipalities under indefinite delivery contracts that were very similar to this project. Unfortunately several of these contracts expired some time ago and therefore the contact persons involved with our services may have changed. However, NOVA currently offers full-service Municipal Support Services for several municipalities that require a more comprehensive scope of services although they are also very similar in general scope.

#### Current Contracts:

Client:	City of Clermont
Address:	685 W. Montrose Street
	Clermont, FL 34712
Contact:	Mr. Darren Gray
Title:	Asst. City Manager
Phone:	352.394.4081
Fax:	352.394.4087
Email:	dgray@cityofclermonfl.org
Project:	Full Service Municipal Support Services – Building Department
	(Building Official, Plan Review, Inspection, Permit Administration)
Date:	November 2007 – Current
Amount:	\$536,000.00



#### SUMMARY OF EXPERIENCE (CONT'D.)

Client:	City of Tavares
Address:	201 East Main Street
	Tavares, FL 32778
Contact:	Mr. Jacques Skutt
Title:	Community Development Director
Phone:	352.742.6213
Fax:	352.742.6087
Email:	jskutt@tavares.org
Project:	Municipal Support Services – Building Department
	(Building Official, Plan Review, Inspection)
Date:	September 2005 – Current
Amount:	\$259,000.00

### Expired Contracts:

Client:

**Brevard County** 

Address:	2725 Judge Fran Jamieson Way
	Viera, FL 32940
Contact:	Carroll Brown
Title:	Building Official
Phone:	321.690.6875
Project:	Continuing contract for Plans Examination and Code Compliance
Inspections	
Date:	Feb. 2005 - Feb. 2006

Client:	Glades County
Address:	500 Avenue K
	Moore Haven, FL 33471
Contact:	Jim Smith
Title:	Building Official
Phone:	863.946.6000
Project:	Contract for Building Code Administration, Plans Examination, Code
	Compliance and Code Enforcement
Date:	January 2004, renewed January 2006



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### SUMMARY OF EXPERIENCE (CONT'D.)

### **Expired Contracts:**

Client:	Hardee County
Address:	401 W. Main Street
	Wauchula, FL 33873
Contact:	Mike Cassidy
Title:	Building/Zoning Official
Phone:	863.773.3236
Project:	Continuing contract for Plans Examination and Code Compliance
Inspections	
Date:	

Client:	The City of Kissimmee
Address:	101 N. Church Street
	Kissimmee, FL 34741
Contact:	Jim Zicaro
Title:	Building Official
Phone:	407.518.2130
Project:	Continuing contract for Building Code Inspections
Date:	Oct. 2004 - Oct. 2005

Client:	Okeechobee County
Address:	499 N. West 5th Ave
	Okeechobee, FL 34972
Contact 1:	Jim Threewits
Title:	Deputy County Administrator
Phone:	863.763.4458
Contact 2:	Arnold Verwey
Title:	Building Official
Phone:	863.467.6644
Project:	Continuing contract for Plans Examination and Code Compliance
Inspections	
Date:	Dec. 2004 - Dec. 2006



#### SUMMARY OF EXPERIENCE (CONT'D.)

#### **Expired Contracts:**

Client:	The City of Winter Park
Address:	401 Park Avenue South
	Winter Park, FL 32789
Contact:	George J. Wiggins
Title:	Chief Building Official
Phone:	407.599.3426
Project:	Continuing contract for Plans Examination and Code Compliance
Inspections	
Date:	April 2005, renewed April 2007

Client:	Palm Beach County
Address:	50 South Military Trail, Suite 110
	West Palm Beach, FL 33415
Contact:	Pat D'Agostino
Title:	Building Department
Phone:	561.616.6800
Project:	Continuing contract for Plan Review, Inspection and Engineering Services
Date:	Aug. 2006 - July 2007





# FINANCIAL STABILITY/STATEMENT

Building Department Services, RFP # FI-09-05 CGA 09-2498

### **Financial Stability / Statement**

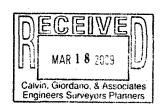
Since its inception in 1937, CGA and its predecessors have been financially solid companies, never having filed for bankruptcy nor heavily burned by economic fluctuations. Because CGA is a private corporation, CGA does not disclose specifics of our financial statements; however, CGA has had a long banking relationship with Wachovia Bank.

Please feel free to contact Thomas Weigel, V.P. Relationship Manager to verify any particulars relating to CGA's financial stability.

CGA's gross revenues for the past eight (8) years are as follows:

<b>GROSS REVENUE</b>
\$ 8,568,007.00
\$10,080,100.00
\$11,334,700.00
\$14,956,500.00
\$17,337,500.00
\$21,088,000.00
\$23,135,273.00
\$22,761,855.00

Wachovia Bank, N.A. Business Banking Group FL6063 2500 Weston Roud Weston, FL 35331



WACHOVIA

March 12, 2009

Mr. Dennis Giordano Calvin, Giordano & Associates, Inc. 1800 Eller Drive, Suite 600 Ft. Lauderdale, FL 33316

Dear Dennis;

Calvin, Giordano & Associates, Inc. has been a valued customer of Wachovia Bank, N.A. since 1988. The Firm has a secured line of credit in the low seven figure range. The Firm's average depository balances are in the low/mid six figure range. All borrowings and accounts have always been handled as agreed, and we appreciate your business.

If you have a client that would like to speak with me about the Firm's Business Banking relationship, please give them my name and direct telephone number - #954.467.5141. I would ask that you please notify me prior to anyone calling, as we typically do not discuss client relationships on the telephone.

We value your relationship and thank you for banking with Wachovia.

Sincerely,

Thomas P. Weigel Vice President Relationship Manager Business Banking Group



## UNDERSTANDING OF THE REQUESTED PROJECT/ FIRM'S APPROACH AND METHODOLOGY/TRANSITION PLAN

Building Department Services, RFP # FI-09-05 CGA 09-2498

### **Understanding of the Project and Methodology**

#### BACKGROUND

Calvin, Giordano & Associates (CGA) has been providing professional consulting services in the Broward County area for 71 years. CGA is a financially strong employee owned company of approximately two hundred (200). Through the years CGA's commitment to provide "exceptional solutions" and innovative ideas has allowed us to be the recipients of numerous awards.

CGA knows that in order for any company to achieve a winning solution and to offer the highest level of service to the client it must first understand what the client requires. What does the client really need and why they need it. Further, the provider of any service, of course, must also have a complete understanding of the service they are providing. This would include how the service works from a process standpoint, how it works from a financial perspective, and most importantly the understanding of the end user and their concerns.

CGA also understand that a Building Department exists for several reasons which are critical to a municipality and it residents. Many municipalities are currently turning to the private sector for professional support in a variety of outsourcing services. This trend is steadily increasing across the Country. The use of private firms is a way that municipalities control costs and personnel concerns without losing control of those services.

Whether it is because cities build out, or the constant ebb and flow of development, or natural disasters, the fact is that Building Department costs, revenues and staffing have become more difficult to manage. With that in mind, CGA's Building Code Services Department is poised to provide municipalities such as the City of Pembroke Pines and other governmental agencies with the resources to required to provide effective compliance with Florida Building Code, State and Federal Statues, Local Ordinances and other rules and regulations in the construction industry, all the while keeping our client's costs down.

Our objective is to create a partnership with the residents of the community and contractors. Our goal is to make to make the permitting and completion of their project as flawless as possible. It matters not how difficult or easy the project, or how challenging a client may be. We know that communication and empathy with and for our clients can assist in making what can be a daunting process more efficient, less confrontational and beneficial for all.

#### UNDERSTANDING OF THE SCOPE OF SERVICES TO BE PROVIDED

We will tailor our services to meet the City of Pembroke Pine's unique needs. As outlined in the City's Request for Proposal, the City is requiring staffing of the entire Building Department from the Assistant Building Official to Plans Examiners and Inspectors. It also includes the need for CGA to provide all administrative and clerical staffing. The entire staff would then be responsible to the City's Building Official and City Manager.

The City requires that the successful consultant provide, Building Code Plan Review, Inspections and Permit Administration services to the City as required by State Statute and Rules, Broward County and City Ordinances. CGA and our Staff have been providing these services for several years. Our Plan Review and Inspection Staff have a minimum of eight (8) years and as many twenty four enforcing the South Florida Building Code and now of course the Florida Building Code and all within the Broward County area.

Another requirement that the City has is that the provider fulfill is set time frames for plan review and inspections. CGA is now adhering to these same time frames in two Cities with whom we have current contracts as they are part of their requirements. Moreover, CGA consistently meets set time frames; both our clients and our staff pride themselves on it.

CGA Inspectors and Plans Examiners are all equipped with late model vehicles with the



Company name and logo. Each car has a laptop computer and printer installed in it. This provides staff

with enhanced communication

abilities. They can instantly and in real time provide to a client inspection results, photographs and computer printed

red tags or other printed documents in the field. There can be minor plan review from the field with the emailing of minor plans and applications. In addition, of course, every employee

has a cell phone. The cell phone numbers are shared with our municipal partners, and our customers as well are considered as also partners, the homeowner, contractors, developers and design professional.

We also understand the need to respond in emergency situations. CGA staff is on call 24 hours a day and 7 days a week and whether it is a fire in a house or a car driving through a store front we are ready to go. We have done hurricane preparedness inspections and hurricane aftermath inspections. All our inspectors have received ISO training and Certifications as required by FEMA.

The Building Services Department here at CGA understands the specific needs of the Zoning and Planning Departments. We have not only worked alongside City Zoning and Planning Officials but we also have an in house Planning and Zoning staff that provide outside services to other municipalities. This gives us both a great resource and perspective to the tasks and talents of these important partners in the process.

The failure of any community to have an efficient and qualified Building Code Enforcement program in place could cause great harm to the community. The Building Codes and other related regulations were written to protect the health and safety of all citizens. They were also written to prevent the loss of property and the diminishing of property values. If CGA is selected we will provide the highest level of Building Code Services possible to the City of Pembroke Pines to keep it a safe and wholesome place to live and work.

### **Transition** Plan

CGA understands and appreciates the importance to the City's elected officials, present staff, residents and various customers that it is imperative that a seamless transition take place from what is now a "traditional in house" City Employee service, to one that is provided by a new "Team" consisting of the City's Building Official and CGA's dedicated staff. CGA's veteran staff comes with an understanding and appreciation that they will become an integral part of The City of Pembroke Pines Government, with the award of this contract. The Transition Plan includes these three basic components, and can begin almost concurrently with each other.

- 1. Information Gathering The first component would include the necessary research and meeting(s) with the City Manager, the Building Official and any other individuals whom the City deems necessary. This would establish the appropriate and essential lines of communication. We would also expect that the exact requirements and expectations of the City would be expressed and discussed during this initial meeting. This phase would include discussions concerning the existing City Staff and the direction the City would like to take with specific employees and the process that needs to be followed. All issues concerning the existing personnel would need to be addressed through the Pembroke Pines Human Resource Office as the City deems necessary. We understand the impact that this agreement may have, and will do everything to be sensitive and flexible both during the transition and afterwards. Part of this component would also address issues such as vehicles, office equipment, paper goods, computers and all the other hardware and equipment necessary to operate a first class Building Department, Although CGA has done some research on the past and present work load of the City's Building Department, additional information on existing projects, future projects and long term plans for the City will be essential.
- 2. Evaluation and Recommendations for Improvement The second component consists of evaluating the present business practices, the service and staffing levels. This would include the following and may run concurrently with first component if desired by the City. CGA senior staff will review all policies, procedures, checklists, etc. that are now utilized. CGA will review these various documents to evaluate their efficiency and effectiveness, and to determine whether procedures and policies are being followed. This task would include observing administrative and technical personnel to determine customer service awareness and delivery. We would also want to introduce CGA's staff to the various software suites that the Building Department utilizes and do any necessary training.

During this phase CGA would also want to begin the review of the record keeping and archiving procedures including both paper and electronic documents. When these tasks have been completed a report would be created and made available to the Building Official and the City Manager for their review. This report would include any recommendations for improvement or adjustment to existing staffing levels, processes and procedures. At the direction of the City, CGA would adjust or rewrite the written procedures and policies, create the appropriate work flow charts and checklists, and create a new Organizational

Chart for the new Building Department "Team" demonstrating the structure necessary to serve the public in a customer friendly and efficient manner.

3. Implementation - The third component would be implementation of the agreement and the kick- off of the services. We believe this will be a successful effort, because both the City's staff and CGA's staff all have a wide range of experience managing and working in a Building Department setting. The first step in this component would include CGA's senior managers and Human Resources Director meeting with all City staffers. Offers of employment would be made to those individuals who reach agreement with CGA. If the offer of employment is accepted the employee will become part of the CGA family and would continue to work in the City as required. Once all the personnel issues have been addressed a meeting will be conducted with the entire team to move forward as the "Pembroke Pines Building Department". The CGA Building Code Services Staff has adopted a "Code of Ethics" and will expect the entire new team to affirm or reaffirm that they will follow that Code.

At this point the organizational chart will be complete with all the Team Members identified. The processes and procedures will be finished and the supervisors will be in place. Staff will follow the lead of their supervisors as spelled out in the procedures, as will the administrative staff. Supervisors will continually monitor and evaluate their staff to determine whether they need any additional training or counseling. Supervisors will continually monitor service levels including turnaround times and quality to assure staffing levels is appropriate. There will be weekly meetings with the City Officials and senior staff to discuss solutions to problems that are identified with the work flow and customer service levels. Work processes will be adjusted to flow efficiently and improve with experience. Written procedures will be updated as necessary. Customers will be interviewed for satisfaction throughout the term of the contract.



# LITIGATION HISTORY

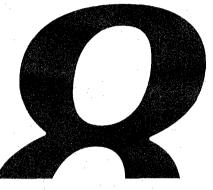


### Litigation

Customer satisfaction is CGA's primary objective for every project undertaken by the firm. As such, CGA endeavors to complete each project on time and within budget. CGA is proud to assert that CGA has not failed to provide products, perform services, or furnished goods for which we have been contracted. Furthermore, CGA has no judgments, claims, arbitrations proceedings or suits pending or outstanding.

In the last five (5) years CGA has been involved in the following litigation:

- 1. James A. Cummings, Inc. v. Calvin, Giordano & Associates, Inc., Case No: 06-019973(18) in the 17th Judicial Court, in and for Broward County. This case which was filed in 2006 was related to the Palm Beach County Airport Parking Structure. The case was settled in August 2007.
- 2. Yvette Lorenzo, personal representative of the estate and survivors of Orestes Lorenzo v. Florida Department of Transportation, City of Pembroke Pines, William J. Russo, Natasha Russo, and Calvin, Giordano & Associates, Inc., Case No: 0601924(12) in the 17th Judicial Court, in and for Broward County. CGA was a co-defendant in a wrongful death action brought by the deceased's relatives. This case was filed on or about June 30, 2006, and was settled to the satisfaction of both parties in September 2008.



# CRIMINAL CONVICTIONS

Building Department Services, RFP # FI-09-05 CGA 09-2498

### **Criminal Convictions**

CGA its owners, officers or personnel to be assigned to this contract have no criminal convictions.

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	CA	alvin, Giordano & ttn: Dennis Giord	Assoc, Inc.	INSURER C:	Hartford Ins. Co.		38261
	<u>т</u>	800 Eller Drive # t. Lauderdale FL	600	INSURER D:	American Guar & Li	ab Ins Co	26247
	F	C. Lauderdale FL	33310	INSURER E:	Zurich American In	surance Co.	16535
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						MED EXP (Any one person)	\$ 10,000
	<b>E</b>	Blanket Addl Insd				PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
		AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	
	J	POLICY X PRO- JECT LOC				Emp Ben.	1,000,000
B	·	ANY AUTO	21UUNLK3645	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	X	HIRED AUTOS				BODILY INJURY (Per accident)	\$
:		Coll Ded \$1,000 Comp Ded: \$1,000				PROPERTY DAMAGE (Per accident)	\$
:	GARA	AGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	^	ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG	
-	EXCE	SS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$5,000,000
D	X	OCCUR CLAIMS MADE	AUC594612800	01/01/09	01/01/10	AGGREGATE	\$5,000,000
							\$
		DEDUCTIBLE					- \$
	XF	RETENTION \$10,000					\$
		COMPENSATION AND				X TORY LIMITS OTH	1-
C ANY	PROPR	S' LIABILITY RIETOR/PARTNER/EXECUTIVE	21WBN03209	01/01/09	01/01/10	E.L. EACH ACCIDENT	\$ 1000000
OFF	FICER/ME	EMBER EXCLUDED? be under	-			E.L. DISEASE - EA EMPLOYE	E \$ 1000000 -
SÝE	CIAL PR	ROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1000000
ОТН							
		ssional Liab	EOC66915217	08/27/08	08/27/09	Per Claim	\$5,000,000
		\$150,000	RETRO 8/1/1959 LES / EXCLUSIONS ADDED BY ENDORSEME	NT ( 0070(4) 5-	MISIONS	Aggregate	\$5,000,000
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CERTIF	ICATE	HOLDER		CANCELLAT	ION	······································	
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		~		DATE THEREO	F, THE ISSUING INSURE	R WILL ENDEAVOR TO MAIL	*30 DAYS WRITTEN
	~		•	NOTICE TO TH	E CERTIFICATE HOLDE	R NAMED TO THE LEFT, BUT	FAILURE TO DO SO SHALL
		ity of Pembroke P 812 SW 31st Aven		IMPOSE NO OE	LIGATION OR LIABILIT	Y OF ANY KIND UPON THE INS	SURER, ITS AGENTS OR
		embroke Park FL 3		REPRESENTAT	TVES.		
	-			AUTHORIZED	PRESENTATIVE		
				- Col	h' - Gwe	2	

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

#### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

#### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



## **City of Pembroke Pines, FL**

### Agenda Request Form

#### Agenda Number: 29.

File Number:	09-0301	File Type: Agreements/Con	ntracts Status: Passed
Version:	0	Reference:	Controlling Body: City Commission
Requester:	Public Services Director	Initial Cost:	Introduced: 06/10/2009
File Name:	BUILDING DEPARTME	NT SERVICES	Final Action: 06/17/2009
Title: MOTION TO APPROVE THE AGREEMENT BETWEEN THE CITY PEMBROKE PINES AND CALVIN, GIORDANO & ASSOCIATES, IN FOR PROFESSIONAL BUILDING DEPARTMENT SERVICES.			NO & ASSOCIATES, INC.,
Notes: Attachments:	#14 dated 6-3-09 3. Exhibit B of Agreemer	nt - RFP #FI-09-05 nt - Minutes/Agenda Item nt - Submittal - Calvin	Agenda Date: 06/17/2009 Agenda Number: 29. Enactment Date: Enactment Number:

#### History of Legislative File

Ver- sion:	Acting Body:	Date: Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	06/17/2009 approve				Pass

#### SUMMARY EXPLANATION AND BACKGROUND:

1. Commission awarded RFP #FI-09-05 for professional building department services to Calvin, Giordano & Associates, Inc., on June 6, 2009.

2. The agreement has been prepared by the City Attorney's office for approval.

3. Motion to approve the agreement between the City of Pembroke Pines and Calvin, Giordano & Associates, Inc., for professional building department services.

#### FINANCIAL IMPACT DETAIL:

See Agreement for financial impact. A zero cost contract to the City for Revenues Page 6 Section 4.1.

a) Initial Cost:

- b) Amount budgeted for this item in Account No:
- c) Source of funding for difference, if not fully budgeted:
- d) 5 year projection of the operational cost of the project
- e) Detail of additional staff requirements:

EXHIBIT C City of Pembroke Hungs, FL Pembroke Pines, Florida 33026 **Meeting Minutes** www.ppines.com **City Commission** Frank C. Ortis, Mayor Angelo Castillo, Vice Mayor Jack McCluskev. Commissioner Carl Shechter. Commissioner

Iris A. Siple, Commissioner Wednesday, June 17, 2009 3:00 PM

**Commission Chambers** 

29.

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

A motion was made by Vice Mayor Castillo, seconded by Commissioner McCluskey, to approve Item 29. The motion passed by the following vote:

Aye: 5 - Mayor Ortis, Vice Mayor Castillo, Commissioner Shechter, Commissioner McCluskey and Commissioner Siple

Nay: 0-

PRIOR TO THE VOTE BEING TAKEN:

Vice Mayor Castillo asked if the \$300,000 dollars for rent and administrative fees were still in the contract with Calvin, Giordano.

City Manager Dodge stated that it was in the contract.

The following member of the public spoke:

Jay Schwartz, 8310 NW 16 Street

Commissioner Siple asked on Page 5, at 2.6, as to what happens to current vehicles. Also, 2.6 sub-section 2, she asked who is going to be responsible for equipment and communication. Section 4.1 states all fees would be increased annually on July 1, 2011; will this automatically happen and the City would have no say as to what those numbers would go to and will they have to stick to the CPI. She questioned what happens if they move out.

City Manager Dodge responded that the City would look at the inventory and see which vehicles could be disposed of and which would be the City's fleet. The equipment and communication devices will be at the vendor's expense; fees would be adjusted annually based on the CPI. The City is not recommending they move out; that will be an issue that would come back to the Commission for consideration.

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

THIS FIRST AMENDMENT (the "First Amendment"), made and entered into the <u>27</u> day of <u>April</u>, 2011 by and between:

#### **CITY OF PEMBROKE PINES, FLORIDA**

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

AND

#### CALVIN GIORDANO & ASSOCIATES, INC,

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

WHEREAS, on July 1, 2009, CITY and CONTRACTOR entered into a five-year Professional Services Agreement ("Original Agreement"), whereby CONTRACTOR agreed to provide the CITY with plan review, inspection, and other building department-related services; and

WHEREAS, the Parties now seek to amend the Original Agreement in accordance with the terms and conditions set forth herein.

#### WITNESSETH

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

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

SECTION 2. The following sections of Article 3 of the Original Agreement are hereby repealed and replaced with the following:

3.1 Term: This First Amendment shall be effective for the remainder of the term of the Original Agreement following the date of execution by the Parties.

1

3.6 In accordance with Section 11.8 of this agreement, CONTRACTOR shall maintain any and all public records, as defined by Section 119.011(12), F.S., received during the performance of their duties and responsibilities under this agreement. Upon termination for any reason, CONTRACTOR shall deliver, forthwith, to the CITY all public records, including, but not limited to, finished and unfinished work product, data, studies, surveys, sketches, plans and reports in its possession. CONTACTOR shall also reasonably assist the CITY and any successor contractors in the transition, including transition of the computer data or software, as may be necessary.

SECTION 3. Article 10, entitled "Legal Obligations", is hereby amended by the addition of Section 10.3, as follows:

10.3 <u>Taxes</u>. CONTRACTOR shall be responsible for the payment of any and all applicable taxes, including, but not limited to, ad valorem taxation and other special assessments, as may be levied from time to time by Broward County or the CITY.

**SECTION 4.** The following sections of Article 11 of the Original Agreement are hereby repealed and replaced or created as follows:

11.7 No Onsite Solicitation and Conflicts of Interest: The CONTRACTOR shall not create an express, implied or appearance of a conflict of interest in any location relative to their duties and responsibilities in their performance of this Agreement. In furtherance of this commitment, CONTRACTOR hereby agrees as follows:

11.7.1 CONTRACTOR shall not solicit work from private citizens, individuals, businesses, or others nor create a conflict of interest or the appearance of a conflict of interest in any location relative to their duties and responsibilities in their performance of this Agreement.

11.7.2 CONTRACTOR shall not represent private clients at a public hearing in the City or appear before the City Commission or any of its advisory boards or bodies established pursuant to Chapter 32 of the City's Code of Ordinances representing private clients.

11.7.3 CONTRACTOR shall not provide consulting services to any private party or client regarding any matter that may otherwise be subject to the scope of services performed by CONTRACTOR in accordance with the Original Agreement. Upon execution of this First Amendment, CONTRACTOR shall provide the CITY with a list of all existing private clients which may be subject to the scope of services set forth in the Original Agreement. The list of private client shall become Exhibit "A" attached to this First Amendment and incorporated herein. 11.7.4 Notwithstanding any other provision of this Agreement, CONTRACTOR shall be permitted to continue to represent the following three (3) existing governmental clients: the Florida Department of Transportation, the South Broward Drainage District, and the South Broward Hospital District.

11.7.5 In the event of a conflict pursuant to this amendment, CONTRACTOR shall, at no additional expense to the CITY or to the affected applicant, contract with a third party independent, professionally licensed person, firm or corporation to perform all duties and responsibilities as may be necessary under the terms of the Original Agreement. In each instance where a conflict exists, CONTRACTOR shall provide prior written notice to the CITY including the name of the independent third party, professionally licensed person, firm or corporation who shall perform all duties under this Agreement, which shall be subject to prior written approval by the City Manager. The CONTRACTOR shall advise the City Commission of any third party engagements pursuant to this section.

11.9 Nothing contained in this Agreement shall affect in any way the independent obligations and duties of the City Engineer including, but not limited to engineering inspections, as they may relate, if at all, to the CONTRACTOR's scope of services under this Agreement.

**SECTION 5.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 6.** The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein.

CITY OF PEMBROKE PINES, FLORIDA ATTE**\$** FRANK C. ORTIS, MAYOR JUDITH NEUGENT, CITY CLERK APPROVED S TO FORM ATTORNEY OFFICE OF

CALVIN	GIORDANO & ASSOCIATES, INC
By:	DL
DH	ENNIS GIORDANO

State of Florida County of Broward

On this, the <u>22</u><sup>rd</sup> day of <u>April</u>, 2011, before me, the undersigned Notary Public of the State of <u>Florida</u>, the foregoing instrument was signed and acknowledged by <u>Dernis</u> <u>Gloridano</u> on behalf of Calvin Giordano & Associates, Inc.

WITNESS my hand and official seal



Notary Public, State of ···· \r^

Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or Produced identification:

(type of identification produced)

,

#### EXHIBIT "A"

None.



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

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into this // day of ////, 2014, by and between:

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

and

**CALVIN GIORDANO & ASSOCIATES, INC.,** ("Contractor"), a Florida corporation authorized to do business in the State of Florida, with an address of 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316. City and Contractor hereafter collectively referred to as the "Parties".

#### WITNESSETH

WHEREAS, on July 1, 2009, the Parties entered into a Professional Services Agreement for Building Department Services ("Original Agreement") that expires on June 30, 2014 with the option to renew the agreement annually upon expiration of the existing agreement; and,

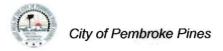
WHEREAS, the Original Agreement was awarded pursuant to Request for Proposals #FI-09-05 (the "RFP"); and,

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

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

WHEREAS, the Parties specifically seek to execute a one (1) year renewal in accordance with Section 9.2 of the Original Agreement.

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



**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

**SECTION 2.** The Original Agreement is hereby renewed for one year commencing on July 1, 2014 and terminating on June 30, 2015.

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

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

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

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

CITY:

CHARI

CITY OF PEMBROKE PINES, FLORIDA

CITY MANAGER

ATTEST: BY:

MARLENE GRAHAM, CITY CLERK

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



City of Pembroke Pines

#### **CONTRACTOR:**

	CALVIN GIORDANO & ASSOCIATES, INC. By: Print Name: Dennis Guardano Title: Presidente
ATTEST: By: Drive Appkins Print Name: Jawn Hopkins Title: Secretary	(CORPORATE SEAL)
STATE OF Florida : ss COUNTY OF Broward : ss	

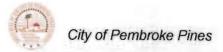
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Dennis Giordano as President of Calvin Giordano & Associates, Inc., and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Calvin Giordano & Associates, Inc., for the use and purposes mentioned herein and that the instrument is the act and deed of Safeguard Services, Inc. He/she is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10 day of June 2014.

Notary Public, State of Florida at Large

My Commission Expires:





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

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into this day of \_\_\_\_\_\_, 2015, by and between:

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

and

**CALVIN GIORDANO & ASSOCIATES, INC.,** ("Contractor"), a Florida corporation authorized to do business in the State of Florida, with an address of 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316. City and Contractor hereafter collectively referred to as the "Parties".

#### WITNESSETH

WHEREAS, on July 1, 2009, the Parties entered into a Professional Services Agreement for Building Department Services ("Original Agreement") that expires on June 30, 2015 with the option to renew the agreement annually upon expiration of the existing agreement; and,

WHEREAS, the Original Agreement was awarded pursuant to Request for Proposals #FI-09-05 (the "RFP"); and,

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

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

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

WHEREAS, the Parties specifically seek to execute a one (1) year renewal in accordance with Section 9.2 of the Original Agreement.



City of Pembroke Pines

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

SECTION 2. The Original Agreement is hereby renewed for one year commencing on July 1, 2015 and terminating on June 30, 2016.

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

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

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

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

CITY:

BY:

CHARLES

CITY OF PEMBROKE PINES, FLORIDA

F. DODGE, CITY MANAGER

ATTEST:

ORTIS MARLENE GRAHAM, CLT **Y CLERK** 

APPROVED AS TO FORM:

OPFICE OF THE CITY ATTOR



City of Pembroke Pines

CONTRACTOR:

CALVIN GIORDANO & ASSOCIATES, INC.

By: Print Name: DENNIS E TOPDANT Title: HRESIDENT

ATTEST: By: Print Name: Cha and Title: Tresure STATE OF FICUDE : SS

RENDARD

(CORPORATE SEAL)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Denvis George Action of Calvin Giordano & Associates, Inc., and acknowledged under oath that he/she has executed the foregoing Agreement as the proper official of Calvin Giordano & Associates, Inc., for the use and purposes mentioned herein and that the instrument is the act and deed of Safeguard Services, Inc. He/she is personally known to me or has produced \_\_\_\_\_\_\_ as

identification.

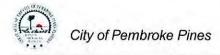
COUNTY OF

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10<sup>-4</sup> day of 2014.5

DAWN HOPKINS Notary Public - State of Florida My Comm. Expires Feb 18, 2017 Commission # EE 847097

Notary Public, State of Florida at Large

My Commission Expires: 218/17



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

THIS AGREEMENT, dated this day of April 2016, by and between:

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

and

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

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

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

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

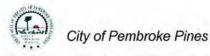
WHEREAS, on July 17, 2014, the Parties executed the Second Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective July 1, 2014 and terminating on June 30, 2015; and,

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

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

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

{00120771.1 1956-7601851 }



#### WITNESSETH

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

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

**SECTION 2.** Article 11, entitled "Special Conditions", is hereby amended by the addition of Section 11.9 and Section 11.10, as follows:

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

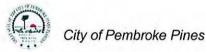
11.9.1 Keep and maintain public records required by the CITY to perform the service;

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

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

11.9.4 Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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



IF THE CONTRACTOR HAS QUESTIONS REGARDING THE **APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO** THE **CONTRACTOR'S** DUTY TO PROVIDE PUBLIC **RECORDS RELATING TO THIS CONTRACT, CONTACT THE** CUSTODIAN OF PUBLIC RECORDS AT

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

SECTION 3. The Original Agreement is hereby renewed for the third one (1) year renewal period commencing on July 1, 2016 and terminating on June 30, 2017.

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

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

**SECTION 6.** Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

CHARLES F. DODGE

**CITY MANANGER** 

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

ATTEST:

116 CITY OF PEMBROKE PINES

MARLENE D. GRAHAM, CITY CLERK

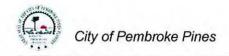
APPROXED AS TO FORM OFFICE CITY ATTORNEY

CITY:

BY:

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Page 3 of 4



#### **CONTRACTOR:**

WITNESSES

CALVIN GIORDANO & ASSOCIATES, I	NC.
BY: Del	
Print Name: D. Grondano	

pres

Print Name

Title:

0 JESUS

Print Name

STATE OF FOURD) SS: COUNTY OF BROWARD)

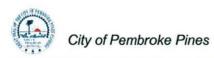
**BEFORE ME**, an officer date authorized by law to administer oaths and take acknowledgments, personally appeared **CALVIN GIORDANO & ASSOCIATES, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official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

IN WITNESS OF THE FOREGOING I have set my hand and official seal at in the State and County aforesaid on this 22 D day of ARCH, 2016.



NOTARY PUB

(Name of Notary Typed, Printed or Stamped)



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

THIS AGREEMENT, dated this  $\frac{22}{2017}$  day of  $\frac{2017}{2017}$ , by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

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

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

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

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

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

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

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

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



the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

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

#### WITNESSETH

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

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

SECTION 2. The Original Agreement is hereby renewed for the fourth one (1) year renewal period commencing on July 1, 2017 and terminating on June 30, 2018.

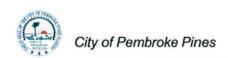
**SECTION 3.** In the event of any conflict or ambiguity by and between the terms and provisions of this Fifth Amendment, Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent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

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

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

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

ATTEST:

MARLENE D. GRAHAM,

MARLENE D. GRAHAM, 6/22/17 CITY CLERK

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: CITY MANANGER

CONTRACTOR: CALVIN GIORDANG & ASSOCIATES, INC. BY: Print Name: Chris Giordano

Title: Treasurer

Print Name

Thom Palumbo

WITNESSES

Jesus Cruz Print Name

STATE OF LOUDA ) ss: COUNTY OF 2)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared <u>Heis</u> <u>as TEEASURER</u> of **CALVIN GIORDANO & ASSOCIATES, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **CALVIN GIORDANO & ASSOCIATES, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

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



NOTARY PUBLIC HOPLINS

(Name of Notary Typed, Printed or Stamped)

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