



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

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

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

and

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

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

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

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

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

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

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



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

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

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

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

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

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

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

W I T N E S S E T H

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

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

SECTION 2. Section 3.1 of the Original Agreement, as amended, is hereby amended as set forth below:

3.1 Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **ONE DOLLAR AND SIXTY-THREE CENTS (\$1.63) per pound delivered** for 275 gallon totes, and **ONE DOLLAR AND FIFTY-SIX CENTS (\$1.56) per pound delivered** in bulk loads. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will



be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

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

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

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

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

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HAS BEEN INTENTIONALLY LEFT BLANK**



City of Pembroke Pines

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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY: CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

NALCO COMPANY LLC

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

STATE OF Illinois)
) ss:
COUNTY OF DePage)

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



Liana Podman
NOTARY PUBLIC
LIANA Podman
(Name of Notary Typed, Printed or Stamped)
Liana Legel
Title or Rank

Serial Number, if any

March 11th, 2020

Dear Mr. Cepeda,

Thank you for your continued interest in the Pembroke Pines / Jacobs / Nalco Water partnership.

As per your purchasing department inquiry, I would like to confirm that Nalco will be increasing the cost of NALCO 7396 Scale and Corrosion Inhibitor to the following new prices, DDP Pembroke Pines:

- \$1.63/lb for 275 gal totes;
- \$1.56/lb in bulk loads.

This price reflects a 3% increase due to a sharp increase of 16.5% on the production cost of this product during the last 12 months.

This price is effective June 1st, 2020 and through May 31st, 2021, unless any unforeseen disruption in the raw materials market should occur.

Please allow at least two weeks for delivery per the standard lead time.

We appreciate the opportunity to serve you. Should you require anything else, you may reach me at 305 343 7704

Sincerely,

Ricardo Avena
District Representative
Municipal Water Division
Nalco Water, An Ecolab Company



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

THIS AGREEMENT ("Agreement"), dated this 19th day of June 2019, by and between:

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

and

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

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

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

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

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

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

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



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

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

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

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

W I T N E S S E T H

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

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

SECTION 2. Section 3.1 is hereby amended as follows:

3.1 Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **ONE DOLLAR AND FIFTY-EIGHT CENTS (\$1.58)** per pound delivered for totes. Loads under 1,000 lbs shall be **ONE DOLLAR AND FIFTY-EIGHT CENTS (\$1.58)** per pound and loads above 1,000 lbs will be **ONE DOLLAR AND FIFTY-ONE CENTS (\$1.51)**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services..

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

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



and effect, except as specifically modified herein.

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

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HAS BEEN INTENTIONALLY LEFT BLANK



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


ATTEST:

CITY:


MARLENE D. GRAHAM,
CITY CLERK

CITY OF PEMBROKE PINES

BY:


CHARLES F. DODGE
CITY MANAGER


APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

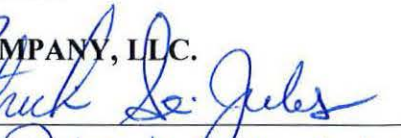
WITNESSES

NALCO COMPANY, LLC.


Patricia A. Allen
Print Name

BY:

Print Name:


Patrick St. Jules

Title:

Inside Sales

STATE OF Illinois)

COUNTY OF DuPage) ss:

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

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


NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





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

THIS AGREEMENT, dated this 19th day of March 2019, by and between:

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

and

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

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

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

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

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

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

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

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



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

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

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

W I T N E S S E T H

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

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

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

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

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

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

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



15.15.2.2 Is engaged in business operations in Syria.

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

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

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

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

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

ATTEST:

CITY:


MARLENE D. GRAHAM,
CITY CLERK

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER


APPROVED AS TO FORM


OFFICE OF THE CITY ATTORNEY




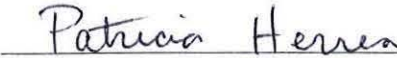
CONTRACTOR:

WITNESSES


Patricia A. Allen
Print Name

NALCO COMPANY, LLC

BY: 
Print Name: Patrick St. Jules


Patricia Herrera
Print Name

Title: Inside Sales

STATE OF Illinois)
COUNTY OF DUPAGE) ss:

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8 day of March, 2019.


NOTARY PUBLIC



(Name of Notary Typed, Printed or Stamped)



City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number: 3(R)

File ID: 19-0182

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/11/2019

Short Title:

Final Action: 02/20/2019

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

(A) NC4 Public Sector LLC - Purchase of Crime Fighting Software Package to Assist Officers in Combatting Crime.

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

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

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

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

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

(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE - FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*Agenda Date: 02/20/2019

Agenda Number: 3(R)

Internal Notes:

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

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

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

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

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

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

Notes:

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

Nay: - 0

1 City Commission 02/20/2019 approve Pass

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

Notes:

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

Nay: - 0

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

(A) NC4 Public Sector LLC - Purchase of Crime Fighting Software Package to Assist Officers in Combatting Crime.

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

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

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

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

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

(G) UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE - FUNDNG FOR PARTICIPATION IN PEDESTRIAN AND BICYCLE SAFETY ENFORCEMENT CAMPAIGN.

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

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

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

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

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

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

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

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

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

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

REPAIR PROJECTS.

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

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

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

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

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

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

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

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

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the December 2018, January and February 2019 Contract Database Report.

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

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

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

2. The City of Pembroke Pines Police Department utilizes NC4 Public Sector LLC for the officers to have the capability to create real time crime bulletins for a wanted subject or missing person which includes photographs and video.

3. Pursuant to Section 12.1 of the Original Agreement, this agreement shall renew in yearly or greater increments upon written notice by Customer of its intent to renew upon thirty (30) days prior to the end of any term.

4. On July 12, 2016, the Parties agreed to start the maintenance period effective May 1, 2016, extending the Original Agreement to April 30, 2019.

5. The City of Pembroke Pines Police Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on May 1, 2019 and expiring April 30, 2020, as allowed by the agreement.

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

1. On February 21, 2018, the City Commission approved to enter into a Contractual Services Agreement to provide and/or install trees, plants and other landscaping materials throughout the City of Pembroke Pines on as needed basis in accordance to landscape plan and specifications for projects as they arise for an initial one (1) year period commencing on April 9, 2018 and expiring on April 8, 2019.

2. The City of Pembroke Pines Public Service Department desire to amend the Original Agreement to include additional trees, plants, that may be utilized by the Contractor as requested by the City, on as needed basis.

3. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for one (1) additional one (1) year term.

4. The Public Services Department recommends renewal of the Original Agreement for its final one (1) year term, commencing on April 9, 2019 and expiring April 8, 2020, as allowed by the agreement.

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

1. On September 6, 2017, the City Commission authorized the advertisement of PSPW-17-06 "Citywide Trees, Plants, and Other Landscaping Materials", which was advertised on October 23, 2017.

2. On February 21, 2018, the City Commission approved to enter into a Contractual Services

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

3. The City of Pembroke Pines Public Service Department desire to amend the Original Agreement to include additional trees, plants, that may be utilized by the Contractor as requested by the City, on as needed basis.

4. Pursuant to section 3.1 of the Original Agreement, the Agreement may be renewed for one (1) additional one (1) year term.

5. The City of Pembroke Pines Public Services Department recommends that the City renew this Agreement for its final one (1) year term, commencing on April 3, 2019 and expiring April 2, 2020, as allowed by the agreement.

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

1. On February 19, 2014, the City Commission approved to enter into an agreement with Baptist Health South Florida, Inc. for an initial one (1) year period commencing on March 3, 2014 and ending on March 2, 2015.

2. The City of Pembroke Pines Southwest Focal Point Senior Center provides reasonable space for classes for a minimum of 20 participants. Baptist Health South Florida, Inc. has been offering programming to improve the health and wellness of the members. Exercise classes are provided by qualified professional at no cost to the participants.

3. On January 17, 2018 the Commission approved an Amendment to reduce the classes sponsored by Baptist Health of South Florida, Inc. from (4) to two (2) classes monthly.

4. Pursuant to Section 8 of the Original Agreement, the term may be extended for additional one (1) year renewal terms upon the execution of a written amendment.

5. To date, the agreement has had six Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2019.

6. The Community Services Department recommends the renewal of the Original Agreement for an additional one (1) year term, commencing on June 1, 2019 and expiring on May 31, 2019, as followed by the agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

2016.

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

(K) VITAS HEALTHCARE CORPORATION - PALLIATIVE AND HOSPICE CARE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department will start the procurement process for these services.

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

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

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

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

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

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

of home repair services.

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

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

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

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

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

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

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

2017, and expiring June 7, 2019.

2. On June 4, 2018, the City entered into such an Agreement with Whyte-Way Construction, Inc. for a two (2) year period commencing *nun pro tunc* on June 8, 2017, and expiring June 7, 2019.

3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.

5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

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

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

2. On June 5, 2018, the City entered into such an Agreement with Work 4 U Corp. for a two (2) year period commencing *nun pro tunc* on June 8, 2017, and expiring June 7, 2019.

3. The City of Pembroke Pines Planning and Development Department utilizes R & B Remodeling, Inc. from a pool of General Contractors approved by the City to perform a number of home repair services.

4. The U.S. Department of Housing and Urban Development (HUD) requires the City to re-establish the pool of inspectors and contractors every two years.

5. The agreement does not allow for renewal terms, as such, the Planning and Development Department will start the procurement process for these services.

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

1. On May 18, 2016 the City Commission approved to enter into a Co-Op Agreement with Allied Universal Corporation, through the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) for an initial two (2) year period commencing on June 20, 2017, and expiring June 19, 2019.

2. The City of Pembroke Pines Utilities Department utilizes Allied Universal Corp. to purchase liquid chlorine in one-ton cylinders for the operation and maintenance of the City Utility System, on an as needed basis.

3. Pursuant to section I. of the Original Agreement, the term may be renewed for two (2) additional one (1) year terms.

4. The Utilities Department recommends that the City approve the First Amendment to renew this Agreement for the first additional one (1) year term commencing June 20, 2019 and expiring on June 19, 2020, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

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



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

THIS AGREEMENT, dated this 25 day of September 2018, by and between:

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

and

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

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

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

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

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

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

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

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



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

W I T N E S S E T H

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

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

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

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

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

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

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




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HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

CITY:


MARLENE D. GRAHAM,
CITY CLERK

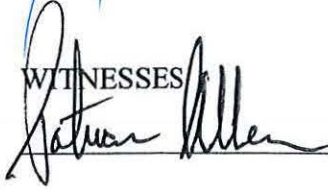
CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

WITNESSES



Print Name



Print Name

STATE OF Illinois

COUNTY OF DUPAGE ss:

CONTRACTOR:

NALCO COMPANY

BY: 

Print Name: Patrick St Jules

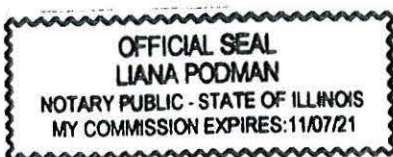
Title: Inside Sales

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

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


NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





City of Pembroke Pines, FL

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

Agenda Request Form

Agenda Number:

File ID: 18-0015

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/08/2018

Short Title:

Final Action: 01/17/2018

Title:

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

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

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

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

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

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

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

***Agenda Date:** 01/17/2018

Agenda Number:

Internal Notes:

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

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

1 City Commission 01/17/2018 approve Pass

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

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

Nay: - 0

1 City Commission 01/17/2018 approve Pass

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

Aye: - 5 Mayor 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) BAPTIST HEALTH SOUTH FLORIDA, INC. - PROGRAMMING TO IMPROVE THE HEALTH AND WELLNESS OF MEMBERS OF COPP/SENIOR CENTER

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

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

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

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

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

SUMMARY EXPLANATION AND BACKGROUND:

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

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

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

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

1. On February 19, 2014, the City Commission approved to enter into an agreement with Baptist Health South Florida, Inc. for an initial one (1) year period commencing on March 3, 2014 and ending on March 2, 2014.

2. The City of Pembroke Pines Southwest Focal Point Senior Center provides reasonable

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

3. Baptist Health of South Florida, Inc. currently sponsors four (4) classes each month. This renewal will amend the original agreement from four (4) classes each month down to two (2) classes due to reallocation of their financial resources.

4. Pursuant to Section 8 of the Original Agreement, the term may be extended for additional one (1) year renewal terms upon the execution of a written amendment.

5. To date, the agreement has had four Amendments, including four (4) one (1) year renewals which extended the term of the agreement to May 31, 2018.

6. The Community Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

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

1. On May 15, 2013, the City Commission approved to enter into an agreement with Ford & Associates, Inc. for an initial five (5) year period commencing on June 19, 2013 and ending on May 14, 2018.

2. The City of Pembroke Pines Finance Department utilizes Ford & Associates, Inc. to provide debt management services.

3. Pursuant to Section 6.2.2 of the Original Agreement, the term may be extended for two (2) additional two (2) year periods subject to Agreement by both parties.

4. The Finance Department recommends that the City renew this Agreement for an additional two (2) year term commencing on May 15, 2018 and ending on May 14, 2020, as followed by the agreement.

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

1. On May 18, 2016, the City Commission approved to enter into an agreement with Gomez and Son Fence, Corp. for an initial one (1) year period commencing on June 1, 2016 and ending on May 31, 2017.

2. The City of Pembroke Pines Public Services Department utilizes Gomez and Son Fence, Corp. to provide replacement and new installation of chain link fencing at various locations throughout the City on an as-needed basis.

3. Pursuant to Section 3.2 of the Original Agreement, the term may be extended for two (2) additional one (1) year terms upon mutual written consent.

4. On February 21, 2017, The City and Gomez and Son Fence, Corp. agreed to amend the Original Agreement by increasing the annual lump fee by \$125,000 which brought the total to \$200,000.

5. The Public Services Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

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

1. On May 20, 2015, the City Commission approved to enter into an agreement with Fort Bend Services, Inc. for an initial one (1) year period commencing on June 1, 2015 and ending on May 31, 2016.

2. The City of Pembroke Pines Utilities Department utilizes Fort Bend Services, Inc. as the primary provider of FBS C1282 Polymer.

3. The Utilities Department currently Purchases FBS C1282 Polymer. This renewal will amend the original agreement and change the Purchase from FBS C1282 to FBS C1685. The Utilities Department came to conclusion that FBS C1685 is best suited for the application using less polymer than FBS C1282.

3. Pursuant to Section 2.2 of the Original Agreement, the term may be extended for additional one (1) year terms upon mutual written consent.

4. To date, the agreement has had two Amendments, including two (2) one (1) year renewals which extended the term of the agreement to May 31, 2018.

5. The Utilities Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on June 1, 2018 and expiring on May 31, 2019, as followed by the agreement.

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

1. On April 19, 2017, the City Commission approved to enter into a Co-Op agreement with Morton Salt, Inc. for an initial one (1) year period commencing on May 31, 2017 and ending on May 30, 2018

2. The City of Pembroke Pines Utilities Department utilizes Morton Salt, Inc. as the primary provider for Bulk (tank load) deliveries of Sodium Chloride, Solar Salt.

3. Pursuant to Section 5.01 of the Co-Op Agreement, the term may be renewed for three (3) additional one (1) year terms upon mutual written consent.

4. The Utilities Department recommends that the City renew this Co-Op Agreement for an

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

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

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

FINANCIAL IMPACT DETAIL:

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

To: Mark Gomez

As per our conversation on Thursday April 23, 2015 I put together information on the two chemicals as you requested:

The Nalco poly phosphate which is used as a corrosion inhibitor for the City's water lines. The (Nalco 7396) is a proprietary product that is made to order for the Water Plant. The Water Plant has been using this product for at least 30 years. Attached is a sole source letter including the price quote of \$.99 a pound delivered? The amount used annually is approximately 90,000 pounds (\$89,100.00).

The Fort Bend Services, Inc. polymer which is used for the thickening of Bio solids with the City's (2) Centrifuges. The FBS C1282 polymer has been specifically tested to work best with the City's lab tested Bio solids and combined with the new Centrifuge operation. Attached is a sole source letter including the price quote of \$1.42 a pound delivered. The amount used annually is will be approximately 60,000 pounds(\$85,200.00).

If you have any other questions you can call me anytime (954)464-1631.

Respectfully,

John Katzelnik



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

THIS AGREEMENT, dated this 22nd day of February 2018, by and between:

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

and

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

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

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

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

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

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

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

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



W I T N E S S E T H

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

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

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

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

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

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

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

ATTEST:

CITY:

M. Graham 2/22/18
MARLENE D. GRAHAM,
CITY CLERK

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

APPROVED AS TO FORM

Donald J. [Signature] 2/21/18
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

WITNESSES

Patrick LeGules
Patrick St. Jules
Print Name

Ken [Signature]
Kerry [Signature]
Print Name

NALCO COMPANY

BY: Chris Morgan

Print Name: Chris Morgan

Title: V.P. Marketing

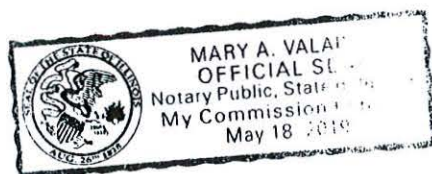
STATE OF ILLINOIS)

) ss:

COUNTY OF DuPage)

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

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



Mary A. Valdez
NOTARY PUBLIC

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



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

THIS AGREEMENT, dated this 17th day of October 2017 *nunc pro tunc* May 31, 2017, by and between:

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

and

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

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

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

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

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

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

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

WITNESSETH

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



agree as follows:

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

SECTION 2. The Original Agreement is hereby renewed for the **second one (1) year renewal period** commencing on **June 1, 2017** and terminating on **May 31, 2018**.

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

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

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

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.



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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

BY:

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

NALCO COMPANY

BY:

Print Name:

Title:

WITNESSES

Print Name

Print Name

STATE OF _____)

) ss:

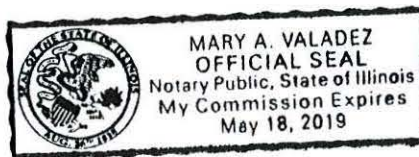
COUNTY OF _____)

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

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

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





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

THIS AGREEMENT, dated this 14 day of September 2016, by and between:

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

and

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

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

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

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

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

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

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

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

WITNESSETH



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

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

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

3.1 Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **NINETY-NINE CENTS (\$0.99) per pound delivered for full bulk load shipments of 45,000 pounds or more, and ONE DOLLAR AND FOURTY-FOUR CENTS (\$1.44) per pound delivered for less than bulk load shipments of 44,999 pounds or less.** Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

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

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

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

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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:

CITY:

CITY OF PEMBROKE PINES

for DE Rogers 9/14/16
MARLENE D. GRAHAM,
CITY CLERK

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

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY



WITNESSES

NALCO COMPANY

Patrick St Jules
Patrick St Jules
Print Name

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

Print Name

STATE OF _____)

) ss:

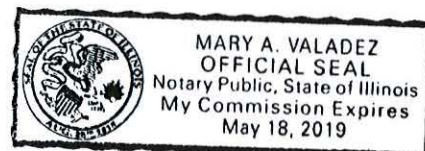
COUNTY OF _____)

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

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

Mary A. Valadez
NOTARY PUBLIC

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





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

THIS AGREEMENT, dated this 29th day of June 2016, by and between:

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

and

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

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

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

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

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

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

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



Specifically, the Contractor shall:

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

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

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

14.1.4 ~~Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt.~~ Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public record in Contractor's possession. All records stored electronically by Contractor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the agencyCity.

14.2 The failure of Contractor to comply with the provisions set forth in this ~~Article~~agreement/contract shall constitute a Default and Breach of this Agreement, ~~and for~~ which, the City ~~shall enforce the Default in accordance with the provisions set forth in Article 14~~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 **first one (1) year renewal period** commencing on **June 1, 2016** and terminating on **May 31, 2017**.

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

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

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

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.



City of Pembroke Pines

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

ATTEST:

CITY:

[Signature] 6/21/16

MARLENE D. GRAHAM,
CITY CLERK

BY:

CITY OF PEMBROKE PINES

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature] 6/20/16
OFFICE OF THE CITY ATTORNEY

WITNESSES

[Signature]
Patrick St Jules
Print Name

CONTRACTOR:

NALCO COMPANY

BY:

Print Name:

Title:

[Signature]
Thomas Archakis
AVP

Print Name

STATE OF ILLINOIS

COUNTY OF DUPAGE) ss:

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

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



[Signature]
NOTARY PUBLIC

[Signature]
(Name of Notary Typed, Printed or Stamped)



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

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

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

and

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

RECITALS:

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

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

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

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

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

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

**ARTICLE 1
PURCHASE OF GOODS**

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



- 1.2 CONTRACTOR shall provide the Commodities as identified herein.
- 1.3 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon written request of the CITY. Nothing contained herein or in any exhibit or amendment hereto, shall require the CITY to purchase a minimum or maximum quantity of Commodities.
- 1.4 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order, and submit to the CITY an invoice for those Commodities.
- 1.5 CITY agrees that CONTRACTOR shall be the primary provider of the Commodities and that CITY shall submit to CONTRACTOR a purchase order for the Commodities. CONTRACTOR agrees that it shall provide such Commodities upon receipt of purchase order from CITY and has the ability to fulfill such orders as CITY requires.
- 1.6 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities to the CITY on an as-needed basis.

ARTICLE 2 TERM AND TERMINATION

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

ARTICLE 3 COMPENSATION AND METHOD OF PAYMENT

- 3.1 Unless stated otherwise, CITY's sole compensation to CONTRACTOR for the provision of Commodities hereunder shall be **NINETY-NINE CENTS (\$0.99) per pound delivered**. Upon delivery, the CITY shall make final inspection of the Commodities. If this inspection shows that the Commodities have been delivered in a satisfactory manner and in accordance with the specifications of this Agreement or purchase order submitted



by the CITY, the CITY shall receive the same. Final payment due the CONTRACTOR shall be withheld until inspection is made by the CITY and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Upon acceptance, CONTRACTOR shall submit to CITY an invoice for the Commodities provided and CITY, upon approval of the invoice, shall pay the same within thirty (30) days. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

- 3.2 If any of the Commodities has to be rejected for any reason, the CONTRACTOR shall be required to repair or replace the Commodities to the satisfaction of the CITY. Warranty repairs may be accomplished on CITY property if space is available, at the discretion of the CITY. Title to or risk loss or damage to all Commodities shall be the responsibility of the CONTRACTOR until acceptance of the Commodities by the CITY, unless such loss or damages have been proven to be the result of negligence by the CITY.

ARTICLE 4 WARRANTY OF COMMODITIES

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



ARTICLE 5 INDEMNIFICATION

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party for personal injury, including death, or physical or property damage to the extent caused by the CONTRACTOR's negligence or willful misconduct pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by CONTRACTOR.
- 5.2 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Agreement, including the use of the Commodities by the City.
- 5.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- 5.4 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 5.5 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 6 INSURANCE

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



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

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

6.4 REQUIRED INSURANCE

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

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

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

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



\$100,000 Disease-each employee

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

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

| | | |
|----|------------------|-------------|
| A. | Bodily Injury | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |
| B. | Property Damage | |
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Annual Aggregate | \$1,000,000 |

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

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

ARTICLE 7

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

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



ARTICLE 8 INDEPENDENT CONTRACTOR

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

ARTICLE 9 SIGNATORY AUTHORITY

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

ARTICLE 10 MERGER; AMENDMENT

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

ARTICLE 11 DEFAULT OF CONTRACT & REMEDIES

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



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

ARTICLE 12 BANKRUPTCY

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

ARTICLE 13 DISPUTE RESOLUTION

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

13.2 Operations During Dispute.

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

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

ARTICLE 14 PUBLIC RECORDS

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

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

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



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

14.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

14.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

14.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in **Article 11**.

ARTICLE 15 MISCELLANEOUS

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

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

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

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



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

- 15.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 15.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

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

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

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

- 15.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf



of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

- 15.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 15.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 15.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 15.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.
- 15.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right herein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 15.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Broward County, Florida.
- 15.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

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HAS BEEN INTENTIONALLY LEFT BLANK.**



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:


MARLENE D. GRAHAM, CITY CLERK


By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

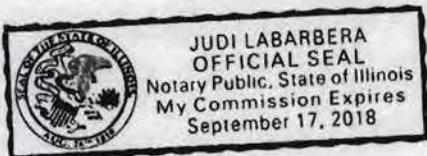
NALCO COMPANY


By: 
Name: THOMAS ARCHAKIS
Title: AVP

STATE OF ILLINOIS
COUNTY OF DUPAGE

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

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




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

JFK:mir
Document60