



**THIRD AMENDMENT TO THE SCHOOL CROSSING GUARDS AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
KEMP GROUP INTERNATIONAL CORPORATION**

THIS AGREEMENT, dated this 13 day of November 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 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

KEMP GROUP INTERNATIONAL CORPORATION, a Florida Corporation authorized to do business in the State of Florida, with a business address of **2111 SW 60 Way, Miramar, FL 33023**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, pursuant to **RFP # PD-08-05**, on **September 3, 2008**, the CITY and CONTRACTOR entered into the Original Agreement for **School Crossing Guards** for an initial **three (3) year period**, which expired on **October 31, 2011** ; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for additional three (3) year terms upon mutual consent of the parties upon the same terms and conditions of the original bid; and,

WHEREAS, on February 8, 2012, the Parties executed a First Amendment to exercise the first renewal period renewing the Agreement for an additional three (3) year term commencing on November 1, 2011 and terminating on October 31, 2014 (the "First Amendment"); and,

WHEREAS, on October 16, 2012, the Parties agreed to amend the Original Agreement to add two additional school crossing guards due to the rezoning of Silver Trails Middle School for an increase of \$11,760 in the annual contract price; and,

WHEREAS, on October 14, 2014, the Parties executed the Second Amendment to the Original Agreement for the second three (3) year renewal term commencing on November 1, 2014 and terminating on October 31, 2017; the amendment also provided an increase to the CONTRACTORS annual compensation, increasing the total from \$567,420 to \$579,180; and,

WHEREAS, the parties also agreed to amend Section 14.15 of the agreement, pursuant to newly enacted Florida law, specifically section 119.0701, Florida Statutes, requiring that each public agency contract for services must include a provision that requires the contractor to comply with public records laws, and sets forth specific mandates;



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 **final three (3) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

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

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

SECTION 2. Section 14.15, entitled "Compliance with Florida's Public Records Act.", is hereby repealed and replaced by the following:

14.15 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:

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

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

14.15.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the CITY; and

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



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

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

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

SECTION 3. The Original Agreement is hereby renewed for the **final three (3) year renewal** period commencing on **November 1, 2017** and terminating on **October 31, 2020**.

SECTION 4. 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 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 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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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:

M. Graham
MARLENE D. GRAHAM,
CITY CLERK

CITY OF PEMBROKE PINES

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

APPROVED AS TO FORM

W. Kette
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

KEMP GROUP INTERNATIONAL CORPORATION

Joseph Faluade
Joe Faluade
Print Name

BY: Christina Aderinokun
Print Name: Christina Aderinokun
Title: President

Valeria Ortega
Print Name

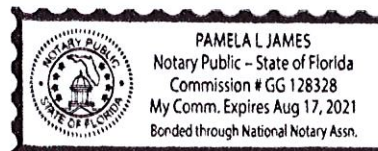
STATE OF Florida)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Christina Aderinokun as President of **KEMP GROUP INTERNATIONAL CORPORATION**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **KEMP GROUP INTERNATIONAL CORPORATION**, 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 17th day of October, 2017.

Pamela L. James
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





**SECOND AMENDMENT TO THE SCHOOL CROSSING GUARDS
AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
KEMP GROUP INTERNATIONAL CORPORATION.**

THIS SECOND AMENDMENT, dated this 14th day of October 2014, by and between:

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

and

KEMP GROUP INTERNATIONAL CORPORATION, a Florida Corporation authorized to do business in the State of Florida, with an address of 2111 SW 60 Way, Miramar, FL 33023, hereinafter referred to as "CONTRACTOR."

WHEREAS, on September 3, 2008, the CITY and CONTRACTOR entered into the original agreement whereby the City Commission awarded Bid No. PD-08-05 for School Crossing Guards to CONTRACTOR as the most responsive, responsible bidder for an initial three (3) year term that expired on October 31, 2011 (the "Original Agreement") and,

WHEREAS, the Original Agreement authorized the option to renew the Agreement for additional three (3) year terms upon mutual consent of the parties upon the same terms and conditions of the original bid; and,

WHEREAS, on February 8, 2012, the Parties executed a First Amendment to exercise the first renewal period renewing the Agreement for an additional three (3) year term commencing on November 1, 2011 and terminating on October 31, 2014 (the "First Amendment"); and,

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

WHEREAS, on October 16, 2012, the Parties agreed to amend the Original Agreement to add two additional school crossing guards due to the rezoning of Silver trails Middle School for an increase of \$11,760 in the annual contract price; and,

WHEREAS, the Parties have agreed to amend their Agreement pursuant to newly enacted Florida law, specifically section 119.070.1, Florida Statutes, requiring that each public agency contract for services must include a provision that requires the contractor to comply with public records laws, and sets forth specific mandates;



WHEREAS, the Parties specifically seek to exercise the second three (3) year renewal period and amend the Original Agreement as further provided herein.

WITNESSETH

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

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

SECTION 2. Section 14.15 of the Agreement is hereby added/amended to state the following:

Compliance with Florida's Public Records Act. (1) Pursuant to section 119.070.1, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service; (b) 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, Florida Statutes, or as otherwise provided by law; (c) 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 (d) CONTRACTOR shall 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 this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. (2) CONTRACTOR shall preserve and maintain all records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, as otherwise provided in this Agreement. (3) All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the agency. If CONTRACTOR does not comply with a public records request, the Act requires the CITY to enforce the contract provisions in accordance with the contract.

SECTION 3. Section 5.2 of the Agreement is hereby amended to state the following:

Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED

~~\$567,420.00 (Five Hundred and Sixty Seven Thousand, Four Hundred and Twenty Dollars)~~

\$579,180.00 (Five Hundred and Sixty Nine Thousand, One Hundred and Eighty Dollars)

per year, payable in monthly payments for actual services performed for school crossing guard services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustment, relevant to providing these services.



SECTION 4. The Original Agreement is hereby renewed for a three-year renewal period commencing on November 1, 2014 and terminating on October 31, 2017.

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

SECTION 6. The original contract as awarded pursuant to Bid No. PD-08-05, shall remain in full force and effect except as specifically amended by the First and this Second Amendment.


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


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

ATTEST:

CITY:

CITY OF PEMBROKE PINES

 10/14/14
MARLENE D. GRAHAM,
CITY CLERK

BY: 
CHARLES F. DODGE
CITY MANAGER

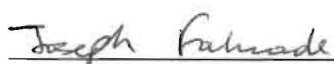
APPROVED AS TO FORM

 10/13/14
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

**KEMP GROUP INTERNATIONAL
CORPORATION**



BY: 

Joseph Faluade
Print Name

Print Name: Christina Aderinokan

Title: President





City of Pembroke Pines

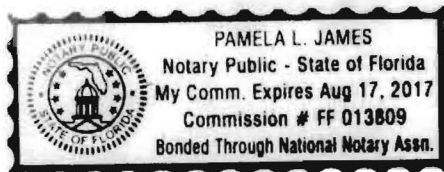
Valeria Ortega
Print Name
STATE OF Florida)
COUNTY OF Broward) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Christina Aderinokun as President of **KEMP GROUP INTERNATIONAL CORPORATION** a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **KEMP GROUP INTERNATIONAL CORPORATION**, 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 30th day of September, 2014.

Pamela L. James
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





**FIRST RENEWAL OF THE SCHOOL CROSSING GUARDS
AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
KEMP GROUP INTERNATIONAL CORPORATION.**

THIS AGREEMENT, dated this 8th day of February 2012, 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

KEMP GROUP INTERNATIONAL CORPORATION, a Florida Corporation authorized to do business in the State of Florida, with an address of 2111 SW 60 Way, Miramar, FL 33023, hereinafter referred to as "CONTRACTOR."

WHEREAS, on September 3, 2008, the CITY and CONTRACTOR entered into the original agreement whereby the City Commission awarded Bid No. PD-08-05 for School Crossing Guards to CONTRACTOR as the most responsive, responsible bidder for an initial three (3) year term that expires on October 31, 2011 and,

WHEREAS, the original agreement authorized the option to renew the Agreement for an additional three (3) year term upon mutual consent of the parties upon the same terms and conditions of the original bid; 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 final three (3) year renewal period.

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 a three-year renewal period commencing on November 1, 2011 and terminating on October 31, 2014.



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


SECTION 4. The original contract as awarded pursuant to Bid No. PD-08-05, shall remain in full force and effect except as specifically amended herein.

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

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

ATTEST:

CITY:


JUDITH A. NEUGENT,
CITY CLERK

CITY OF PEMBROKE PINES

BY: 
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

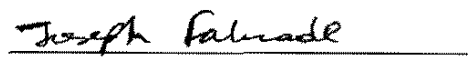


OFFICE OF THE CITY ATTORNEY




CONTRACTOR:

WITNESSES

KEMP GROUP INTERNATIONAL CORPORATION


Joseph Faluade
Print Name
MALCOLM WHITE

Print Name

BY: 
Print Name: Christina Aderinokun
Title: President



City of Pembroke Pines

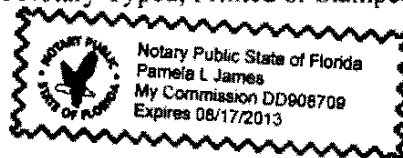
STATE OF Florida)
) ss:
COUNTY OF Broward)

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 11th day of January, 2012.

Pamela L. James
NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)



AGREEMENT

THIS IS AN AGREEMENT, dated the __ day of _____, 2008, between:

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

and

Kemp Group International Corporation, an organization, authorized to do business in the State of Florida, with a business address of 2111 SW 60 Way, Miramar, FL 33023, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

1.1 On July 14, 2008, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide School Crossing Guard Services, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:

"RFP"
"PD-08-05"
"School Crossing Guards"

1.2 On July 29, 2008 the bids were opened at the offices of the City Clerk.

1.3 On September 3, 2008, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the professional services more particularly described herein below.

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

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services as more particularly described in Composite Exhibit "A" attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, "RFP # PD-08-05, attached hereto and made a part hereof as Composite Exhibit "A" and CONTRACTOR'S response thereto, attached hereto and made a part hereof as Composite Exhibit "B".

CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package No. RFP PD-08-05, Addenda to this Agreement and Commission award complete with proposal form.

2.2 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the City's School Guard services, as more specifically described in Composite Exhibit "A".

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

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

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

2.6 CONTRACTOR hereby agrees to conduct all work and services under this Agreement in accordance with all the applicable federal, state, and local laws or regulations. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3
PROTECTION OF CITY'S PROPERTY

At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property from all damage whatsoever on account of CONTRACTOR's performance of services carried on under this Contract.

Article 4
TERM AND TERMINATION

4.1 CONTRACTOR shall perform the school crossing guard services as identified in **Exhibit "A"** attached hereto and made a part hereof, for an initial **three (3) year** period commencing on November 1, 2008 and ending on October 31, 2011.

4.2 This Agreement may be renewed for additional **three(3) year** terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term hereof.

4.3 This Agreement may be terminated by either party for cause, upon ninety (90) days written notice by the CITY to CONTRACTOR, in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

4.4 The CITY may terminate this Agreement for convenience by providing thirty (30) days written notice to CONTRACTOR.

ARTICLE 5
CONTRACT SUM

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

5.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED **\$567,420.00 (Five Hundred and Sixty Seven Thousand, Four Hundred and Twenty Dollars)** per year, payable in monthly payments for actual services performed for school crossing guard services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustment, relevant to providing these services.

5.3 The CITY shall within thirty (30) days, from the date the CITY's Police Department designee approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Police Chief or, his/her assignee.

ARTICLE 6
CHANGES IN SCOPE OF WORK

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

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

ARTICLE 7
INDEMNIFICATION

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

ARTICLE 8
CONTRACTOR'S LIABILITY INSURANCE

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

8.2 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 canceled until at least forty five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

8.3 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, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.4 REQUIRED INSURANCE

8.4.1 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 shall be maintained for two (2) years after the final payment. | |
| E. | Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground. | |

8.4.2 Errors & Omissions Coverage for Directors and Officers \$1,000,000 limit

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

- A. Workers 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.

8.4.4 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

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

8.6 Any insurance required of CONTRACTOR pursuant to this Agreement must also be required by any sub-contractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work 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 9

CONTRACTOR'S INDEMNIFICATION

9.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the services provided under this Agreement. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the services provided under this Agreement.

9.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or

decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

9.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statute 725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 10 INDEPENDENT CONTRACTOR

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

ARTICLE 11 DEFAULT OF CONTRACT & REMEDIES

11.1 Liquidated Damages.

As a breach of the service provided by this Agreement would cause serious and substantial damage to the CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by the CITY by such

breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, the CITY may elect to collect liquidated damages for each such breach, and the Contractor will pay the CITY as liquidated damages, and not as penalty, five (\$500.00) hundred dollars for every day of such malfunction. This sum is the agreed upon amount by which the CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the CITY may have as to any subsequent breach of service under its Agreement.

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

11.2.1. The failure to provide adequate school crossing guards for a period of more than seven (7) business days.

11.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY or its designee relative thereto.

11.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

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

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

ARTICLE 12 **BANKRUPTCY**

It is agreed that if the 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 **Arbitration.** In addition to any other remedy provided hereunder, the CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Contract if arbitration is elected by the CITY. Any controversy or claim arising out of or relating to this Contract, 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 the CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

13.2 **Operations During Dispute.**

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

ARTICLE 14 MISCELLANEOUS

14.1 **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.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

14.3 **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 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.

14.4 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 the 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, the 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.

14.5 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, the CONTRACTOR and the 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: Joe Faluade
Kemp Group International Corp.
2111 SW 60 Way
Miramar, FL 33023

Telephone No. 954-437-7294
Fax No. 954-437-8952

14.6 **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.

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

14.8 **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.

14.9 **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.

14.10 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

14.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

14.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

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

ATTEST

[Signature]
JUDITH A. NEUGENT, CITY CLERK

CITY

BY: [Signature]
FRANK ORTIS, MAYOR



APPROVED AS TO FORM.

[Signature] 11/3/08
CITY ATTORNEY

KEMP GROUP INTERNATIONAL CORP.

WITNESSES:

[Signature] Joseph Galvade

BY: [Signature]

[Signature]

ATTEST:

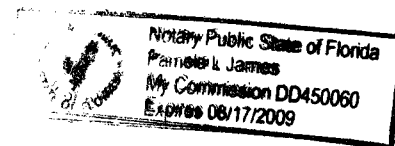
SECRETARY

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Christina Alarmonas President, of Kemp Group International Corporation, an organization, authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of Kemp Group International Corporation, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 22 day of October, 2008.

[Signature]
NOTARY PUBLIC



My Commission Expires:



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jack McCluskey, Commissioner
Iris A. Siple, Commissioner

July 14, 2008

RFP # PD-08-05

REQUEST FOR PROPOSALS

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

"School Crossing Guards" RFP # PD-08-05

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

Proposals will be accepted until 2:00 p.m., July 29, 2008, in the Office of the City Clerk, Administration Building, 10100 Pines Boulevard, Pembroke Pines, Florida, 33026, to be opened at 2:30 p.m.

For additional information please contact, Terri Burzo, Contract Administrator at (954) 437-1111.

Envelopes must be sealed and plainly marked:

"RFP # PD-08-05" "School Crossing Guards"

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

CITY OF PEMBROKE PINES

Judith A. Neugent, CMC
City Clerk

RFP # PD-08-05 SCHOOL CROSSING GUARDS

The City of Pembroke Pines is requesting proposals from qualified firms to establish a multi-year contract for the provision of School Crossing Guard Services, on an as needed basis. The successful Contractor shall be responsible for providing State of Florida Department of Transportation (FDOT) certified crossing guards at locations and times specified by the City, shall be completely responsible for the supervision and training of such personnel in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

To be eligible to respond to this RFP, the proposing firm must provide contact information for references that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the RFP to at least one agency similar in size and complexity to the City of Pembroke Pines.

SCHEDULING/STAFFING REQUIREMENTS

It is anticipated that eighty-eight (88) school crossing guards will be required for each school day. However, this is an estimate and the City representative will keep the Contractor informed as to the exact number of school crossing guards that will be required at any one time. The Contractor shall be required to provide coverage at the school crossings for the times indicated. (See attached Exhibit "A" for list of locations and hours of coverages, all tentative.) The Contractor shall be flexible and provide guards for the hours and locations needed on the instructions of appropriate City personnel. A maximum of four (4) hours will be paid by the City for daily coverage at each location. However, in situations where elementary and middle school hours overlap at a post, additional hours of coverage and the number of hours that will be paid by the City will be mutually agreed upon by the Contractor and the City representative.

All crossing guards are required to be at their assigned post one (1) hour prior to the start of school in the morning and remain at their assigned post and one-half (1/2) hour following dismissal in the afternoon. However, should the required reporting times be changed by the Broward County School Board, Contractor shall comply with no added cost to the City.

TRAINING

It shall be the responsibility, at no cost to the City, of the Contractor to ensure that all persons employed as school crossing guards, including supervisors, receive proper training. The Contractor must comply with Title XXIII, Chapter 316 Section 316.75, Florida Statutes, "School Crossing Guards" (previously Section 234.302, Florida Statutes, the "Ramon Turnquest School Crossing Guard Act"), by employing FDPT certified crossing guard trainers to ensure that all persons employed as crossing guards receive proper training as required by law. Contractor shall provide evidence (i.e., FDPT

issued training certificate or FDOT training performance checklist, if no certificate has yet been issued by the State) of training to City Representative prior to employment by Contractor. It is the Contractor's responsibility to keep all training documentation up to date and to provide copies to the City Representative. All FDOT issued training certificates shall be signed by Contractor before forwarding to the City Representative.

Under no circumstances shall the Contractor place a school crossing guard at a location who does not meet the state-mandated training requirements. Use of crossing guards or supervisors who have not successfully met the training criteria may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract.

State required initial and annual re-training of all crossing guards, including supervisors, shall be conducted by a FDOT certified trainer as per the standards established by the FDOT. It shall be the sole responsibility of the Contractor, at no cost to the City, to comply with all requirements of this regulation prior to contract commencement. The Contractor may provide its own certified staff training, or sub-contract for certified training to meet this requirement. Proposers shall include in their RFP response which method shall be used. If the Contractor uses its own staff for training, trainers shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your RFP response. If a sub-contractor shall be the source of training, such sub-contractor shall be identified, and all pertinent information and qualifications, including copies of FDOT crossing guard trainer certifications, be included as a part of your response.

Any additional training required throughout the school year will be the sole responsibility of the Contractor at no cost to the City.

EMPLOYEE QUALIFICATIONS

Criminal Background History Check: The contractor, at no cost to the City shall conduct a State of Florida and national criminal background history check on all school crossing guards, back-up guards, supervisors and trainers assigned to this contract including sexual predator and sexual offender checks. The Contractor shall provide the City Representative with proof that the check has been performed prior to employing a crossing guard, back-up guard, supervisor or trainer to be assigned to the contract.

Contractor shall mandate that all employees assigned to this contract report any criminal charges brought against them immediately. Contractor, upon receipt of such information, will immediately notify the City Representative.

Annual criminal background history re-checks and renewal of School Board badges, at no cost to the City, for all persons assigned to this Contract shall be required each summer prior to commencement of the new school year in August.

Training: All appropriate Contractor personnel must have received training in accordance with the City's training requirements as set forth above, prior to being

assigned to the City's Contract. Use of untrained guards or supervisors may result in rejection of invoices for service and/or may serve as grounds for termination of the Contract. Contractor shall provide the City with credentials supporting this training, prior to guard, back-up guard, supervisor or trainer assignment. Previous school crossing guard experience of Contractor employees who would be assigned to the Contract is preferred by the City.

Dress Code/Identification: All Contractor employees shall present a professional appearance, be neat, clean, well groomed, courteous, properly uniformed, conduct themselves in a respectable manner, and be a minimum of eighteen (18) years old. The preferred uniform consists of a white shirt or blouse and navy or dark slacks or trousers. The contractor or its employees are responsible for the cost of such uniform.

Proposer shall provide the City with information on their written dress code policy as a part of response. Contractor personnel shall under no circumstances be permitted to wear open toed shoes, sandals, sling backs or slip-ons, or suggestive clothing.

Contractor personnel shall wear some identification indicating they are the Contractor's employee. This may be in the form of a T-shirt bearing the Contractor's name (i.e. Contractor name/"Contract Employee"); hat or cap, bearing Contractor's name; or an identification badge, prominently displayed, bearing Contractor's name, employee name, and may include a photo.

Personnel Removal/Reassignment/Substitution: The City acknowledges that all employees and contractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of the Contractor under its sole discretion and not an employee, Contractor, or agent of the City. However, the City reserves the right to require the Contractor to remove any Contractor employee and at its sole discretion, it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City. Such Contractor employee will be replaced with an acceptable substitute employee. Such request, if made by the City Representative, shall be complied with immediately.

Transition from Existing Contract: It is the City's desire that the successful Contractor coordinate with the current Contractor to offer the persons currently employed as crossing guards, back-up guards, supervisors and trainers first consideration for any available crossing guard or supervisory work in accordance with the successful Contractor's employment terms and conditions.

DAILY FIELD SUPERVISION:

The Contractor shall provide a minimum of three (3) experienced field supervisors overseeing the operations, at all times, while the guards are on duty. A maximum of six (6) hours will be paid by the City for daily supervision for a maximum of three (3) field supervisors. All supervisory personnel shall, at a minimum, be FDPT certified school crossing guards; FDPT certification as a trainer is preferred. It will be the responsibility

of the field supervisor(s) to ensure that all crossings are properly staffed at all times such staffing is required by the City. Field supervisors are permitted to work a post only on an emergency basis: supervisors are to be active in the field, not working posts.

Additional supervisory personnel may be provided by the successful Contractor to ensure a greater degree of monitoring and contract compliance. However, this will be provided at no cost to the City.

GUARD BACKUP:

The Contractor shall ensure that adequate employees are available for the backup of any crossing guard in case of absenteeism. Each backup crossing guard shall be fully trained, FDOT certified, and familiar with the specific crossing location. Each working crossing guard shall be provided with the name and telephone number of a back-up guard and field supervisors in case the working guard cannot be at his/her post.

TWENTY-FOUR (24) HOUR ANSWERING SERVICE

The Contractor shall provide for its employees a 24-hour answering service. The Contractor may set up its own call-out procedure, and this information shall be included in the response.

REPORTS:

Contractor shall provide the following reports to the City Representative in the frequencies specified:

Weekly Group Time Sheet: This report shall include each post location, by school name in alphabetical order, identification of the guard assigned to each post location, number of hours per day worked at each location during the week and other pertinent information to document that all crossing guard posts were properly staffed during the week. Each report shall be signed by the Contractor certifying that the Contractor's employees worked the hours listed on the timesheet. This report shall be faxed or sent via electronic mail in Microsoft Excel format to the City Representative not later than the Wednesday following each week worked.

Master Guard List: This report shall include all crossing guards and their assigned posts, back-up guards and supervisors assigned to the contract. This report is to be provided at commencement of the school year and updated periodically as changes occur. This report shall be faxed or sent via electronic mail to the City Representative in Microsoft Excel format.

Student Count Report: A "student count report" shall be conducted, upon request of the City Representative. This report shall contain the following information: Guard name, location and the number of students crossed A.M. and P.M. This report, when requested, shall be faxed or e-mailed to the City Representative.

Complaint Report: Contractor shall have an established procedure for handling, responding to, and documenting actions regarding all complaints received. A report of all complaints shall be provided to the City Representative as follows: due January 15th for the period covering commencement of the school year in August through Winter Break; due June 15th for the period covering commencement of school following Winter Break through the end of the Regular school year in May/June. If there is an Extended School Year Session (a/k/a Summer School), a report shall be due on August 1st covering the entire Extended School Year Session. This report shall include the following minimum information: Date of complaint, post location, guard identification, type of complaint, action taken, total number of complaints for the reporting period. This report shall be faxed or sent via electronic mail to the City Representative in Microsoft Excel format.

Daily Time Sheets: Contractor shall maintain at its office, and make available for inspection by City personnel, daily time sheets for all crossing guards and supervisors assigned to this contract. The daily time sheet shall, at a minimum, identify the crossing guard or supervisor and total number of hours worked each day. Daily time sheets shall be signed by the Contractor's employees certifying as to the number of hours worked.

Additional Reports: The City Representative may request additional reports from time to time for the purpose of Contractor performance evaluation. Contractor agrees to provide these reports to the City, as requested, and at no additional charge.

CONTRACTOR/CITY MEETINGS

The City may request periodic meetings with the Contractor to review performance, address specific issues, etc. Contractor agrees to attend these meetings, at no charge to the City, as necessary during the Contract term. Contractor, at a minimum, must attend periodic countywide meetings organized by the School Board and Broward County Traffic Engineering. Additionally, the Contractor may be requested to attend various meetings involving the school principals, parents, and similar entities regarding contract and/or safety-related issues. Contractor agrees to do so at no charge to the City.

EQUIPMENT

The Contractor is responsible, at no cost to the City, for supplying all equipment required by the FDOT standards and guidelines and necessary for the school crossing guards and supervisors to perform their duties, to include at a minimum, but not limited to, the following:

- 1) Retro-reflective stop paddle that conforms to the guidelines in Manual on Uniform Traffic Control Devices Section 6E.03 and/or fluorescent or retro-reflective orange gloves
- 2) Fluorescent and retro-reflective safety vest
- 3) Metal whistle with lanyard
- 4) Hi-visibility yellow rain gear

Any required replacement of aged, lost or damaged equipment shall be the responsibility of the Contractor, at no cost to the City.

The Contractor shall provide, at its sole expense, all other equipment that may be required to properly perform the services in accordance with the terms of the RFP.

SCHOOL YEAR SCHEDULE

It is estimated that school crossing guard services will be required for a total of approximately 210 days per year. The City Representative will inform the Contractor of the specific dates when they are made available from the School Board. No warranty or guarantee is given or implied as to the total number of days of guard and Supervisor coverage that will be required as a result of this Contract.

Approximate School Year scheduling is as follows:

- 1) Regular School Year: The regular school year (consisting of 180 school days typically begins in mid August and is in session until approximately early June, with appropriate holidays, breaks and teacher work days that do not require coverage.
- 2) Extended School Year (a/k/a Summer School): The extended school year typically begins in July and is in session for approximately 30 days.

ANNEXATION

In the event additional areas are annexed into the City of Pembroke Pines, the Contractor shall assume responsibility for providing school crossing guard services to designated schools in the annexed areas. The level of service and hourly charge for services provided in an annexed area must be equal to the service and hourly charge provided within the original agreement. The City Representative shall provide all information regarding the additional number of school crossing guards required as soon as the annexation is approved. The City Representative will work with the Contractor to develop a transition plan before the date upon which the expanded service will be required.

RETENTION PROGRAM

If Proposer has an established program designed to recruit and retain personnel assigned to this contract. Proposer shall include in their response a description of such program.

BASIC PRE-EMPLOYMENT PHYSICAL EXAMINATION

FDOT guidelines recommend that each prospective school crossing guard be given a basic physical examination, including agility, blood pressure, vision and hearing tests. If

Proposer has an established program designed to meet this criteria. Proposer shall include in their response a description of such program.

SPECIAL EVENTS

The Contractor may be requested to provide school crossing guards for special events. The City will provide the Contractor with specific dates of these events when known to the City and will provide the Contractor seven (7) days advance notice of the City's requirements. Additional hours that are mutually agreed upon by the Contractor and the City Representative will be paid to the Contractor, per crossing guard at the hourly rate in effect at the time of service.

CONTRACT PERIOD

The initial contract period shall be three (3) years, commencing August, 2008 and expiring three years from that date. The hourly charge offered and accepted must remain firm for the initial three (3) year contract period, and shall remain consistent throughout the actual school year, except for any changes in the State of Florida or Federal Minimum Wage Rates. State of Florida or Federal Minimum Wage Rate changes shall be limited in adjustment only to the direct cost of the increase and must be passed-thru directly to the Contractor's employees; no administrative or overhead costs of any kind may be added to such increase. The City reserves the right to renew this contract for (3) year periods based on contractors acceptable level of performance, approval funding by the City Commission and mutual consent of the parties.

Any additional schools that become the responsibility of the City in the future may be added at the current hourly rate in effect at the time of service.

Upward or downward price adjustments in future years may be approved, providing the adjustments are based on a national recognized or published index and negotiations with the City Manager pertaining to future extensions. Any increase or decrease must be documented and submitted in writing to the City at least one hundred twenty (120) days prior to the contract anniversary date.

The City Representative may remove individual sites from the schedules with appropriate reduction in costs for services.

INVOICES/PAYMENT

The City will accept weekly invoices; however, payments are processed no more than once monthly. Each invoice shall be fully detailed, including guard and supervisor names, dates and hours worked, and hourly charge. The City shall make every attempt to process correct invoices within thirty (30) days of receipt. The City will advise the Contractor of any items questioned within thirty (30) days of invoice receipt. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas questioned.

RECORDS/AUDITS

The Contractor shall maintain during the term of the contract, all books of account, receipt invoices, individual timesheets signed by the guard and Contractor, weekly group time sheets signed by the Contractor, State of Florida and national criminal background checks including sexual predator and sexual offender checks, Florida Department of Transportation (FDOT) training certificates, FDOT training checklists, reports and records in accordance with generally accepted accounting practices and standards. The Contractor shall maintain and make available such records and files for the duration of the contract and retain them beyond the last day of the contract term and any extensions for the period of three (3) years.

EXHIBIT A

SCHOOL CROSSING GUARD CROSSING POST

SILVER PALMS (5)

1. NW 155 Ave and 12 St (e)
2. NW 155 Ave and 12 St (w)
3. NW 12 St (little park)
4. Dykes Road and NW 12 St (e)
5. Dykes road and NW 12 St (w)

All times are 7 to 8 am & 130 to 230 pm

SILVER SHORES (2)

1. Dykes and Pembroke Rd (ne)
2. Dykes and Pembroke Rd (nw)

All times are 7 to 8 am & 130 to 230 pm

CHARTER (4)

1. SW 184 Ave and 14 St
2. SW 184 Ave and Pembroke Road (nw)
3. SW 184 Ave and Pembroke Road (ne)
4. SW 178 Ave and Pembroke Road


All times are 7 to 845 am & 2 to 4 pm

CHARTER (3)

1. SW 179 Ave and 4 St
2. SW 182 Ave and 4 Ct
3. SW 180 Ave and 12 St

All times are 730 to 830 am & 3 to 4 pm

EVERGLADES HIGH ANNEX (2)

- 
1. SW 178 Ave and SW 4 St (ne)
 2. SW 178 Ave and SW 4 St (nw)

All times are 615 to 715 am & 225 to 255 pm

PINES MIDDLE (13)

1. Pines / Douglas (nw)
2. Pines / Douglas (se)
3. Pines / Douglas (sw)
4. NW 2 St / Douglas (e)
5. NW 3 St / Douglas (e)
6. NW 3 St / Douglas (w)
7. Johnson / Douglas (e)
8. Johnson / Douglas (w)
9. Taft / Douglas (e)
10. Taft / Douglas (w)
11. NW 85 Way / Taft St
12. NW 96 Ave/ Pines Blvd (n)
13. NW 96 Ave / Pines Blvd (s)

All times are 745 to 845 am & 245 to 345 pm

EXHIBIT 1

PEMBROKE PINES ELE. (3)

1. SW 68 Blvd / SW 10 St
2. SW 68 Blvd / SW 9 St
3. SW 67 Ave / SW 9 St

All times are 7 to 8 am & 130 to 230 pm

PASADENA LAKES ELE (5)

1. Pasadena Blvd / Douglas (e)
2. Pasadena Blvd / Douglas (w)
3. Pasadena Blvd / NW 88 Terr
4. 8760 Pasadena Blvd
5. NW 85 Way / Taft St

All times are 7 to 8 am & 130 to 230 pm

APOLLO MIDDLE (2)

1. SW 68 Ave / Pines Blvd (s)
2. SW 68 Ave / Pines Blvd (n)

All times are 8 to 9 am & 4 to 5 pm

PANTHER RUN (8)

1. NW 172 Ave / 9 St (se)
2. NW 172 Ave / 9 St (sw)
3. NW 175 Ave / 9 St
4. NW 178 Ave / 9 St
5. NW 178 Ave / 10 St
6. NW 178 Ave / 17 St
7. NW 178 Ave / 9 St (park)
8. NW 183 Ave / 9 St

All times are 7 to 8 am & 130 to 230 pm

CHAPEL TRAIL (9)

1. NW 186 Ave / Johnson St
2. NW 186 Ave / 11 St
3. NW 186 Ave / 13 St
4. NW 192 Way / Taft St
5. NW 194 Ave / Taft St
6. NW 196 Ave / Taft St (ne)
7. NW 196 Ave / Taft St (nw)
8. NW 196 Ave / Johnson St
9. NW 202 Ave / Johnson St

All times are 7 to 8 am & 130 to 230 pm

SOMERSET (2)

1. 20801 Johnson St (nw)
2. 20801 Johnson St (ne)

All times are 7 to 8 am & 130 to 3 pm

EXHIBIT 1

SILVER TRAIL (3)

1. NW 184 Ave / Sheridan St
2. NW 172 Ave / Sheridan St
3. NMW 178 Ave / 17 St

All times are 8 to 9 am & 3 to 4 pm

EVERGLADES HIGH SCHOOL (4)

1. Pines Blvd / 172 Ave (ne)
2. Pines Blvd / 172 Ave (nw)
3. Pines Blvd / 172 Ave (se)
4. Pines Blvd / 172 Ave (sw)

All times are 615 to 715 am & 155 to 255 pm

PINE LAKE ELEM (5)

1. NW 103 Ave / Johnson St
2. 96 Ave / Johnson St
3. Palm / Johnson (sw)
4. Palm / Johnson (se)
5. Palm / Johnson (ne)

All times are 7 to 8 am & 130 to 230 pm

PEMBROKE LAKES ELEM (4)

1. Taft St / Hiatus Rd (nw)
2. Taft St / Hiatus Rd (sw)
3. Taft St / Hiatus Rd (ne)
4. NW 113 Terr / Taft st

All times are 7 to 8 am & 130 to 230 pm

PALM COVE ELEM (3)

1. 11601 Washington St
2. 900 SW 114 Ave
3. Hiatus / Washington St

All times are 7 to 8 am & 130 to 230 pm

LAKESIDE ELEM (4)

1. NW 136 Ave / 17 St (nw)
2. NW 136 Ave / 17 St (sw)
3. NW 136 Ave / 17 St (se)
4. NW 142 Ave / 10 St

All times are 7 to 8 am & 130 to 230 pm

CHARTER CENTRAL (3)

1. Sheridan / Flamingo (sw)
2. Sheridan / Flamingo (se)
3. Sheridan / Flamingo (ne)

All times are 745 to 845 am & 3 to 4 pm

EXHIBIT 1

WALTER C. YOUNG (2)

1. NW 129 Ave / 10 St (sw)
2. NW 129 Ave / 10 St (se)

All times are 8 to 9 am & 3 to 4 pm

FLANAGAN HIGH (2)

1. Taft St / Flamingo Rd (e)
2. Taft St / Flamingo Rd (w)

All times are 630 to 9 am & 230 to 4 pm

WEST BROWARD HIGH (TO BE DETERMINED)

AGREEMENT

THIS IS AN AGREEMENT, dated the __ day of _____, 2008, between:

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

and

_____, an organization, authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

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

ARTICLE 1 PREAMBLE

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

1.1 On _____, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide _____ Services, as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, for the said bid entitled:

"RFP"
...

1.2 On _____ the bids were opened at the offices of the City Clerk.

1.3 On _____, the CITY awarded the bid to CONTRACTOR and authorized

the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the professional services more particularly described herein below.

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

ARTICLE 2 SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services as more particularly described in Composite Exhibit "A" attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the specifications, "RFP # _____", attached hereto and made it part hereof as Composite Exhibit "A" and CONTRACTOR'S response thereto, attached hereto and made a part hereof as Composite Exhibit "B".

CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package No. RFP _____, Addenda to this Agreement and Commission award complete with proposal form.

2.2 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the City's _____ services, as more specifically described in Composite Exhibit "A".

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

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

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

2.6 CONTRACTOR hereby agrees to conduct all work and services under this Agreement in accordance with all the applicable federal, state, and local laws or regulations. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3 PROTECTION OF CITY'S PROPERTY

At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property from all damage whatsoever on account of CONTRACTOR's performance of services carried on under this Contract.

Article 4 TERM AND TERMINATION

4.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made a part hereof, for an initial **three (3) year** period commencing on _____ and ending on _____.

4.2 This Agreement may be renewed for additional **three(3)** year terms upon mutual consent, evidenced by a written Amendment to this Agreement extending the term hereof.

4.3 This Agreement may be terminated by either party for cause, upon thirty (30) days written notice by the CITY to CONTRACTOR, in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount.

ARTICLE 5 CONTRACT SUM

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

5.2 Based on a LUMP SUM FEE OF AN AMOUNT NOT TO EXCEED \$ _____ per year, payable in bi-weekly payments for actual services performed for security services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustment, relevant to providing these services.

5.3 The CITY shall within thirty (30) days, from the date the CITY's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director, or his/her assignee.

ARTICLE 6 CHANGES IN SCOPE OF WORK

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

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

ARTICLE 7 INDEMNIFICATION

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

ARTICLE 8 CONTRACTOR'S LIABILITY INSURANCE

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

8.2 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 canceled until at least forty five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

EXHIBIT 1

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

8.4 REQUIRED INSURANCE

8.4.1 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 shall be maintained for two (2) years after the final payment. | |
| E. | Property Damage Liability Insurance shall include Coverage for the following hazards: X - explosion, C - Collapse, U - underground. | |

8.4.2 Errors & Omissions Coverage for Directors and Officers \$1,000,000 limit

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

- | | | |
|----|----------------------|-----------|
| A. | Workers Compensation | Statutory |
|----|----------------------|-----------|

EXHIBIT 1

- 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.

8.4.4 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 |

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

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

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

ARTICLE 9 PROTECTION OF CITY'S PROPERTY

9.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property from all damage whatsoever on account of the work being carried on under this contract.

ARTICLE 10 CONTRACTOR'S INDEMNIFICATION

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

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

10.3 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statute ' 725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 11 INDEPENDENT CONTRACTOR

11.1 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 the CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of the CONTRACTOR, which policies of the CONTRACTOR shall not conflict with CITY, I.I.U.D., or United States policies, rules or regulations relating to the use of the CONTRACTOR's Funds provided for herein. The CONTRACTOR agree 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 12 PERFORMANCE BOND

12.1.1 At the time of the execution of this Agreement, CONTRACTOR shall have in effect a Performance Bond guaranteeing to the CITY the completion and performance of the Scope of Services and work covered in the Agreement. The Performance Bond shall at all times be valid and in force to cover the Work being performed. The Performance Bond shall be executed by a Surety Company approved by the U.S. Treasury Department, licensed to do business in the State of Florida, and having a registered agent in Broward County.

12.2 The CONTRACTOR agrees to keep such Bonds, or a replacement thereof, in force at all times during the course of performance of this Agreement. In addition to the foregoing requirements, such Bond shall contain provisions, whether by attaching endorsements or supplemental agreements, guaranteeing to the CITY the completion of services of the performance of this Agreement. CONTRACTOR may comply with the requirements of this provision by causing said Bond to specifically name the CITY OF PEMBROKE PINES as one of the parties to whom the protection afforded by said Bond is extended or as an alternative, may furnish the CITY with a separate Performance Bond meeting the same criteria provided above.

ARTICLE 13 DEFAULT OF CONTRACT & REMEDIES

13.1 Liquidated Damages.

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

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

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

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

13.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

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

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

13.3 **Remedies in Default.** In case of default by CONTRACTOR, the CITY shall notify the CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond ("Surety"). If the abandonment, delay, refusal, failure, or neglect is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify the CONTRACTOR and the Surety of such declaration of default and terminate the Agreement.

The Surety on the Performance Bond shall within ten (10) days of such declaration of default rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

13.3.1. Upon such declaration of default, all payments remaining due the CONTRACTOR at the time of default, less all sums due the CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to the Surety. Thereafter the Surety shall receive

EXHIBIT 1

monthly payments equal to those that would have been paid the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

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

13.3.3. In the event the CITY completes the Contract at a lesser cost than would have been payable to the CONTRACTOR under this agreement, if the same had been fulfilled by said CONTRACTOR, CITY shall retain such differences. Should such cost to the CITY be greater, the CONTRACTOR and/or the Surety shall pay the amount of such excess to the CITY.

ARTICLE 14 BANKRUPTCY

It is agreed that if the 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 15 DISPUTE RESOLUTION

15.1 **Arbitration.** In addition to any other remedy provided hereunder, the CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Contract if arbitration is elected by the CITY. Any controversy or claim arising out of or relating to this Contract, 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 the CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

15.2 **Operations During Dispute.**

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

15.2.2 The CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate maintenance of the City's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive

relief in any court, but will negotiate with the CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by the CITY.

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

ARTICLE 16 MISCELLANEOUS

16.1 **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.

16.2 **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.

16.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

16.4 **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 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.

16.5 **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 the CONTRACTOR to

EXHIBIT 1

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, the 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.

16.6 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, the CONTRACTOR and the 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: _____

Telephone No.
Fax No.

16.7 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.

EXHIBIT 1

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

16.9 **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.

16.10 **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.

16.11 **Governing Law.** This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

16.12 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

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

16.15 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

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

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

CITY

ATTEST:

BY: _____

EXHIBIT 1

JUDITH A. NEUGENT, CITY CLERK

FRANK ORTIS, MAYOR

APPROVED AS TO FORM.

CITY ATTORNEY

CONTRACTOR

WITNESSES:

BY: _____

ATTEST:

SECRETARY

STATE OF FLORIDA)
)SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization, authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of _____, 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 _____, 2008.

NOTARY PUBLIC

My Commission Expires:

CITY OF PEMBROKE PINES
PEMBROKE PINES, FLORIDA

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS.

1. SUBMISSION AND RECEIPT OF BIDS

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

2. WARRANTIES FOR USAGE

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

3. PRICES TO BE FIRM

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

4. DELIVERY POINT

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

5. BRAND NAMES:

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

6. QUALITY:

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

7. SIGNATURE REQUIRED:

All quotations must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD

8. ACCEPTANCE OF MATERIAL.

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

9. VARIATIONS TO SPECIFICATIONS.

The specifications, as set forth, are guideline specifications only. The specifications do not have to be strictly adhered to, however, any variation to these specifications must be specifically listed and included with the bid documents. Any variation to these specifications must be within reason, and must meet minimum bid specifications.

10. DELIVERY.

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

11. DEFAULT PROVISION:

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

12. PRICING:

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

13. COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

14. SAMPLES:

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

15. TAXES.

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

16. FAILURE TO QUOTE

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

17. MANUFACTURER'S CERTIFICATION:

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

18. SIGNED BID CONSIDERED AN OFFER:

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

19. RESERVATIONS FOR REJECTION AND AWARD:

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

20. CONFLICT OF INSTRUCTIONS:

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

21. LAWS AND REGULATIONS:

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

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

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

22. DAVIS-BACON & RELATED ACTS:

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

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

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. If a construction project is funded or assisted under more than one Federal statute, the Davis-Bacon

prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 C.F.R. Part 1, Part 3, and Part 5.

23. LOCAL GOVERNMENT PROMPT PAYMENT ACT

The law restricts the percentage of payment that local governments may withhold from contractors during construction. Once a construction project is substantially completed, the law requires local governments to develop a list of items (punch list) for final acceptance of construction services. §218.70, Florida Statutes.

24. FLORIDA MUNICIPAL CONSTRUCTION INSURANCE TRUST

The Contractor may be required to participate in the Florida Municipal Construction Insurance Trust (FMCI) program. This program provides members with a vehicle by which they may purchase certain insurance coverage through owner controlled insurance programs (OCIP) which are intended to be a comprehensive insurance product that covers specified risks associated with contractors and subcontractors performing the construction of member's public facilities.

25. TAX SAVER PROGRAM

The Contractor shall cooperate on certain projects to allow the City to avail itself of a sales tax savings program.

26. PUBLIC ENTITY CRIMES:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Judith A. Neugent
City Clerk
CITY OF PEMBROKE PINES
10100 PINES BOULEVARD

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City nor shall the Contractor allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the WORK. These Certificates shall contain a provision that coverages afforded under these policies shall not be canceled until at least thirty (30) days prior written notice has been given to do business under the laws of the State of Florida. Financial Ratings shall be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A M Best Guide

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in the event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The Contractor shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

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

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

REQUIRED INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY** insurance to cover liability, bodily injury, and property damage. Exposures to be covered are: premises, operations, product/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability

1. **BODILY INJURY**

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

(a)	Each Occurrence	\$1,000,000.00
(b)	Annual Aggregate	\$1,000,000.00
3. **PERSONAL INJURY**

(A)	Annual Aggregate	\$1,000,000.00
-----	------------------	----------------
4. **Completed Operations and Products**
Liability shall be maintained for
Two (2) years after the final payment
5. **Property Damage Liability Insurance** shall
include Coverage for the following hazards
X-explosion, C-collapse, U-underground

2. **WORKERS COMPENSATION** insurance shall be maintained during the life of this contract to comply with statutory limits for all employees, and in the case any work is

EXHIBIT 1

sublet, the Contractor shall require the Subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. The Contractor and his subcontractors shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

1.	Workers Compensation	Statutory
2.	Employer's Liability	\$500,000 per occurrence
3.	COMPREHENSIVE AUTO LIABILITY	
1	BODILY INJURY	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00
2.	PROPERTY DAMAGE	
	(a) Each Occurrence	\$1,000,000.00
	(b) Annual Aggregate	\$1,000,000.00

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

PROPOSAL FORM

BID: #PD-08-05

DATE: July 29, 2008

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

IN ACCORDANCE WITH THE "Request for Proposals" dated Tuesday, July 14, 2008 titled "School Crossing Guards" attached hereto as a part hereof the undersigned proposes the following:

- | | |
|--|------------------|
| 1) School Crossing Guard
(per specifications) | \$_____ per hour |
| 2) Supervisor
(per specifications) | \$_____ per hour |

PLEASE PRINT
NAME _____

COMPANY _____

STREET ADDRESS: _____

CITY & STATE: _____

ZIP CODE: _____ TELEPHONE: _____

SIGNATURE: _____

TITLE: _____

****NOTE**** This yellow proposal form must be submitted. A copy is not acceptable.

PROPOSAL FORM

BID: #PD-08-05

DATE: July 29, 2008

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

IN ACCORDANCE WITH THE "Request for Proposals" dated Tuesday, July 14, 2008 titled "School Crossing Guards" attached hereto as a part hereof the undersigned proposes the following:

- | | |
|--|--------------------------|
| 1) School Crossing Guard
(per specifications) | \$ <u>14.00</u> per hour |
| 2) Supervisor
(per specifications) | \$ <u>14.00</u> per hour |

PLEASE PRINT

NAME Christina A. AderinokunCOMPANY Kemp Group International CorporationSTREET ADDRESS: 2111 SW 60 WayCITY & STATE: Hiram, FLZIP CODE: 33023 TELEPHONE: 954 437-7294SIGNATURE: TITLE: President

****NOTE**** This yellow proposal form must be submitted. A copy is not acceptable.

**RFP # PD-08-05
SCHOOL CROSSING GUARDS
FOR
CITY OF PEMBROKE PINES**

Due: July 29, 2008 @ 2:00 PM

Submitted by:
KEMP GROUP INTERNATIONAL CORPORATION
PO BOX 471614, MIAMI FL 33247
2111 SW 60 WAY, MIRAMAR FL 33023

KEMP GROUP INTERNATIONAL CORPORATION**STATEMENT OF QUALIFICATIONS**

Our company has been providing school crossing guards since 1995.

At this present time, we are providing school crossing guards to the Town of Davie Police Department (since January 1995). We are also providing school crossing guards to the City of Cooper City, City of Miramar, City of West Park, City of North Miami Beach and City of Sunny Isles Beach.

Our managers have a combined total of over 20 year's experience. Our supervisors are trained and certified as school crossing guard trainers.

Our goal is to ensure that we provide effective school crossing guard services. We provide safety for our children who walk to and from school. So it is very important that our guards and supervisors are properly trained. Our supervisor provided daily inspections for each shift to make sure the posts are covered; guards are in proper attire and have the necessary equipment to perform their jobs.

The management staff here at Kemp Group International Corporation is well qualified. We have the experience and expertise to provide the best service. We are a reputable company and have been conducting business in accordance with all local laws and regulations.

We will provide qualified and competent school crossing guards to protect the safety of the children crossing the streets.

We have the experience and the manpower to provide school crossing guard services to the City of Pembroke Pines.

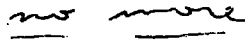
STAFF QUALIFICATIONS

Christina Aderinokun, Manager, has over ten years experience dealing with school crossing guards. She is certified by the State of Florida Department of Transportation as a school crossing guard trainer. Ms. Aderinokun also has experience as a security officer and security officer manager.

Joe Faluade, Project Manager, has over ten years experience dealing with school crossing guards. He is certified by the State of Florida Department of Transportation as a school crossing guard trainer. Mr. Faluade also has experience as security officer and security officer manager.

KEMP GROUP INTERNATIONAL CORPORATION

REFERENCES

1. Town of Davie Police Department
1230 S Nob Hill Road
Davie FL 33324
Contact: Lori Lysfjord, Phone: (954) 693-8268
8/06 - present
8/03 - 7/06
1/95 - 8/03
School Crossing Guards
2. City of Cooper City
PO Box 290910
Cooper City, FL 33329-0910
Contact: Kerri-Anne Fisher
Phone: (954) 434-4300 ext 268 (9090 SW 50 Place. 33328-4227)
2/16/04 - present
School Crossing Guard
3. City of North Miami Beach Police Department
PO Box 60000M
North Miami Beach FL 33160-1078
Contact: Sgt Rick Knowles, Phone: (305) 948-2921 (16901 NE 19 Ave)
3/1/04 - present
School Crossing Guard
4. City of Miramar
2300 Civic Place
Miramar FL 33025
Contact: Indra K Sarju, Phone: (954) 602-3065
8/05 - present
School Crossing Guards
5. City of West Park Florida
PO Box 5710
West Park FL 33083-5710
Contact: Russell Benford, Phone: (954) 963-5955/Fax: (954) 831-0393
10/8/05 - present
School Crossing Guards
6. City of Sunny Isles Beach
18070 Collins Avenue
Sunny Isles Beach, FL 33160
Contact: Priscilla Walker, CMC, Phone: (305) 792-1703
8/18/08 - present
School Crossing Guards
7. Agency for Workforce Innovation
Office of General Services
The Caldwell Building
Sutton Bldg. Suite 280
107 E Madison Street
Tallahassee FL 32399-4102
Contact: Ramone Smith, Phone: (850) 488-8009 Fax: (850) 245-7470
2660 W Oakland Park Blvd. Ft Lauderdale FL 33311-1347
Contact: Mike Cheeks, Phone: (954) 677-5687
4/99- 8/1/05
Security Guard - unarmed
Ft Lauderdale Jobs & Benefits
8. City of Ft Lauderdale
100 N Andrews Avenue
Ft Lauderdale FL 33301
Contact: Kirk Buffington, Phone: (954) 828-5140
Contact: Casey Eckels, Phone: (954) 828-5577
9/02 - 5/05
Festival Clean-up Services
9. City of Miami Gardens Florida
1515 NW 167 St, Bldg 5
Miami Gardens, FL 33169
Contact: William Green, Phone: (305) 622-8000
2/16/04 - 11/12/04
School Crossing Guard
10. City of Aventura
19200 West Country Club Drive
Aventura FL 33180
Contact: Sgt Michael Bentolila, Phone: (305) 466-2895
8/03 - 6/04
School Crossing Guards

11. Florida Department of Transportation
3400 West Commercial Blvd
Ft Lauderdale FL 33303
Contact: Fausto Gomez/Trevor Adhern, Phone: (954) 777-4220/777-4217
Contact: Marilyn Mason, Phone: (561) 465-7396
7/00 - 10/6/03
Security Guard - armed
St Lucie/Martin County Rest Areas

KEMP GROUP INTERNATIONAL CORPORATION**TRAINING**

Kemp Group International Corporation will provide any necessary and additional training for the school crossing guards at no additional cost to the City. The training will be provided in house. Our managers and supervisors are certified as school crossing guard trainers by the Florida Department of Transportation.

Prior to placement at a post, we will conduct classroom training. Once the guard has an assigned post, the supervisors will train the guards at the assigned post. On their first day at the post, a supervisor will be present to ensure that the guard is performing his/her duties.

Re-certification and training will be done annually.

UNIFORMS/EQUIPMENT

Supervisors are required to wear an orange polo shirt with blue or black pants/shorts. The school crossing guards are not required to wear a uniform, but must have a neat and clean appearance. They are advised on what is acceptable and unacceptable. However, we do suggest that they wear a white shirt, navy blue/black pants, and laced shoes.

With this contract we will provide white polo shirts with our company name on the shirts.

The equipment (stop sign, safety vest, whistle and rain coat) will be provided to each guard at no extra cost to the city.

RECRUIT/RETAIN

Job advertisements will be placed in local newspapers, Workforce One and employment guides. Also, flyers will be passed out to parents.

We will recruit and maintain a force of qualified and experienced personnel to support the operation of security services.

We will offer competitive wages, maintain employee moral through fair and equal treatment to reduce employee turnover. We will try to offer a post/position close to their home, if possible. We will give employees an annual pay raise.

If there are incumbent personnel, they will be interviewed and re-hired. Any incumbent personnel not rehired, their positions will be filled with qualified employees.

We will conduct a criminal background check at no additional cost to the City. Criminal background checks will be done annually.

The school crossing guards will be provided with a contact number in case they can't make it to work or if they will be late. This number can be called at any time. They will also be provided with the office number. We will maintain a list of on-call personnel.

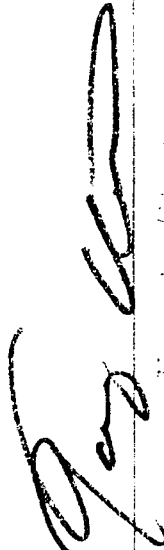


State of Florida

Certification

Kemp Group International Corporation
is certified as a Minority Business Enterprise under
the provisions of Chapter 287, Florida Statutes for
a one year period from:

February 22, 2008 to February 22, 2009


Executive Director

*Florida Department of Management Services
Office of Supplier Diversity*

Office of Supplier Diversity 4050 Esplanade Way, Suite 380 Tallahassee, FL 32399-0950 850.487.0915 www.osd.dms.state.fl.us

BROWARD COUNTY PUBLIC SCHOOLS
SUPPLIER DIVERSITY & OUTREACH PROGRAM
A DIVISION OF
SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT

This Certifies

**Kemp Construction Engineering & Development
Corporation d/b/a Kemp Group International;
Kemp Security**

Has met the requirements for certification established by Broward County Public Schools
Supplier Diversity & Outreach Program as a (an)

African-American

(M/WBE)

4/30/2008

Effective Date

4/30/2011

Expiration Date

7007-5747 05

Certification Number

Michelle Bryant Wilcox
Michelle Bryant Wilcox, M/WBE Coordinator

BROWARD COUNTY FLORIDA

Governmental Center Annex

115 S. Andrews Avenue, Room A640 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-6010

Development Division

This Certificate is Granted to:

Kemp Group International

The requirements have been met for certification for:

Community Disadvantaged Business Enterprise

As set forth in the Business Opportunity Act of 2004 and/or The Community Disadvantaged Business Enterprise Act of 2007. The Small Business Development Division must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

BC-CDBE Certificate Expires: 4/10/2011

Liliana Yera
Small Business Development Division

Broward County Board of County Commissioners

Josephus Eggeleston, Jr. • Sue Gunzburger • Kristin D. Jacobs • Ken Keechl • Ilene Lieberman • Stacy Ritter • John E. Rodstrom, Jr.
Diana Wasserman-Rubin • Lois Wexler
www.broward.org/smallbusiness

State of Florida
Department of Transportation
Certificate of Completion

This is to certify that

Joseph F. Wade

*Has completed the required training
and is now a certified*

School Crossing Guard Trainer

on this day

August 25, 1995

Leigh E. Matusick
Leigh E. Matusick
Florida School Crossing Guard
Program Administrator/Trainer

Frank Carille
Frank Carille
Governor's Highway Safety Representative

State of Florida
Department of Transportation
Certificate of Completion

This is to certify that

Christina Odom

*Has completed the required training
and is now a certified*

School Crossing Guard Trainer

on this day

August 25, 1995

Leigh E. Matusick
Leigh E. Matusick
Florida School Crossing Guard
Program Administrator/Trainer

Frank Carlile
Frank Carlile
Governor's Highway Safety Representative



City of Pembroke Pines, FL

Agenda Request Form

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

Agenda Number: 13.

File Number: 08-0958 **File Type:** Commission Items **Status:** Passed
Version: 0 **Reference:** **Controlling Body:** City Commission
Requester: Police **Initial Cost:** \$ 567,420.00 **Introduced:** 08/25/2008
File Name: School Crossing Guards **Final Action:** 09/03/2008

Title: MOTION TO AWARD RFP #PD-08-05 FOR SCHOOL CROSSING GUARDS TO THE MOST RESPONSIVE RESPONSIBLE BIDDER, KEMP GROUP INTERNATIONAL, IN THE AMOUNT OF \$14.00 PER HOUR FOR AN INITIAL THREE YEAR PERIOD AT AN ANNUAL TOTAL COST OF \$567,420.00.

Notes:

Attachments: 1. RFP PD-08-05
2. Tabulations
3. School Crossing Guards Posts
4. Kemp Group International Submittal

Agenda Date: 09/03/2008

Agenda Number: 13.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	09/03/2008	approve				Pass
	Verbose Action: Item 13.						
		Aye: 5	Mayor Ortis, Vice Mayor Shechter, Commissioner Castillo, Commissioner McCluskey and Commissioner Siple				
		Nay: 0					

SUMMARY EXPLANATION AND BACKGROUND:

1. The City requested proposals from qualified firms to establish a multi-year contract for the provision of school crossing guard services.
2. Approximately 88 school crossing guards are required for each school day.
3. RFP #PD-08-05 was advertised on July 14, 2008.
4. Four responses were received on July 29, 2008.
5. Digos Enterprises Security was found to be non-responsive due to the absence of experience with providing school crossing guard services.

6. Kemp Group International is the most responsive/responsible company at a per hour price of \$14.00 for guards and supervisors.

7. Recommend Commission award RFP #PS-08-05 for School Crossing Guards to the most responsive/responsible proposer, Kemp Group International, in the amount of \$14.00 per hour for an initial three year period.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$567,420

b) **Amount budgeted for this item in Account No:** 1-521-3001-34990 - Contractual Services - Other

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

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

<u>Current FY</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Revenues	0	0	0	N/A
Expenditures	567,420	567,420	567,420	N/A
Net Cost	567,420	567,420	567,420	N/A

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