



**FIRST AMENDMENT OF THE AGREEMENT  
FOR OPERATION, MAINTENANCE, MANAGEMENT OF CITY'S RIGHT OF WAY'S**

**THIS AGREEMENT**, dated this 15<sup>th</sup> day of MARCH 2016, by and between:

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

and

**DBI SERVICES LLC.**, a company authorized to do business in the State of Florida, with a business address of 100 North Conahan Drive, Hazelton, PA 18201-7355, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, on October 29, 2013, the CITY and CONTRACTOR entered into the original agreement and awarded Bid No. PSPW-13-10 to provide operation, maintenance, and management services for the City's Right of Way's to CONTRACTOR as the most responsive, responsible bidder, and,

**WHEREAS**, parties would like to amend the Original Agreement to increase the scope of work related to street sweeping and additional routine maintenance for the increased number of roadways, request street sweeping of additional areas of the road that are currently not covered under the agreement, and add roadway irrigation pump repair or replacement to the scope, and,

**WHEREAS**, the parties would like to allow for the CONTRACTOR to perform repairs that are not included in the scope of work such as repairs to the roadway lighting and inspections, cleaning, and repairs to existing drainage systems that service the public road per the required National Pollution Discharge Elimination System (NPDES) permit; and,

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

**WHEREAS**, the Parties specifically seek to revise Article 6 "Compensation" of the Original Agreement to increase the Annual Fee for the increased scope of work and also add an Owner's Contingency amount to for as needed work not covered as part of the original scope of work 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.** Article 4 of the Original Agreement is hereby amended to add Section 4.1.1 and 4.1.2 to read as follows:

4.1.1 The CONTRACTOR shall perform street sweeping on all roads included in Exhibit C once per month. The sweeping shall consist of the inside lane and outside lane for each mile, and the four corners and center of every intersection. The equipment used for street sweeping shall have GPS tracking capabilities. The CONTRACTOR shall be required to report the amount of debris removed from the roads on a monthly basis. The measurement for debris removal shall be in tons.

4.1.2 The CONTRACTOR shall repair or replace roadway irrigation pumps, up to a maximum of three (3) per year. All repairs shall be done in accordance with the manufacturer's requirements and specifications. If the pump must be replaced, CONTRACTOR shall replace the pump with a pump of equal or better quality and value. Quality and value shall be defined as the condition of the original pump upon its initial purchase.

**SECTION 3.** Article 6 of the Original Agreement is hereby amended to add Section 6.4 and amend Section 6.1

~~6.1 The Annual Fee for Services for the period starting on the effective date set forth in Article 5.1 and ending one year later (First Agreement Year) shall be no more than \$887,550 [EIGHT HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS.]~~ The Annual Fee for Services beginning on March 1, 2016 shall be \$1,041,550 [ONE MILLION FORTY ONE THOUSAND AND FIVE HUNDRED FIFTY DOLLARS and NO CENTS]

6.4 The CITY has established an owner's contingency amount of \$200,000 [TWO HUNDRED THOUSAND DOLLARS and NO CENTS] related to this contract. The CONTRACTOR shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the CONTRACTOR shall only be paid amounts as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

**SECTION 4.** Exhibit D of the Original Agreement is hereby deleted and replaced with Exhibit A to this First Amendment.

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



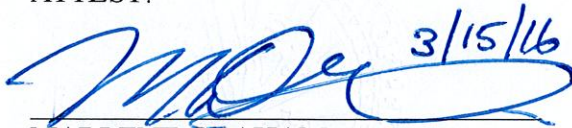
amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 6.** The original contract as awarded pursuant to Bid No. PSPW-13-10, shall remain in full force and effect except as specifically amended herein.

**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:

 3/15/16

MARLENE GRAHAM,  
CITY CLERK

**CITY:**

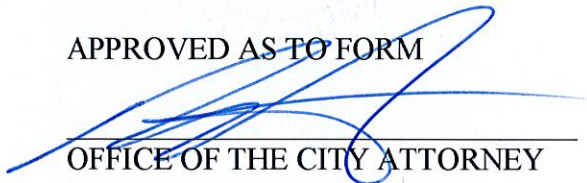
CITY OF PEMBROKE PINES

BY:



CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM

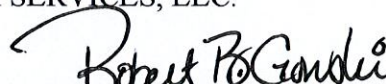


OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

DBI SERVICES, LLC.

BY:



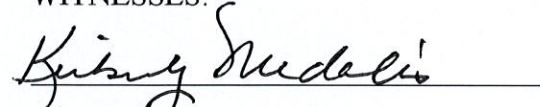
Print Name:

ROBERT B. GORSKI

Title:

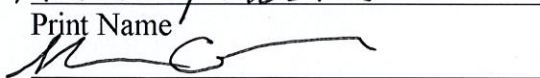
Executive Vice-President

WITNESSES:



Kimberly Medalis

Print Name



Shaun Cwikla

Print Name





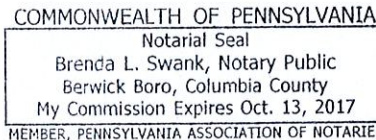
STATE OF Pennsylvania )  
 ) ss:  
COUNTY OF Luzerne )

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Robert B. Gorski as Executive Vice President of **DBI SERVICES, LLC**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **DBI SERVICES, LLC**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this 1 day of March, 2016.

Brenda L Swank  
NOTARY PUBLIC

Brenda L Swank  
(Name of Notary Typed, Printed or Stamped)



# **EXHIBIT A to First Amendment**

## **PERFORMANCE BASED MAINTENANCE OUTCOMES**

### **ROADWAY**

#### **THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:**

##### **FLEXIBLE POTHOLE:**

No defect is greater than 1/2 square foot in area and no single measurement 1-1/2 inches or greater in depth. No pervious base is exposed in any hole.

##### **FLEXIBLE POTHOLE:**

No defect is greater than 1/2 square foot in area and no single measurement 1-1/2 inches or greater in depth. No pervious base is exposed in any hole.

**Flexible Pothole** – Potholes are normally bowl-shaped holes in the pavement that usually form in low areas, such as wheel paths and utility trenches. They are caused by pavement weaknesses, which may result from poor quality materials, thin pavement surface, poor drainage on the pavement surface or within the base, or a loss of load support by either the base or sub grade.

**Evaluation:** Measure the size of the pothole. To measure the size of a pothole, place a straightedge across the defective area and determine if the defective area is deeper than that listed in the standard. To determine the area of a defect, measure the area as a square or rectangle. Use of a straightedge and a marker to outline the area may be helpful. In a non-curb and gutter section, do not rate the first 4 inches from the actual edge of pavement for pothole criteria (see edge raveling).

Flexible pothole does not meet outcome standards when any of the following exist: 1) If BOTH depth and area in the standard limits or greater. 2) If pervious base is exposed in any hole.

## ROADSIDE

### THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:

#### **SIDEWALK:**

80% of sidewalk area is free of vertical misalignments or horizontal cracks greater than 3/4 inch.

#### **SIDEWALK:**

80% of sidewalk area is free of vertical misalignments or horizontal cracks greater than 3/4 inch.

**Sidewalk** – Sidewalk is constructed of various materials and is subject to misalignments caused by growing tree roots, settling or deterioration. This measurement includes the normal sidewalk joint and the sidewalk to curb joint.

Sidewalk should be projected across an urban flared paved turnout and that area evaluated as sidewalk. Any bike path located outside the roadway pavement area will be evaluated as sidewalk. Paved utility strips are evaluated as sidewalk if they are intended to be used as sidewalk. Sidewalk shall not be evaluated across dedicated streets. Spalled areas greater than 3/4 inch in depth do not meet desired conditions. Uniform deviation from original grade that have vertical misalignments or cracks greater than 3/4 inch do not meet desired maintenance conditions. For purposes of evaluating this characteristic, one linear foot of misalignment or cracking not meeting desired conditions equals one square foot of sidewalk area. Do not exceed one linear foot of cracking in a one square foot area. Unsealed joints greater than 3/4 inch do not meet desired maintenance conditions.

For *outcome* purposes if an entire slab is missing in a continuous section of sidewalk, multiply the length of the missing section by the width to get the area missing. For example, if a 5 ft. section of sidewalk 5 ft. wide is missing the area would be 25 sq. ft. If the area missing combined with the total area of cracking is greater than that allowed for the standard then sidewalk does not meet *outcome* standards.

**Evaluation:** Measure the length of sidewalk and multiply by the width of sidewalk to determine the total area. Then multiply the total area by 0.005 to determine the maximum area that can have vertical misalignments or horizontal cracks greater than 3/4 inch.

#### ***Sidewalk does not meet outcome standards when the following exist:***

1) More than 20% of the sidewalk area has vertical misalignments or horizontal cracks greater than 3/4 inch.

# TRAFFIC SERVICES

**GUARDRAIL:**

Each single run functions as intended.

**ATTENUATOR:**

Each device functions as intended.

**OBJECT MARKERS & DELINEATORS:**

80% of the markers are functioning as intended.

**LIGHTING:** 90% of the total luminaries of the combined sign and highway lighting that are maintained by the City are functioning as intended.

**GUARDRAIL:**

Each single run functions as intended. Guardrail - Guardrail is installed to guide a vehicle away from various hazards in and adjacent to the travel way and, in most cases, where fill slopes exceed 3:1.

- This characteristic also includes evaluation of cable rail and handrail. Refer to the Design Standards.

**Evaluation:** Determine the general condition of the guardrail. Check the guardrail height. Check for damaged rail, missing or damaged posts or blocks, connecting hardware and end sections. Check to make sure guardrail is lapped correctly.

If there is less than 25 feet of guardrail in a sample, then 50% or more of the guardrail must meet the height requirement for this sample point to meet maintenance conditions. All other guardrail criteria shall be rated no matter what the length.

Consideration should be given to what Design Standards were used during original construction of guardrail.

A previous minor collision may not prevent a guardrail system from functioning as designed and would not cause failure. Installations may vary from roadway to roadway because of design standard changes and should be evaluated using the appropriate design standard.

***Each single run of guardrail does not meet outcome standards when any of the following exist:***

- 1) Any missing posts, offset blocks, panels or connection hardware.
- 2) Nuts fully threaded within 1 inch of the anchor plate on end treatment cables and anchor rods (measurements should be checked with end treatment cable taut).
- 3) Any section that is 3 inches above or 1 inch below the desired elevation for 25 continuous feet.
- 4) The backup plate does not fit snugly behind the rail. There should be some point of contact.
- 5) Damaged end sections.
- 6) The rail has been penetrated.
- 7) More than 10% of the guardrail blocks are twisted.
- 8) More than 10% of the wooden posts or blocks are rotten or deteriorated.
- 9) Any panel lapped incorrectly.

### **ATTENUATOR:**

Each device functions as intended.

**Attenuator** - Vehicle impact attenuators are of various configurations and are designed for different roadway conditions. They are generally constructed of modules containing cells of different types of energy absorption materials. Attenuators are intended to provide a motor vehicle with a cushioned impact area prior to solid obstructions such as; parapet walls, bridge columns, sign structures and signal poles.

**Evaluation:** Determine the general condition of the attenuator. When there is no apparent damage, the survey team will utilize the latest inspection rating. When damage to an attenuator system is discovered that may compromise its function, the responsible maintenance area should be promptly notified.

A computer printout of attenuator devices, by county-section number and milepost, can be obtained from the City's Roadway Characteristics Inventory file. This listing should be obtained at the beginning of each survey period.

***Attenuators do not meet outcome standards when any of the following exist:***

- 1) Obvious malfunctions, such as water or sand containers that are split, compression of the device, misalignment, etc.
- 2) Any inspection rating less than GOOD.



## **OBJECT MARKERS AND DELINEATORS:**

80% of the markers are functioning as intended.

**Object Markers** - According to the MUTCD, “Object markers are used to mark obstructions within or adjacent to the roadway.” Section 3C.01

Type 1 object markers are 3 inches by 18 inches.

Type 2 object markers are 6 inches by 12 inches.

Type 3 object markers are 12 inches by 36 inches

**Delineators** - The MUTCD states, “Delineators are particularly beneficial at locations where the alignment might be confusing or unexpected, such as at lane reduction transitions and curves. Delineators are effective guidance devices at night and during adverse weather. An important advantage of delineators in certain locations is that they remain visible when the roadway is wet or snow covered.” Reflective elements for delineators shall have a minimum dimension of 3 inches.

**Evaluation:** For outcome purposes, Type 2 Object Markers and Delineators are used to mark City maintained objects or to delineate roadway alignment. This characteristic will include clear or amber “button” type reflectors installed on guardrail and barrier wall systems, button or combination button and reflective sheeting markers used at crossovers and other applications where object or guide marking is used.

Delineators shall be installed with the TOP of the marker approximately 4 feet above the near pavement elevation.

When used for marking objects in the roadway or 8 feet or less from the shoulder or curb, the mounting height to the bottom of the object marker should normally be 4 feet above the surface of the nearest travel lane. When used to mark the objects more than 8 feet from the shoulder or curb, the mounting height to the bottom of the object marker may be 4 feet above the ground.

Except for post mounted delineators on entrance and exit ramps at interchanges all post mounted object markers and delineators installed within plus or minus 1 foot (height and lateral offset) shall meet desired maintenance conditions.

Post-mounted delineators on ramps (see Design Standards) shall be installed at a uniform distance from the travel lane with a tolerance of 3 inches. The height shall be uniform with a tolerance of 3 inches.

Rate all post-mounted markers except those installed to prohibit unauthorized traffic movements (off-tracking, median crossing, shoulder parking, etc.). Rate post-mounted delineators at major/minor intersections, if installed.

The horizontal placement of post-mounted delineators at crossovers shall be 6 feet with a tolerance of plus or minus 1 foot-6 inches in accordance with Index 17346. This index shows the edge of pavement as the standard reference point. If curb and gutter is present measure from the top face of the curb. If no curb is present measure from the edge of pavement.

Both day and night observations should have at least 80% of the required markers present, at the recommended height and offset and functioning as intended to meet desired maintenance conditions.

Post-mounted delineators at median crossovers and major and minor roads shall be installed according to Design Standards. Yellow delineators should be located on sides facing the crossover and green delineators should be located on sides facing away from the crossover. All connecting hardware, nuts and bolts should be installed. Delineators shall not be used as Type 2 object markers (see MUTCD).

Each run of guardrail shall have reflectors according to the Design Standards. A continuous run of adhesive markers and a continuous run of post mounted markers on guardrail meet desired conditions. However, adhesive and post mounted guardrail markers shall not be intermixed (see Design Standards) in a continuous run. For outcome purposes, an intermixed marker will be counted the same as a missing marker. City Guardrail

***Object Markers and Delineators do not meet outcome standards when more than 20% of the following exist:***

- 1) The horizontal placement of post-mounted delineators at crossovers are installed more than plus or minus 1 foot-6 inches from the edge of pavement or top face of curb.
- 2) If in the roadway or 8 feet or less from the shoulder or back of curb the marker is not installed 4 feet plus or minus 1 foot above the edge of the nearest travel lane.
- 3) If the bottom of the marker is not installed 4 feet plus or minus 1 foot above the ground when marking objects more than 8 feet from the shoulder or back of curb.
- 4) Markers are not offset 4 feet plus or minus 3 inches from the shoulder break and installed at a uniform height on interchange ramps as shown in the Design Standards.
- 5) Markers or delineators lean more than 1 inch per foot of post length.
- 6) Required markers are missing.
- 7) Required markers are not reflective at night.
- 8) Adhesive and post-mounted reflectors are mixed in a continuous run of guardrail as cited in the Design Standards.
- 9) Reflectors are not installed as shown in the Design Standards.
- 10) Color of post-mounted delineators are installed facing the wrong way.
- 11) Missing connecting hardware, nuts and bolts.

**LIGHTING:**

90% of the total luminaries of the combined sign and highway lights are functioning as intended.

**Highway Lighting** - All highway lighting MAINTAINED by the City (DOT forces or contract maintenance) is to be included in the survey. The daytime evaluation should be for missing or damaged poles and missing or damaged luminaries. ANY electrical inspection plate, access panel cover or pull box cover that is not properly secured in place will also cause this characteristic not to meet the desired maintenance conditions. If this characteristic meets the desired daytime conditions, then a nighttime evaluation shall be made.

**Evaluation:** Determine the total number of luminaries in the MRP. By inspection, determine the number of luminaries that do not meet desired maintenance conditions. Subtract that number from the total number of luminaries. This is the number of luminaries that meet outcome conditions. Divide this number by the total number of luminaries then multiply by 100 to get the percent of luminaries that meet desired maintenance conditions. If this percentage is equal to greater than the standard, then the point meets conditions for lighting.

***Lighting does not meet outcome standards when any of the following exist:***

- 1) Any electrical inspection plate, access panel cover, exposed electrical wire or pull box cover are not properly secured in place.
- 2) If more than 10% of the total luminaries are not functioning.
- 3) If more than 10% of the poles are damaged or missing.

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## **DRAINAGE**

### **THE FOLLOWING CHARACTERISTICS MEET THE DESIRED MAINTENANCE CONDITIONS WHEN:**

#### **ROADWAY SWEEPING:**

Material accumulation is not greater than 3/4 inch deep for more than a continuous 1 foot in the traveled way or shall not exceed 2 1/4 inches in depth for more than a continuous 1 foot in any gutter.

#### **ROADWAY SWEEPING:**

Material accumulation is not greater than 3/4 inch deep for more than 1 continuous foot in the travel way or shall not exceed 2 1/4 inches in depth for more than 1 continuous foot in any gutter.

**Roadway Sweeping**—This characteristic applies to: all urban limited access roadways and paved shoulders on urban limited access roadways. It also applies to all curb and gutter, valley gutter, barrier wall and intersections of State Roads.

Do not rate curb inlet throats for sweeping.

In areas with curb and gutter and sidewalk, rate sweeping around the returns to the back of the sidewalk. In areas with curb and gutter and no sidewalk, do not rate sweeping around the returns.

Items evaluated as litter will not be included in the sweeping evaluation.

**Evaluation:** Review urban limited access roadways, and paved shoulders on urban limited access roadways, all curb and gutter, all valley gutter, all barrier wall and all intersections of State Roads to determine the debris buildup. Measure the depth and length of any buildup. If the debris buildup is more than allowed by the standard, it does not meet desired maintenance conditions.

#### ***Roadway Sweeping does not meet outcome standards when any of the following exist:***

- 1) The accumulation of material is greater than 3/4 inch deep for more than 1 continuous foot in the travel way.
- 2) The material accumulation exceeds 2 1/4 inches in depth for more than 1 continuous foot in any gutter.
- 3) Material accumulation exceeds 3/4 inch deep at marked pedestrian crossings and curb ramps.