



**SECOND AMENDMENT OF THE AGREEMENT FOR OPERATION, MAINTENANCE,  
AND MANAGEMENT OF CITY'S RIGHTS OF WAYS  
BETWEEN THE CITY OF PEMBROKE PINES AND  
DBI SERVICES, LLC**

THIS AGREEMENT, dated this 4th day of JUNE 2018, by and between:

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

and

**DBI SERVICES, LLC** a Company authorized to do business in the State of Florida, with a business address of **100 North Conahan Drive, Hazleton, PA 18201**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

**WHEREAS**, pursuant to RFQ #PSPW-13-10, on **October 29, 2013**, the CITY and CONTRACTOR entered into the Original Agreement for **Operation, Maintenance and Management of Municipal Public Rights of Ways** for an initial **five (5) year period**, commencing **November 1, 2013** and ending on **October 30, 2018**; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for **one (1) additional five (5) year term**, subject to mutual consent and the execution of a written amendment; and,

**WHEREAS**, on **March 15, 2016**, the Parties executed the First Amendment to the Original Agreement which amended **Article 4 – Scope of Services & Contractor Responsibilities** with the addition of **Section 4.1.1** that included additional Scope of Services including **CONTRACTOR** shall perform street sweeping on all roads included in **Exhibit C** of the Original Agreement; and,

**WHEREAS**, the First Amendment to the Original Agreement also amended **Article 4 – Scope of Services & Contractor Responsibilities** with the addition of **Section 4.1.2** that included additional Scope of Services including, **CONTRACTOR** shall repair or replace roadway irrigation pumps, up to a maximum of **three (3)** per year; and,

**WHEREAS**, the First Amendment to the Original Agreement also amended **Section 6.1** to increase the annual fee for services beginning on **March 1, 2016** to **ONE MILLION FOURTY ONE THOUSAND FIVE HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$1,041,550)** from **EIGHT HUNDRED AND EIGHTY SEVEN THOUSAND FIVE HUNDRED AND FIFTY DOLLARS AND NO CENTS (\$887,550)**; and,



**WHEREAS**, the First Amendment to the Original Agreement also amended Article 6 – Compensation with the addition of Section 6.4, which included an owner’s contingency amount of TWO HUNDRED THOUSAND DOLLARS AND NO CENTS (\$200,000); and,

**WHEREAS**, the First Amendment to the Original Agreement also deleted Exhibit D and replaced it with Exhibit A – Performance Based Maintenance Outcomes included in the First Amendment; and,

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

**WHEREAS**, the Parties specifically seek to revise Article 6 “Compensation” of the Original Agreement to increase the Annual Fee, pursuant to Section 6.3 of the Original Agreement, Starting on the first month of the second renewal term, the Annual Fee shall be automatically increased by 10%; and,

**WHEREAS**, the Parties specifically seek to execute the first and final five (5) year renewal option and amend the Agreement in accordance with the terms and conditions set forth herein.

#### WITNESSETH

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

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

**SECTION 2.** Article 19, entitled “Records/Right to Inspect and Audit”, is hereby amended by the addition of Section 19.7 and Section 19.8, as follows:

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

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

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

19.7.3 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

19.7.4 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.

19.8 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, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**SECTION 3. Section 6.1 of the Original Agreement is hereby amended with the following:**

**~~6.1 The Annual Fee for Services beginning on March 1, 2016 shall be ONE MILLION FORTY ONE THOUSAND AND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$1,041,550).~~ The Annual Fee for Services beginning on November 1, 2018 shall be ONE MILLION ONE HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED FIVE DOLLARS AND NO CENTS (\$1,145,705).**

**SECTION 4. The Original Agreement is hereby renewed for the first and final five (5) year renewal period commencing on November 1, 2018 and terminating on October 31, 2023.**



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

**SECTION 6.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, and this Second Amendment shall remain in full force and effect, except as specifically modified herein.

**SECTION 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.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK**





City of Pembroke Pines

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

ATTEST:

for [Signature] 6/4/18  
MARLENE D. GRAHAM,  
CITY CLERK

CITY:

CITY OF PEMBROKE PINES

BY: [Signature]  
CHARLES F. DODGE  
CITY MANAGER



APPROVED AS TO FORM

[Signature]  
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

WITNESSES

Eleanor Rancant  
Eleanor Rancant  
Print Name

DBI SERVICES, LLC

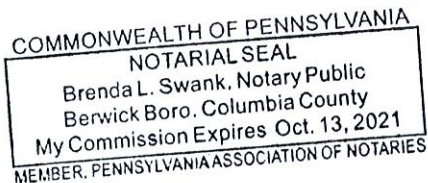
BY: [Signature]  
Print Name: Joseph G. Ferguson  
Title: Secretary

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 Joseph G. Ferguson as Secretary of **DBI SERVICES, LLC** an organization 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 17 day of May, 2018.



[Signature]  
NOTARY PUBLIC

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