



*City of Pembroke Pines*

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

**THIS THIRD AMENDMENT AND ASSIGNMENT AGREEMENT ("Third Amendment and Assignment")**, dated this \_\_\_\_ day of \_\_\_\_\_, **2021**, is 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 "**Assignor**".

and

**DEANGELO CONTRACTING SERVICES LLC** a Company authorized to do business in the State of Florida with a business address of 527 S Church St., Hazleton, PA 18201, hereinafter referred to as "Assignee". **The three above listed entities may be collectively referred to as the "PARTIES"**.

**WHEREAS**, on **October 29<sup>th</sup>, 2013**, the City and the Assignor entered into Agreement for the Operation, Maintenance, and Management of the City's Right of Ways ("Original Agreement"); and,

**WHEREAS**, on **March 15, 2016**, the City and the Assignor entered into a First Amendment of the Agreement for the Operation, Maintenance, and Management of the City's Right of Ways ("First Amendment"); and,

**WHEREAS**, on **June 18, 2018**, the City and the Assignor entered into a Second Amendment to the Agreement for the Operation, Maintenance, and Management of the City's Right of Ways ("Second Amendment"); and,

**WHEREAS**, the Assignor wishes to assign the Original Agreement, as amended to the Assignee; and,

**WHEREAS**, the Assignee wishes to accept the assignment by the Assignor and be bound by terms of the Original Agreement, as amended; and,

**WHEREAS**, pursuant to Article 21 of the Original Agreement, as amended, the City must



*City of Pembroke Pines*

consent in writing to any assignment by the Assignor; and

### W I T N E S S E T H

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

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

**SECTION 2.** Any language contained in this Third Amendment and Assignment, or any subsequent amendment, which is in ~~strike through~~ type shall be deletions from the terms of the Original Agreement, as amended and language in underlined type shall be additions to the terms of the Original Agreement, as amended.

**SECTION 3.** The Assignor hereby assigns to the Assignee all of its rights and obligations set forth in the Original Agreement, as amended, which arise on or after the date of this Third Amendment and Assignment, it being understood and agreed that, notwithstanding anything in the Original Agreement, as amended, to the contrary, Assignee shall have no liability, responsibility, duty or obligation with respect to, and does not assume and shall not be responsible for, (i) any duties or obligations of the Assignor of any type or kind that arose or existed before the date of this Third Amendment and Assignment or (ii) any defaults, breaches, acts or omissions of the Assignor of any type or kind that arose or existed before the date of this Third Amendment and Assignment. The City hereby consents to the assignment from the Assignor to the Assignee.

**SECTION 4.** The Assignee hereby accepts the assignment of the Original Agreement, as amended from the Assignor and agrees to be bound by it terms and assume the Assignor's obligations under the Original Agreement, as amended.

**SECTION 5.** The following Section is hereby added to the Original Agreement, as amended:

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

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

5.2 One million dollars or more if, at the time of bidding on, submitting a proposal for,



## City of Pembroke Pines

or entering into or renewing such contract, the company:

5.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

5.2.2 Is engaged in business operations in Syria.

**SECTION 6.** The following Section is hereby added to the Original Agreement, as amended:

**Employment Eligibility.** Assignee certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

### 6.1 **Definitions for this Section.**

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.2 "Contractor" includes, the Assignee.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Assignee shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by the Assignee to perform employment duties within Florida during the term of this Agreement; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Assignee to perform work pursuant to the Agreement with the City of Pembroke Pines. The Assignee acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Assignee shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but



is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Assignee shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Assignee shall maintain a copy of such affidavit for the duration of the Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this Agreement is terminated for a violation of the statute by the Assignee, the Assignee may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 7.** In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment and Assignment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment and Assignment shall control to the extent of any such conflict or ambiguity.

**SECTION 8.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment and this Third Amendment and Assignment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 9.** Each exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Third Amendment and Assignment. The exhibits, if not physically attached, should be treated as part of this Third Amendment and Assignment and are incorporated herein by reference.

**SECTION 10.** Each person signing this Third Amendment and Assignment on behalf of any Party individually warrants that he or she has full legal power to execute this Third Amendment and Assignment 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 Third Amendment and Assignment.

**SECTION 11.** This Third Amendment and Assignment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Third Amendment and Assignment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE FOLLOWS**



*City of Pembroke Pines*

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

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

BY: \_\_\_\_\_

\_\_\_\_\_  
MARLENE D. GRAHAM, CITY CLERK

MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

Print Name: \_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**ASSIGNOR:**

**DBI SERVICES, LLC**

Signed By: DocuSigned by:  
Joseph Ferguson  
7951013687D14FE  
Print Name: Joseph Ferguson  
Title: Secretary

**ASSIGNEE:**

**DEANGELO CONTRACTING SERVICES  
LLC**

Signed By: DocuSigned by:  
Jarrold DeAngelo  
34D6F7CD894047E...  
Print Name: Jarrold DeAngelo  
Title: Member