



OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

DATE: August 30, 2023

FILE: PR-23-215

* Assigned by procurement

TO: George R. Keller, Jr. CPPT
City Manager

VIA: Adam Reichbach DocuSigned by:
Adam Reichbach
FF840A01DE2047B...
Assistant City Manager for Finance and Administration

VIA: Gus Zambrano DocuSigned by:
Gus Zambrano
850501A269B24D0...
Assistant City Manager for Sustainable Development

THRU: DS
St Steve Stewart DocuSigned by:
sstewart@hollywoodfl.org
976DD9ED7FB74C8...
Director, Procurement and Contract Compliance

FROM: Rick Engle DocuSigned by:
RENGLER@HollywoodFL.org
F1A5FDF0C9B4B8...
Director, Parks, Recreation & Cultural Arts

SUBJECT: Recommendation to Approve a Change Order to Live Flyer, Inc. for Anchoring Limitation Area Signs Agreement for additional liability insurance. The Change Order Amount is an increase of \$12,500 and the Total Amount to include the Change Order is \$137,500.

ISSUE:

Parks, Recreation & Cultural Arts is requesting a change order increase up to \$12,500 for additional liability insurance. The reason for the change order is for Live Flyer, Inc to purchase additional Commercial General Liability insurance to comply with City requirements.

AUTHORITY:

§ 38.48 CHANGE ORDERS. (A) CHANGE ORDER

Changes, due to unanticipated conditions or developments, made to any contract, which are reasonably and conscientiously viewed as being in fulfillment of the original scope of the contract and/or matters directly related thereto.

(B) City Manager's authority.

(1) Subject to the restrictions contained in (B)(2) below, the City Manager is authorized to approve and initiate work on the following types of change orders determined in his or her judgment to be in the public interest, as follows:

(a) All change orders decreasing the cost of the contract to the City that do not materially alter the character of the work contemplated by the contract.

(b) A change order, consisting of one or more changes permitted by subsection (A) above, where the net change, taking into account both increases and decreases in cost, increases the cost of the contract to the City by an amount not in excess of \$50,000.

(c) A change order extending the contract completion date by not more than 90 calendar days.

(d) A change order comprised of administrative changes with no change in cost or completion date.

(e) Any change orders where the sum of all change orders and the original contract amount do not exceed \$100,000.

(2) Notwithstanding the provisions of (B)(1) above, the City Manager is not authorized to approve a change order under either of the following conditions:

(a) Where the sum of all change orders issued under the contract exceed \$100,000 or 10% of the original contract amount, whichever is less, except as authorized in §38.48(B)(1)(e) above; or

(b) Where the cumulative effect of all approved change orders will result in the extension of a contract completion date by more than 180 calendar days.

Funding has been provided in the fiscal year 2023 budget for Parks, Recreation & Cultural Arts in Account Number 334.309901.51900.559650.001661.000.000.

RECOMMENDATION:

Change order approval in the amount of \$12,500 to Live Flyer, Inc. for purchase of additional Commercial General Liability insurance to comply with City requirements.

DocuSigned by:
George R. Keller Jr., CPPT
BB25DD053647405...
APPROVED BY: George R. Keller, Jr. CPPT
City Manager

9/13/2023

Date:

Attachments: Executed Agreement

Reso No. R-2023-206

Approved Certificate of Insurance

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
LIVE FLYER, INC.
FOR
ANCHORING LIMITATION AREA SIGNS**

This Agreement made and entered into this _____ day of _____, 2023, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida ("City") and Live Flyer ("Vendor").

WHEREAS, City issued Request for Proposal No. 055-23-SK ("RFP") for a Anchoring Limitation Area Signs; and

WHEREAS, Vendor submitted a proposal in response to the RFP;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda, the proposal submitted by Vendor, and the Purchase Order, if applicable, (collectively, the "RFP Documents") are attached and incorporated into and made a part of this Agreement. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions in the RFP Documents.

**ARTICLE II
INDEMNIFICATION**

The parties agree that the following indemnification provision shall govern this Agreement:

Vendor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Vendor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Document. Nothing in this Agreement or under the RFP Documents shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE III REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE IV SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated in this Agreement. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

ARTICLE VI NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Rick Engle, Director
Dept. of Parks, Recreation, & Cultural Arts
City of Hollywood
1405 S. 28th Avenue
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

LIVE FLYER INC

PO BOX 2399

CRESTVIEW, FL 32536

(850) 815-8900

ARTICLE VII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

ATTEST:

By: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

Douglas R. Gonzales
City Attorney

LIVE FLYER, INC., a Florida corporation

By: _____

JOHN WARD

Name typed, printed or stamped

Title: PRESIDENT

RESOLUTION NO. R-2023-206

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH LIVE FLYER, INC. FOR ANCHORING LIMITATION AREA SIGNS IN AN AMOUNT UP TO \$125,000.00 OVER A TWO-YEAR INITIAL TERM, WITH AN OPTION TO RENEW FOR AN ADDITIONAL ONE-YEAR PERIOD.

WHEREAS, the Department of Parks, Recreation & Cultural Arts ("PRCA") desires to install Anchoring Limitation Area signage in the City's North and South Lakes ("Services") pursuant to Broward County Code of Ordinances Section 21-173, Designated Anchoring Limitation Areas; and

WHEREAS, Section 38.43 of the Procurement Code provides that when the estimated annual cost of goods, supplies, materials, equipment, or services exceeds \$50,000.00, a formal solicitation process shall be completed that may result in a written contract(s) and/or purchase order(s), after due public notice inviting bids or proposals; and

WHEREAS, on February 13, 2023, Request for Proposal Number RFP-055-23-SK ("RFP") was electronically advertised on OpenGov.com with a response deadline of March 14, 2023, to solicit a vendor to provide Anchoring Limitation Area Signs in accordance with Section 38.43(A) of the Procurement Code; and

WHEREAS, the RFP was extended for two weeks with a new deadline of March 29, 2023, and resulted in one proposal from Live Flyer, Inc.; and

WHEREAS, on May 2, 2023, an oral presentation was provided by Live Flyer, Inc. followed by a Public Selection Committee Meeting during which the Selection Committee comprised of City staff from PRCA and the Police Department evaluated and scored the vendor's proposal based upon the following Evaluation Criteria established in the RFP: Organizational Profile, Qualifications and Experience, Project Understanding, Proposed Approach and Methodology, Fee Statement, and Local Vendor Preference; and

WHEREAS, Live Flyer, Inc.'s proposal was evaluated and received an aggregate average score of 88.33 points out of a possible 105 points; and

WHEREAS, PRCA and Chief Procurement Officer recommend that the City Commission authorize the execution of the attached Agreement with Live Flyer, Inc. in an amount up to \$125,000.00 over a two-year initial term, with an option to renew for an additional one-year period, to provide the desired Services; and

WHEREAS, a portion of the funding for the Agreement was included in the amended FY 2023 Capital Improvement Plan, and is available in account number 334.309901.51900.559650.001661.000.000, and the remainder will be made available in a companion budget amendment resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it authorizes the execution, by the appropriate City officials, of the attached Agreement with Live Flyer, Inc., together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 5 day of July, 2023.

ATTEST:


PATRICIA A. CERNY, MMC
CITY CLERK


JOSH LEVY, MAYOR

APPROVED AS TO FORM:


DOUGLAS R. GONZALES
CITY ATTORNEY

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
LIVE FLYER, INC.
FOR
ANCHORING LIMITATION AREA SIGNS**

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WHEREAS, Vendor submitted a proposal in response to the RFP;

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This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE IV SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

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Rick Engle, Director
Dept. of Parks, Recreation, & Cultural Arts
City of Hollywood
1405 S. 28th Avenue
Hollywood, Florida 33020

with a copy to:

Douglas R. Gonzales, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:

**ARTICLE VII
THIRD PARTY RIGHTS**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

IN WITNESS WHEREOF, the parties have set their hands and official seals the day and year first above written.

**CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida**

ATTEST:

By: _____
Josh Levy, Mayor

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM:

Douglas R. Gonzales
City Attorney

LIVE FLYER, INC., a Florida corporation

By: _____

Name typed, printed or stamped
Title: _____



18-August-2023

eMailed (10 pp.)

City of Hollywood (City)
Attn: Mr. David Vazquez - Assistant Director, Parks, Recreation & Cultural Arts
1405 South 28th Avenue
Hollywood, FL 33022-9045
Office No. (954) 921-3404
DVazquez@HollywoodFL.org

Client Reference: RFP-055-23-SK
Anchoring Limitation Area Signs

Our Reference: RCO No. 230329-230818
Design / Build Fixed Marine Markers (Anchoring Limitation Area)
Supplemental Insurance Request for Change Order


Dear Mr. Vazquez,

While City of Hollywood (City) Solicitation Section No. 3.17 Insurance Requirements clearly state Commercial General Liability Insurance coverage of \$2,000,000 per occurrence, Live Flyer, Inc. (Contractor), who exclusively and routinely performs; State, County and City public marine construction work in Florida, does not possess and has never needed such additional coverage, the Contractor failed to include the City's supplemental insurance cost in it's offer.

Please forgive our unintentional omission of the City's insurance specification and thank you for even considering compensation for the oversight. As a very-small, emerging, women-owned, disabled veteran operated marine contracting specialty firm, our proven past-performance and propensity to consistently provide cost effective and high-level design / build services enables Live Flyer, Inc. to deliver; timely, safe, high-quality work at far lower cost than larger companies.

Therefore, please consider the merit of executing a suitable supplemental agreement, with which we would promptly procure the City's desired Commercial General Liability Insurance coverage level of \$2,000,000 for the duration of the project above, as per the attached Request for Change Order No. 230329-230818, supporting documentation and in the lump sum amount of \$9,533.70 (Nine Thousand, Five Hundred Thirty Three US Dollars and Seventy Cents).

Sincerely,



John Ward - President
SCC131152095
CM26170

While Solicitation Section No. 3.17 Insurance Requirements clearly states Commercial General Liability Insurance coverage of \$2,000,000 per occurrence, the Contractor, who routinely performs State, County and City public marine construction work in Florida does not currently possess the desired coverage.

From: Crystal Pounders crystal@kwhiteinsurance.com
Subject: RE: Hollywood Revised COI
Date: August 4, 2023 at 8:27 AM
To: John Ward john@liveflyerinc.com
Cc: Jennifer Wilkinson Jenny@liveflyerinc.com



Hi John,

XL offered the \$1,000,000 Excess Liability for the remainder of the term. The annualized premium is \$6,500 however XL will prorate the premium through expiration. For example, if we issue on 08/21/2023, I expect the premium to be \$2,167.

Please let me know should you have any questions.

Kind regards,

Crystal Pounders
Kelly White & Associates Insurance, LLC
1622 Hickman Road
Jacksonville, FL 32216
904-880-8881 p x 106
904-553-1846 c
www.kwhiteinsurance.com



The best compliment you can give is a referral!



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From: Crystal Pounders <crystal@kwhiteinsurance.com>
Sent: Thursday, August 3, 2023 5:09 PM
To: 'John Ward' <john@liveflyerinc.com>
Cc: 'Jennifer Wilkinson' <Jenny@liveflyerinc.com>
Subject: RE: Hollywood Revised COI

Hi John,

I have a carrier potentially quoting the \$1M Excess Liability to bring your Occurrence to \$2,000,000 as required.

We are unable to obtain job specific excess so the quote will be for the remainder of the policy term, through 12/21/2023.

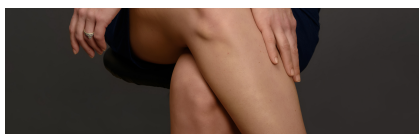
Worker's Comp rates have reduced for 2023. The market is not forecasting rate reduction on other lines. The renewal in December will be based on renewal estimates received for gross revenue and payroll. I will be requesting the renewal estimates in October.

Have a wonderful afternoon!

Thank you,

Crystal Pounders
Kelly White & Associates Insurance, LLC
1622 Hickman Road
Jacksonville, FL 32216
904-880-8881 p x 106
904-553-1846 c
www.kwhiteinsurance.com





The best compliment you can give is a referral!



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From: John Ward <john@liveflyerinc.com>
Sent: Wednesday, August 2, 2023 5:52 PM
To: Crystal Pounders <crystal@kwhiteinsurance.com>
Cc: Jennifer Wilkinson <Jenny@liveflyerinc.com>
Subject: Hollywood Revised COI

Hey Crystal,


I'll likely be out of pocket the rest of the week, unless missed...please provide an update for the revised City of Hollywood certificate of insurance.

Also, while it's early, I'm starting to think about insurance for next year. What could we expect from Kelly White...no change / cost reduction or increase ?

Thank you,
John Ward
SCC131152096
CM26170



647 Mill Road • Carrabelle • FL • 32322 • (850) 815-8900

From: John Ward john@liveflyerinc.com 
Subject: Re: Insurance - Anchoring Signs
Date: August 17, 2023 at 10:43 AM
To: David Vazquez DVazquez@hollywoodfl.org
Cc: Jennifer Wilkinson Jenny@liveflyerinc.com



Good morning,

Sorry for the delay in my response. I'm on the road from the Keys back to the Panhandle. I will be able to get that to you tomorrow.

Thank you,
John Ward
SCC131152095
CM26170

647 Mill Road • Carrabelle • FL • 32322 • (407) 921-9282 • John@LiveFlyerInc.com

On Aug 17, 2023, at 10:42 AM, David Vazquez <DVazquez@hollywoodfl.org> wrote:

Good morning,

I'm following up on yesterday's email. I hope you are amenable to the proposed solution. Please advise at your earliest convenience. Thank you.

DV

From: David Vazquez
Sent: Wednesday, August 16, 2023 9:52 AM
To: John Ward <john@liveflyerinc.com>
Cc: Jennifer Wilkinson <Jenny@liveflyerinc.com>
Subject: RE: Insurance - Anchoring Signs

John,

Due to the RFP indicating specific insurance requirements any proposed changes would require going back to commission. If willing, submit a change order request for the increased fee with a hardship explanation. I will submit and recommend approval. Is this solution acceptable?

DV

From: David Vazquez
Sent: Wednesday, August 16, 2023 9:43 AM
To: John Ward <john@liveflyerinc.com>
Cc: Jennifer Wilkinson <Jenny@liveflyerinc.com>
Subject: RE: Insurance - Anchoring Signs

John,

It's been a while since someone used the term ameliorating; nice... Anyway, when I

hear back from Risk and Legal, I'll email you.

DV

From: John Ward <john@liveflyerinc.com>
Sent: Wednesday, August 16, 2023 9:01 AM
To: David Vazquez <DVazquez@hollywoodfl.org>
Cc: Jennifer Wilkinson <Jenny@liveflyerinc.com>
Subject: Insurance - Anchoring Signs

Hey David,

While we acknowledge the City's requirements in the solicitation, Live Flyer has no need for \$2-million in liability insurance...other than, it would seem, for the City of Hollywood. Live Flyer routinely performs municipal work for the State of Florida and many Counties / Cities throughout the State, for which this matter has never come up.

If the City were to insist on \$2-million in liability insurance, which some would likely consider disproportional to the planned work, we expect it would deprive Live Flyer of nearly \$10k in planned margin...which we assess as significant. Further deliberation of this matter is determined necessary and re-submittal would not occur today.

As for a phone call and while we're always pleased to communicate with our clients, it seems as though; (1) the City re-considers an exception to their insurance requirement or (2) Live Flyer accepts a significant reduction in margin. If there is an ameliorating alternative that we're not aware of, please propose it and let's develop a solution.

Thank you,
John Ward
SCC131152096
CM26170

<image001.png>

647 Mill Road • Carrabelle • FL • 32322 • (850) 815-8900

On Aug 16, 2023, at 8:30 AM, David Vazquez
<DVazquez@hollywoodfl.org> wrote:

John,

Good morning. The RFP clearly states the required limits. The increase is approx. 2% of your total fee. If you feel this presents a hardship and jeopardizes Live Flyer completing the project, call me.

The COI submitted needs some amending.

The description of operation area must state – **City Of Hollywood is**
named Additional on General Liability and Auto liability policies

named Additional on General Liability and Auto liability policies.

Certificate holder must state:

City of Hollywood
2600 Hollywood Boulevard / PRCA
Hollywood, FL 33020

Re-submit today, if able.

DV

From: John Ward <john@liveflyerinc.com>
Sent: Wednesday, August 16, 2023 7:50 AM
To: David Vazquez <DVazquez@hollywoodfl.org>
Cc: Jennifer Wilkinson <Jenny@liveflyerinc.com>
Subject: Re: [EXT]Insurance - Anchoring Signs

Good morning David,

Yes sir, here's the response received from our insurance broker...coverage for an additional \$1-million in liability insurance, totaling \$2-million.

The annualized premium is \$6,500 however XL will prorate the premium through expiration. For example, if we issue on 08/21/2023, I expect the premium to be \$2,167.

Thank you,
John Ward
SCC131152096
CM26170

<image001.png>
647 Mill Road • Carrabelle • FL • 32322 • (850) 815-8900

On Aug 14, 2023, at 2:23 PM, David Vazquez
<DVazquez@hollywoodfl.org> wrote:

John,

Good afternoon. Any update on your side?

DV

From: John Ward <john@liveflyerinc.com>
Sent: Friday, August 4, 2023 10:34 AM
To: David Vazquez <DVazquez@hollywoodfl.org>
Cc: Jennifer Wilkinson <Jenny@liveflyerinc.com>
Subject: Re: [EXT]Insurance - Anchoring Signs

Subject: Re: [EXT]Insurance - Anchoring Signs

Yes sir, will do & thank you for even considering the request.

Thank you,
John Ward
SCC131152096
CM26170

<image001.png>
647 Mill Road • Carrabelle • FL • 32322 • (850) 815-8900

On Aug 4, 2023, at 10:29 AM, David Vazquez
<DVazquez@hollywoodfl.org> wrote:

John,

I'll inquire. In the meantime, find out the cost of the
\$1M insurance increase.

DV

----- Original message -----

From: John Ward <john@liveflyerinc.com>
Date: 8/4/23 8:43 AM (GMT-05:00)
To: David Vazquez <DVazquez@hollywoodfl.org>
Cc: Jennifer Wilkinson <Jenny@liveflyerinc.com>
Subject: [EXT]Insurance - Anchoring Signs

Good morning David,

While it never come up before and all Live Flyer
performs is government work, 2-million in
supplemental liability insurance would represent a
substantial added cost to Live Flyer. Also, it seems
we would not need liability insurance until we begin
installation of the fixed marine markers...which is
unlikely to occur until sometime next year.

Would the City please consider accepting 1-million
in liability insurance for the Work ?

Thank you,
John Ward
SCC131152096
CM26170

<04 small(er).png>

647 Mill Road • Carrabelle • FL • 32322 • (850) 815-8900

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

David Vazquez

Assistant Director, Parks, Recreation and Cultural Arts
City of Hollywood
Parks and Recreation and Cultural Arts
1405 South 28 Avenue
P.O. Box 229045
Hollywood, FL 33022-9045
Office: 954-921-3404
E-mail: DVazquez@hollywoodfl.org

**IT STARTS IN
PARKS**

Coaching. Connecting. Community.

Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

<COI.pdf>

