

CITY OF HOLLYWOOD, FLORIDA

OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

Piggyback Request Form

(Use for purchase(s) over \$5,000, when piggybacking off other contracts)

Date	03/	06/	/20	24
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Department/Office Development Services Division/Area Planning and Urban

<u>Design</u>

Requestor <u>Anand Balram</u> Title <u>Planning Manager</u>

Phone <u>954-921-3471</u>, op. <u>3</u> Email <u>abalram@hollywoodfl.org</u>

1. Requested Vendor Calvin, Giordano & Associates, Inc. Vendor Number <u>05623</u>

Address 1800 Eller Drive, Suite 600, Fort Lauderdale 33316

Contact Person Vickki Placide-Pickard Title Planning and Grant Administrator

Phone <u>954-501-7761</u> Email <u>vpickard@cgasolutions.com</u>

2. Contract title and number requesting to piggyback? <u>SECOND AMENDMENT TO AGREEMENT FOR GENERAL PLANNING SERVICES CONSULTANT, RFQ 030218</u>

Awarding Agency City of Oakland Park

Contract Expiration Date <u>10/16/2025</u>

Copy of Contract and Awarding Agency documentation is attached (provide if available).

⊠ Yes □ No

- 3. Product/Service being requested (be specific). General Planning Services Consultant
- 4. Detailed description of the product/service's function and purpose. <u>CGA offers a complete suite of services which allows us to address the multiple interrelationships between land use, transportation, urban design, environmental, economic and community development.</u>

·	Office took to verify and/or identify this contract. City of was previously piggybacking from the same Contract, Staff has
been in contact with the City of Oakland Park as	
6. Were alternative contracts evaluated to determ pricing for the required product/service?	nine that the City is obtaining the most advantageous contract
	⊠ Yes □ No
Please explain Rates obtained piggyback was already familiar with City of Oakland Park's of	king on this contract were reasonable and the City of Hollywood contract with Calvin, Giordano & Associates, Inc.
7. Total cost of the requested product/service. <u>\$1</u>	84,000.00
8. Total estimated annual (fiscal year) cost of req	uested product/service. \$184,000.00
Account Number(s) 001.140401.51500.5	31170.000000.000
9. Is this product/service covered by a warranty?	☐ Yes ☒ No
If yes, please attach a copy of the warrar	nty details.
10. Will grant funds be used to pay for the reques	sted product/service? ☐ Yes ⊠ No
If yes, please explain	
REQUESTING DEPAR	TMENT RECOMMENDATION
portions (scope, terms, conditions, pricing, e	are verifying and acknowledging that you have reviewed al etc.) of the requested contract(s) and recommend its/thei o's procurement requirements and all applicable laws and
Anand Balram	3/12/2024
Requestor's Signature	Date
Andria Wingett	3/12/2024
Director's Signature	Date



Piggyback Checklist

Using Department(s): <u>Development Services / Planning and Urban Design Division</u>

Piggyback Contract Number/Name: Bid No. RFQ-030218 for General Planning Services

Consultant

Services/Supplies to be provided: General Planning Services

Why are Services/Supplies being obtained via piggyback (as opposed to issuing a solicitation or obtaining quotes): Rates obtained piggybacking on this contract were reasonable and the City of Hollywood was already familiar with City of Oakland Park's contract with Calvin, Giordano & Associates, Inc.

Procurement Code, Section 38.41(C)(5):

(5) Piggyback purchases. The CPO (Chief Procurement Officer) may procure, without following formal solicitation procedures, all goods, supplies, materials, equipment, and services that are the subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof ("piggyback"), provided that the goods, supplies, materials, equipment, or services are the subject of a price schedule negotiated by the entities listed above and is based strictly on competitive bids, quotations, or competitive proposals and not on any preference. Utilization of other governmental entities' contracts shall be permitted only during the term of the other governmental entity's contract.

Piggyback Justification Criteria	YES	NO	COMMENT
Is the piggyback contract's pricing/terms more favorable than pricing/terms we would obtain from issuing our own solicitation or obtaining our own quotes?	X		Being allowed to use the same pricing as another municipality is more convenient for our budget
Will use of the piggyback contract save City staff administrative time, efforts and resources?	X		Doing our own solicitation will take longer and services are urgently required
Will the requested services/supplies be purchased with funds other than grant funds or funds that prohibit the use of piggybacking?	X		No grant funds will be used for this contract

*If you answered no to any of the questions above in this section, please disregard piggybacking the desired services/supplies and terminate any further completion of this form unless otherwise granted administrative approval to piggyback by authorized City Management staff.

ITEMS VERIFIED	YES	NO	COMMENT
Does the piggyback contract allow the utilization of the contract by other entities, including use in the state of FL if it's an out of state contract?	Х		
Was the contract awarded through a solicitation or other acceptable competitive process that was publicly advertised?	X		RFQ-030218
Piggyback Contract is Valid? Contract Expiration Date:	X		10/16/2025
Goods / Services requested by the Using Department(s) match those allowed under the piggyback contract and do not extend beyond the expiration date of the piggyback contract?	x		

Does the piggyback contract have acceptable terms and conditions?	X		
Did the vendor confirm that the piggyback contract is authorized to be used with the established terms, conditions, and pricing?	X		Vendor approve of using the contract.
Is pricing "Fair and Reasonable" in the piggyback contract?	X		
Piggyback Contract Certificate(s) of Insurance (COI) is acceptable to the COH's Risk Management?			
Piggyback Contract has Warranty Conditions?		Х	
Piggyback Contract has liquidated damages (if Yes, provide the daily liquidated amount)		х	N/A

Requestor's Signature:	Anand Balram
Date: 3/12/2024	387DA2E985A54B2
	DocuSigned by:
	andria Wingett
Date: 3/12/2024	—7AB43EAC50454B3

DocuSigned by: **CPO Signature:** Date: 3/12/2024 -83A2D5C0D289438...



SECOND AMENDMENT TO AGREEMENT FOR GENERAL PLANNING SERVICES CONSULTANT

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____ 2023, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City)",

and

CALVIN GIORDANO & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, located at 1800 Eller Drive, Suite 600, Fort Lauderdale, FL 33316, hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on March 2, 2018, the City received a Statement of Qualifications from CONSULTANT in response to the City's Request for Qualifications (RFQ) for General Planning Services Consultant, RFQ #030218.

WHEREAS, on October 17, 2018, the City and CONSULTANT entered into an agreement, R-2018-151, for a General Planning Services Consultant (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement was for three (3) years and the Original Agreement expired on October 16, 2021; and

WHEREAS, the Original Agreement provided for an option to renew for two (2) additional 2-year periods, subject to the mutual written consent of the Parties, and the Original Agreement was renewed for the first 2-year period on October 6, 2021, via Resolution R-2021-128, effective October 17, 2021, through October 16, 2023; and

R.2023 167

WHEREAS, the City is satisfied with the CONSULTANT's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the second and final 2-year renewal period, effective October 17, 2023, through October 16, 2025; and

WHEREAS, the Parties seek to adopt the CONSULTANT'S current professional service rates, attached hereto as "EXHIBIT A", and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- <u>Section 1.</u> The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
- <u>Section 2.</u> The Original Agreement is hereby renewed for the second and final 2-year term which shall commence on October 17, 2023, and terminate on October 16, 2025.
- Section 3. Scrutinized Companies. CONSULTANT, 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 are engaged in business operations with Syria. In accordance with Section 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:
 - 3.1 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
 - 3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - 3.2.1 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

3.2.2 Is engaged in business operations in Syria.

<u>Section 4.</u> E-Verify. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

- 4.1.1 "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, CONSULTANT or consultant.
- 4.1.2 "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.
- 4.1.3 "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.

4.2 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. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- 4.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY OF OAKLAND PARK; and
- 4.2.3 The Contractor 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. Contractor 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 Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, 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 Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

<u>Section 5.</u> That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST: BY: OTTY CLER APPROVED AS TO BY: CITY ATTO	J. Good	CITY OF OAKLAND PARK, corporation BY: Ully Chwe CITY MANAGER OAKLAND 1929 1929	
WITNESSED BY: VICKLY Place Print name Print name	de-Pickard WEY My	CALVIN GIORDANO & ASSO BY: Name: Chris Title:	Grardans
DAWN HOPKIN	S H 054613 18, 2(NOTARY SEAL) Underwriters	ubscribed before me this day of Name of person making statement Signature of Notary Public - State of Florida Name of Notary Typed, Printed, or Stamped OR Produced Identification	







Calvin, Giordano & Associates, Inc. A SAFEbuilt' COMPANY

August 21st, 2023

Mr. Peter M, Schwarz, AICP
Director of Community and Economic Development
3650 N.E. 12 Avenue
Oakland Park, FL. 33334

Re: City of Oakland Park- Continuing General Planning Services Consultant Agreement

Dear Mr. Schwarz,

Calvin, Giordano & Associates is delighted to have the oportunity to extend its contract with the City of Oakland Park for Continuing General Planning Services for (2) two years pursuant to the above mentioned agreement.

After reviewing the terms and conditions of the agreement, Calvin, Girodano & Associates would like to request a seven (7) percent increase to be included in this extension. Please see attached **Exhibit A** for the updated rates.

Calvin, Giordano & Associates looks forward to its continued relationship with the City of Oakland Park and Econmic Development Department.

If you have any questions or need assistance, please do not hesitate to contact me.

Thank you,

James "Jim" Hickey, AICP

Director of Planning Department

Building Code Services
Civil Engineering / Roadway
& Highway Design

Coastal Engineering

Code Enforcement

Construction Engineering & Inspection (CEI)

Construction Services

Data Technologies & Development

Electrical Engineering

Engineering

Environmental Services

Facilities Management

Grant Management & Writing

Writing

Geographic Information Systems (GIS)

Governmental Services

Indoor Air Quality (IAQ)

Landscape Architecture

Planning

Project Management

Redevelopment & Urban Design

Surveying & Mapping

Transportation & Mobility

Transportation Planning

Water / Utilities Engineering

Website Development

1800 Eller Drive Suite 600 Fort Lauderdale, FL 33316

Tel: 954.921.7781 Fax: 954.921.8807

www.cgasolutions.com

Exhibit A

Professional Planning Services Fee Schedule					
Title	Existing Fee		Proposed Fee		
Associate, Planning	\$	183.75	\$	196.75	
Director of Planning	\$	157.50	\$	168.50	
Planning Administrator	\$	157.50	\$	168.50	
Planning Manager	\$	152.25	\$	163.00	
Senior Planner	\$	131.25	\$	140.50	
Planner	\$	110.25	\$	118.00	
Assistant Planner	\$	94.50	\$	101.25	
Environmental Administrator	\$	131.25	\$	140.50	

From: <u>Certificate of Insurance</u>

To: <u>Daniela Baquero-Meza; Certificate of Insurance</u>

Cc: Margaret Smart

Subject: RE: Calvin Giordano COI

Date: Tuesday, March 5, 2024 8:35:18 AM

Attachments: <u>Certificate.pdf</u>

Hello,

The COI is acceptable.

Thanks,

Stacy

From: Daniela Baquero-Meza <dbaquero-meza@hollywoodfl.org>

Sent: Monday, March 4, 2024 5:32 PM

To: Certificate of Insurance <COI@hollywoodfl.org> **Cc:** Margaret Smart <MSMART@hollywoodfl.org>

Subject: Calvin Giordano COI

Good afternoon,

Please advise if the COI attached is acceptable.

Regards,

Solange Baquero-Meza

Development Review Coordinator Planning and Urban Design Division Department of Development Services

2600 Hollywood Blvd. Hollywood, FL 33022-9045 Office: 954-921-3471 Ext. 6629 Mon – Thurs, 7 am to 6 pm

