



**Town of Davie
Business Decision Determination Form**

Contact Information

Dept: Public Works	Name: Osdel F. Larrea	Phone #: 954-797-2086
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Item Description (Please describe the nature of this agreement and what purpose will it serve?)

The Town is in need of building/infrastructure repairs, alterations, and restoration services. This is a Professional Services Agreement between Sourcewell and The Gordian Group, Inc (091620-GGI) which the Town will piggyback. Estimated yearly costs are over \$65,000. The initial contract was effective September 16, 2020 through October 31, 2025. The agreement allows the term to be extended by mutual agreement of the parties. Therefore, the parties agree to extend the Agreement for two additional years with a new expiration date of October 1 2027 +

Method of Procurement

Contract Number

Piggyback Agreement

PB-JA-25-58 Gordian Professional Services Agreement

Town Attorney Comment

The Town of Davies Attorney's Office has reviewed the attached agreement and found areas of concern that may be problematic in the legal sense.

Broadly speaking the Town's Cooperative Agreements customizes Cooperative Contracts with the Town and contains terms that affords the Town maximum protection, assists with the Town's compliance with Florida Statutes and establishes the applicable law and venue if a lawsuit is filed. Section 15. INDEMNIFICATION, of the Town's Cooperative Agreement requires the Contractor to indemnify, defend and hold harmless the Town of Davie from claims, demands, suits causes of action or proceedings of any kind or nature arising out of, relating to or resulting from "the performance of the agreement" by the contractor or its employees, agents, servants, partners, principals or subcontractors. In this particular case the Contractor has changed the provision to read, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the "negligent actions or inactions" by the contractor or its employees, agents servants, partners principals or subcontractors. While indemnifying, defending and holding the Town harmless from the negligence of the Contractor does provide substantial protection to the Town, the Town's original language regarding indemnification is broader and protects the Town from other types of claims that may potentially be brought and therefore the change made by the Contractor affords the Town less indemnification protection. +

Department Justification for Business Decision Determination

It is your responsibility as the Department Director to determine if the need for the product or services outweighs the concerns of the Attorney's Office and not by implementing this contract / agreement would be detrimental to your operation. Please explain your rationale in detail for this decision below.

I accept the proposed changes. I discussed with Mr. Sherwin, and we are covered for any negligence which will be the most likely scenario for the type of projects under this contract. We can always sue the company for any unforeseen issues. We ran through some hypothetical scenarios, and it will be very unlikely.

Authorization

Department Director
Approval:

Osdel Fernandez-
Larrea

Digitally signed by Osdel
Fernandez-Larrea
Date: 2026.02.18 16:42:11
-05'00'

Date: 2/18/26

Reviewed by
Procurement Manager:

Brian K.
O'Connor

Digitally signed by Brian K.
O'Connor
Date: 2026.03.05 14:57:31
-05'00'

Date: 3/05/26