

**ATTACHMENT "A"**  
**DEVIATION PAGE**

*The following changes as noted are incorporated into this City of Miami Invitation for Bid (IFB) 270252 and the resulting Piggyback Agreement between the City of Sunrise and Signal Technology Enterprises, Inc.:*

*Section 1.40 GOVERNING LAW AND VENUE has been replaced with:*

**1.40 Governing Law/Jurisdiction/Venue**

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in Section **1.43 INDEMNIFICATION**, each party will be responsible for their own attorney's fees. ~~Except as set forth in paragraph 11, each party will be responsible for their own attorney's fees and costs.~~

*Section 1.66 PROPERTY, has been revised as indicated below:*

**1.66 PROPERTY**

Property owned by the ~~City of Miami~~ City of Sunrise is the responsibility of the ~~City of Miami~~ City of Sunrise. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of ~~City of Miami~~ City of Sunrise. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the ~~City of Miami~~ City of Sunrise shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at current market value, less depreciation, in any.

*Section 1.73. RESOLUTION OF CONTRACT DISPUTES (Sec. 18-105) is hereby **deleted** in its entirety.*

*Section 1.34 TERMINATION, has been revised as indicated below:*

**2.34 TERMINATION**

**A. FOR DEFAULT**

If Successful Bidder defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the ~~City of Miami~~ City of Sunrise. In such event the Successful Bidder shall be liable for damages including the excess cost of procuring similar supplies or services; provided that if, (1) it is determined for any reason that the Successful Bidder was not in default or (2) the Successful Bidder or its subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the ~~City of Miami~~ City of Sunrise.

**B. FOR CONVENIENCE**

The City Manager may terminate this Contract, in whole or in part, upon 30 days prior written notice when it is in the best interest of the ~~City of Miami~~ City of Sunrise. If this Contract is for supplies, products, equipment, or software, and so terminated for convenience by the ~~City of Miami~~ City of Sunrise the Successful Bidder will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the ~~City of Miami~~ City of Sunrise shall be liable only for payment in accordance with the payment provisions of this Contract for those services rendered prior to termination.