



RE: City of Sunrise Seven Bridges Golf Course Replaces ID3255 - Fiberglass Enclosed Irrigation Pump Station

Hoover Pumping Systems will furnish one Hoover model **HC2F-75J25PDV-460/3-MR3L-Z**

75 HP Dual with Jockey Centrifugal Variable Frequency Drive (VFD) Hooverflow Pump Station specifically designed for this project with the following features:

- Deliver an estimated 1600 total GPM @ 90 PSI at the station discharge at 10.0' Lift.
- 4 ft x 8 ft Hoover reinforced pump enclosure with:
 - Ultraviolet and chemical-resistant forest green fiberglass (Painted or Powder Coated Steel Not Acceptable)
 - Lockable corrosion-resistant stainless steel hardware
 - Ventilation for motors and controls
 - Hinged access cover with gas-filled support shocks
- UL listed self-diagnostic Hooverflow VFD control system specifically configured for this project includes:
 - Hooverflow controls to sequence pump start and retirement using mag flow sensing to operate pumps as close as possible to best efficiency point
 - An individual, dedicated VFD for each motor
 - Consistent pressure control throughout design flow range
 - 4G Cell Modem with remote power reboot capability
 - Stainless Steel NEMA 4 panel to guard against dust, insects, and moisture
 - User friendly web interface
 - Supervisory controls and monitoring with automatic alerts capability
 - Soft ramp-up and ramp-down
 - Current, phase, and voltage protection
 - VFD fault protection
 - VFD forced air cooling
 - Loss of Prime protection
 - Motor O/L and thermal protection
 - Transient surge protection
 - Industrial UPS to guard electronics
 - Irrigation controller 110 VAC power supply for one controller in J-Box mounted on back of pump station for customer provided & installed irrigation controller (Irrigation Controller Field Grounding Not Included).
- Hoover Flowguard® Internet-based water management system, remote operation, history, 24/7 email notifications of problems, flow and pressure graphs, water use reports and permit compliance, settable water and maintenance windows. Includes shut-off valve with local bypass for maintenance, one year communication plan, remotely managed rain gauge.
- Dual 75HP Griswold Centrifugal Pump with flanged suction and discharge connections (threaded connections not acceptable). Includes Premium-efficiency, dust and water resistant, Totally Enclosed Fan Cooled (TEFC) motor (Open Drip Proof (ODP) motor not acceptable).
- 25HP Centrifugal VFD Jockey Pump
- 6 ft x 12 ft Hot-dipped galvanized structural steel skid (painted steel not acceptable) placed on customer's existing reinforced concrete pad
- Pressure tank assembly that saves energy and extends the service life of variable frequency drive, pump motor and irrigation system fittings. Hoover-designed, adequately sized pressure tank system reduces typical pump start frequency that occurs due to normally expected irrigation field leaks.



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- 8" - 10" Corrosion-resistant pump station discharge line includes:
 - Hot-dipped galvanized grooved pipe and fittings (Painted or Powder-Coated Steel Pipe and Fittings Not Acceptable)
 - Above grade connection to the existing steel pipe by Hoover.
- Install 2-8" and 1-6" individual intake for each pump consisting of corrosion-resistant hot-dipped galvanized suction piping to below grade, with:
 - Up to 80 ft of High Density Polyethylene (HDPE) heat-fusion pipe
 - Each intake line includes a cast iron swing check valve.
 - A submerged buoyant support system to stabilize the 316 stainless steel intake screen set in the anaerobic water zone, limiting algae growth on the screen (FLOATING screen assemblies not acceptable).
 - Intake screen surface area engineered to result in water velocity (0.5 ft/sec) that also minimizes frequency of cleanings (2 to 5 year typical cleaning interval).
- First year annual Hoover Flowguard preventative pumping station maintenance included.
- **Customer is responsible to provide the correct wire size from the service to the station panel prior to station replacement. Electrical service upgrade is not included in the price/proposal.**
- **Customer is responsible for removal of vegetation prior to installation that conflicts with the access to the station and the installation of the suction lines.**
- **Customer is responsible to remove the canopy over the existing pump station and roll back the chain link fence behind the station where the intake lines are located prior to station replacement.**
- Irrigation controller 110 VAC power supply for one controller in J-Box mounted on back of pump station for customer provided & installed irrigation controller (Irrigation Controller Field Grounding Not Included).
- Removal and Disposal of existing equipment offsite.
- One service call to perform initial Startup and Calibration.

Pump Station - Lump Sum Price: \$189,900.83

Note: Electrical service, additional suction footage, and permits are not included. F.O.B. Broward County. Backflow protection of water source not included. 230V open-delta 3-phase may require an increase in electrical equipment size. **Final price is to include delivery, install, and initial startup/calibration.**

Appendix 1, the City of Sunrise Terms and Conditions and Purchase Order apply and are incorporated into Hoover Terms and Conditions by reference. In the event of conflict among documents comprising this Proposal/Contract, the order of precedence is as follows: the City of Sunrise Appendix 1, City of Sunrise Purchase Order, and followed by Hoover Proposal/Contract 100038.3.

This proposal is valid for 60 days from June 10, 2026.

TERMS: Payment shall be in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice.



June 10, 2026

Company: City of Sunrise

Attention: Matt Lazarus

RE: City of Sunrise Seven Bridges Golf Course Replaces ID3255 - Fiberglass Enclosed Irrigation Pump Station

Please call if pump performance or other features do not meet project criteria. Thank you for your consideration.

Accepted By:
Hoover Pumping Systems, Corp.

Accepted By:
City of Sunrise

A handwritten signature in black ink, appearing to read "K Hudak", is written over a horizontal line.

Kim Hudak
June 10, 2026

Signature/ Printed Name/ Date

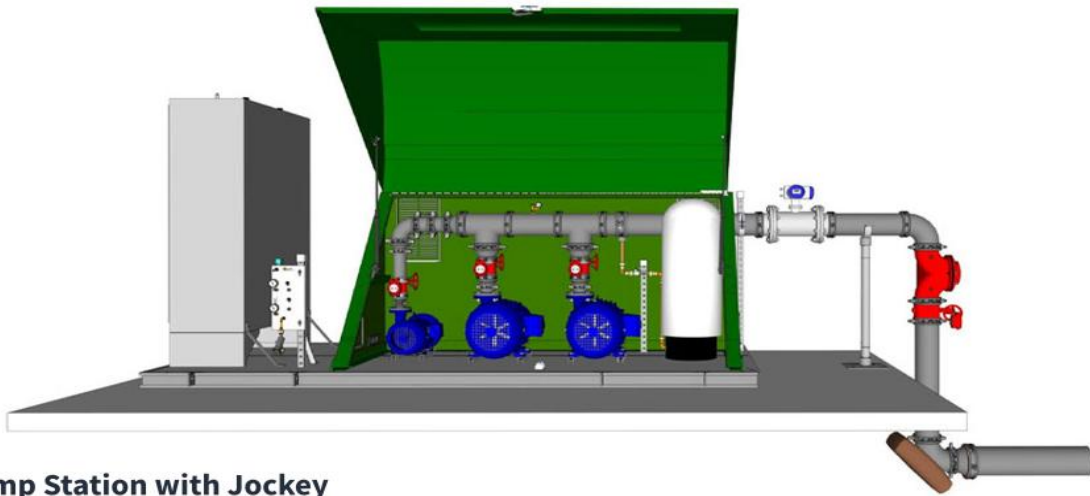
The following images are representative of the standard design and layout for the proposed type of system, along with alternative options for your awareness that may not be included in this proposal. Each system is fine-tuned to meet the needs of the specific project, so the design and layout for this project may differ from the final installation requirements.

Please visit the link to view the station examples and much more from our "Why Hoover" page to expand on why Hoover is the best choice for your project's pumping station needs.

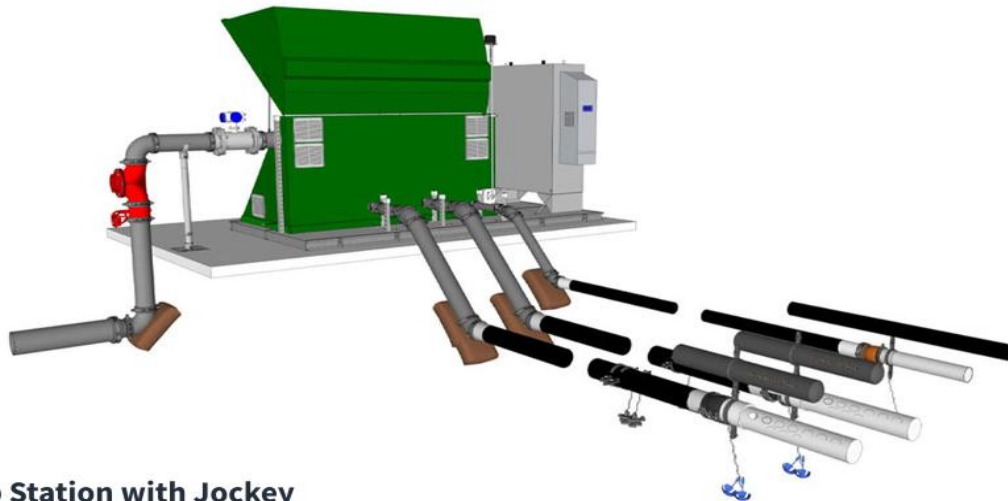
<https://whyhoover.hooverpumping.com/dual-pump-station-with-jockey-and-filter-a>



Hoover Dual Pump Station with Jockey



Dual Pump Station with Jockey



Dual Pump Station with Jockey



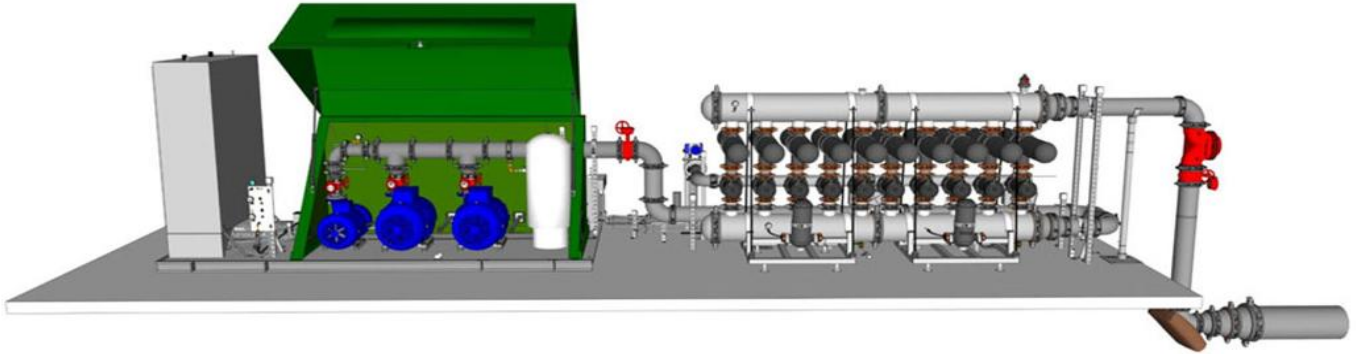
Dual Pump Station with Jockey



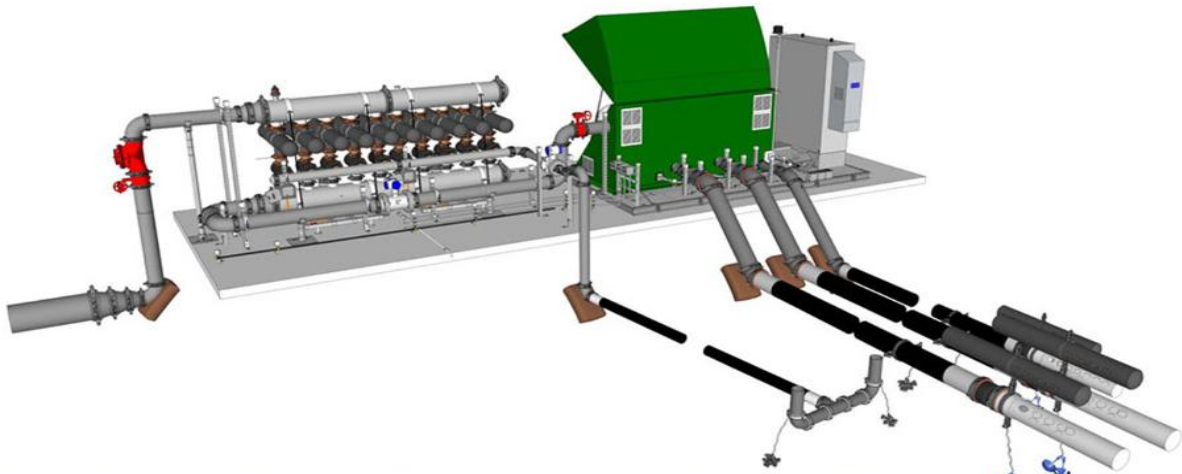
Control Panel Interior



Hoover Dual Pump Station with Jockey



Dual Pump Station with Jockey (Shown With Optional Discharge Filter)



Dual Pump Station with Jockey (Shown With Optional Discharge Filter)

**RE: City of Sunrise Seven Bridges Golf Course Replaces ID3255 - Fiberglass Enclosed Irrigation Pump Stati****HOOVER PUMPING SYSTEMS TERMS AND CONDITIONS OF SALE**

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER," sets forth the following Terms and Conditions of sale to the "Buyer."

1. **CONTRACT ACCEPTANCE.** All orders and contracts are subject to acceptance by the executive office at HOOVER. Only contracts signed by HOOVER shall be honored. Previous proposals, either verbal or written, shall not be valid.
2. **TAXES.** HOOVER's prices do not include sales, use, excise or similar taxes unless expressly stated within the contract. The amount of any present or future sales, use, excise or other similar tax applicable to the sale or use of the equipment shall be paid by the BUYER, or in lieu thereof, the BUYER shall provide the Company with a tax exemption certificate acceptable to the taxing authorities.
3. **TERMS.** On approved credit, except as otherwise indicated within the contract, payment is due upon delivery or buyer requested delivery date, whichever is sooner. In the absence of approved credit, HOOVER may modify the time of payment or any agreement for extension of credit, or may require joint checks, partial or full payment prior to manufacturing, assembling, shipping, delivery, or installation of equipment. No amount may be deemed as Retainage and withheld from payment at any time. Interest will be due and shall accrue at the rate of 1-½% per month compounded on any overdue amount. All collection costs incurred, will be due in the event of late payment or non-payment. In addition, HOOVER shall retain a security interest in the equipment as provided by the Uniform Commercial Code, until such time HOOVER receives payment for the equipment in full.
4. **DESIGN.** HOOVER reserves the right to discontinue the manufacture of any model or to make changes in design for any product improvement without incurring any obligation to furnish or install the same on product previously furnished. HOOVER reserves the right to request additional compensation for BUYER requested written changes.
5. **RETAINING TITLE.** Except where prohibited by law and without regard for terms apportioning risk, determining time and place of delivery, and allocating the cost of freight, HOOVER will retain title to the goods until the delivery of goods or full payment thereof, whichever is later.
6. **SHIPMENT – DELIVERY.** Shipping and delivery dates are estimates. HOOVER will make all reasonable efforts to maintain delivery schedule after receipt of a written executed contract. Shipping and delivery dates are based on HOOVER's prompt receipt of complete written contract details, credit approval, and required deposits. In the event the BUYER cannot take delivery on the agreed upon delivery date, delivery shall be deemed completed on the agreed upon delivery date at HOOVER's pump station facility for the purpose of payment. In addition, HOOVER retains the right to charge BUYER for additional storage and handling charges incurred, with a minimum charge of \$750.00.
7. **DELAYED DELIVERIES.** HOOVER shall not be liable for any delay in shipping and/or delivery of ordered goods for any cause whatsoever.
8. **CANCELLATION.** No orders or contracts may be canceled without the consent of HOOVER. At HOOVER's option, canceled orders are subject to payment of cancellation charges equal to all cost incurred by HOOVER up to the date of cancellation, including a reasonable allowance for overhead and profit (Cancellation Charges).
9. **DEPOSIT.** Unless expressly waived in writing by a duly authorized representative of HOOVER, BUYER shall be required to pay a deposit of Thirty-Five percent (35%) of the contract balance upon entering into the contract. BUYER understands that the Deposit must be received by HOOVER before pump station can be put into production. BUYER understands and agrees that said deposit will be applied to HOOVER's costs, and in the event of cancellation by BUYER, said deposit will be applied to any and all Cancellation Charges incurred.
10. **SITE ACCESS.** BUYER is responsible for providing HOOVER unrestricted access to pump site including identification of utilities and landscaping. If necessary, BUYER will relocate utilities and landscaping in conflict with proposed work. HOOVER will not be responsible for cost of repairing or replacing any utilities, landscaping, or any site improvements damaged by its work.

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11. **ELECTRICAL.** Hoover Pumping Systems will not be liable for any Electrical work required by local government agencies outside the scope of connecting the pump station to the customer provided power source. Any additional requirements made by any government agency prior to completion or during inspection will be deemed a necessary change order to the contract and thereby the financial responsibility of the customer.
12. **EXCLUSIONS.** Excluded from the Hoover Pumping Systems work scope are the following - Site, Earthwork or Excavation Shoring, De-Watering, Utility Conflict Resolution, Excavations greater than 4 feet deep, Compaction, Grading, Supplying Fill, Excavation through rock or other dense materials, Excavation on steep slopes, through pavement, roots that could damage vegetation, Removal of Excess Fill or debris, Landscape and Site Improvements or restoration.
13. **CLEAN UP.** HOOVER will remove all scrap material it has brought onto site.
14. **INSURANCE.** HOOVER will maintain insurance in accordance with acceptable business practices.
15. **RETURN OF GOODS.** Custom ordered equipment built to BUYER's specifications can not be returned unless approved in writing by HOOVER. Unless the return is to correct a HOOVER error, all equipment authorized for return is subject to a minimum handling charge of 15% of the invoice value of the returned equipment. All equipment to be returned must be packaged by the BUYER and shipped prepaid insured for full invoice value or BUYER accepts the loss or damage during shipment.
16. **CONDITIONS.** All sales made by HOOVER are subject to these conditions, as updated from time to time, unless otherwise agreed in writing with a duly authorized representative of HOOVER.
17. **FORCE MAJEURE.** Hoover Pumping Systems shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* causes a material price increase in or continues longer than 120 days, either party may terminate the Agreement, repaying the full amount of the deposit within 10 days of termination notice.
18. The BUYER's sole and exclusive remedy against HOOVER shall be for the repair or replacement of or refund for defective parts as described within the Warranty Statement. No other remedy (including, but not limited to, incidental or consequential damages of any nature whatsoever, such as, but not limited to lost profits, lost sales, delay or acceleration damages, injury to personal property, other incidental or consequential loss) shall be available to BUYER for & which BUYER hereby expressly waives same.
19. ~~In the event of any litigation arising out of or in connection with these Terms and Conditions of Sale, the Contract, and/or Contract Documents, the prevailing party shall be entitled to reasonable attorney's fees and costs.~~ In any legal action out of or in connection with these Terms and Conditions of Sale, the Contract, and /or Contract Documents, the parties hereby waive in advance any right to a trial by jury. Legal action shall take place in Broward County, Florida.
20. **ENTIRE AGREEMENT.** The contract documents shall consist of these Standard Terms and Conditions of Sale, Hoover Pumping Systems Warranty Statement, the Contract, Project Information Form, Request for Electrical Information, and Deposit Form ("Contract Documents"). The Contract Documents contain the entire agreement between HOOVER and BUYER and shall not be modified or amended except by written instrument signed by and authorized representative of HOOVER.
21. **PAYMENT.** HOOVER accepts payment by Check, ACH and Wire Transfer for payment of the pump stations. If BUYER makes payment by **Credit Card, a processing fee of 4% will be added to the total amount due.** If BUYER makes payment by a **Payment Exchange Service (ex: Avid, Paymode, etc), a processing fee of 3% will be added to the total amount due.**
22. **UTILITY LOCATES.** The Customer is solely responsible for ALL PRIVATE UTILITY LOCATES. This includes but is not limited to all underground Electric power lines, Water lines, Septic lines, Irrigation Lines and Irrigation wiring, Propane and/or Natural Gas, Phone lines, Data Lines, and Fire Mains, etc. Hoover Pumping Systems is NOT RESPONSIBLE for any damage to any private utility lines if the customer has not had the locates completed by the time of the installation of the Pump Station.

**RE: City of Sunrise Seven Bridges Golf Course Replaces ID3255 - Fiberglass Enclosed Irrigation Pump Station****HOOVER PUMPING SYSTEMS WARRANTY STATEMENT**

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER," warrants its new products to be free from defects in workmanship and material for a period of twelve (12) months from start up or eighteen (18) months from the date of delivery or BUYER's requested delivery date, whichever end date occurs first. Replacement for any defective part(s) will be shipped upon delivery of the defective part(s).

At HOOVER's discretion, HOOVER shall repair, replace, or refund the prorated value of any parts it determines are defective, as long as:

- The system is operated within the design limits of the components and the system.
- The system is operated in accordance with the instructions in the system Operation and Maintenance Manual.
- The warranty claim is reported to HOOVER during the life of the warranty.
- Each instance of hardware failure is reported to HOOVER to obtain HOOVER's concurrence that a part should be repaired or replaced.

In addition:

1. HOOVER reserves the right, at its discretion, to inspect the pump station and all parts for warranty claims in any Residential or Commercial application where the pump station is located. Customer will grant Hoover permission to enter the property to inspect the parts under the warranty claim. Hoover reserves the right to repair or replace with exact part or equivalent replacement part if exact part is not available. If parts are to be returned to vendor, BUYER is responsible for return shipping costs, if applicable.
2. HOOVER will provide assistance to BUYER in trouble shooting reported failures. BUYER agrees to participate in conducting diagnostic trouble shooting with HOOVER's assistance.
3. Any modifications made by BUYER and/or any other party other than by HOOVER during the warranty period will automatically void this warranty.
4. This warranty extends to original BUYER and subsequent owners as long as such transfer of ownership falls within the warranty period.
5. This warranty is in effect only if the pumping station occupies the site where the product was originally installed.
6. If HOOVER repairs or replaces a part, neither the warranty term of the part or system is extended.
7. This warranty does not cover damage under the following conditions:
 - Default of any agreement with HOOVER
 - Misuse - as defined by but not limited to – rapid recycling, restricted intake, continuing use above design flow, continued use of Manual Reset to override reported fault condition alarms, abuse,
 - Failure to conduct routine maintenance as specified by HOOVER.
 - Failure to utilize settings recommended by HOOVER Flowguard® help desk, including, but not limited to, water windows; and recommendations of HOOVER Service Technicians at or following startup, for **Flowguard enabled pump stations only**.
 - Handling any liquid other than irrigation or potable water.
 - Damage due to electrolysis, erosion, or abrasion.
 - Presence of destructive gaseous or chemical solutions.
 - Power quality problems including but not limited to: over voltage, under voltage, surge, lightning, phase loss, and phase reversal.
 - Excessive temperatures. (In freezing climates, it is necessary to properly prepare the installed system in winter shutdown in order to minimize the potential for freeze damage.)
 - Vandalism, flooding, acts of war or terrorism, neglect or intentional acts of the owner, contractor or their agents, fire, lightning, wind, rain or any cause beyond HOOVER's control.
8. All technical advice, recommendations and services rendered by HOOVER are based on technical data which HOOVER believes to be reliable and is intended to be used by skilled persons, at their own discretion and risk. HOOVER assumes no responsibility for results obtained or damages incurred from their use of HOOVER for such advice in whole or in part. Such recommendations, technical advice or services are not to be taken as a license to operate under or intended to suggest infringement of any existing patent.
9. If HOOVER decides to dispatch a technician to the BUYER's site to check or replace parts reported defective by the BUYER, and the technician determines that the failure is NOT due to a defect in HOOVER materials and/or workmanship, BUYER agrees in advance to pay HOOVER for the service call, which will be billed at HOOVER's prevailing rate.
10. HOOVER will use care, but is not responsible for the repair of hardscape, non-located customer owned utilities, or landscape damaged in the course of performing work and accessing work areas.
11. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THE FOREGOING CONSTITUTES HOOVER'S SOLE WARRANTY AND EXTENDS NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Appendix "1" – City of Sunrise Terms and Conditions

For the purpose of this Appendix "1", City of Sunrise will be referred to as City or Customer and Hoover Pumping Systems Corporation will be referred as HOOVER.

Governing Law

The Agreement between HOOVER and the City shall be governed by the laws of the State of Florida. Except as set forth in the indemnification section of the Contract, should the Parties be involved in legal action arising under, or connected to this Agreement, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial and will proceed to a trial by judge if necessary.

Non-Discrimination

HOOVER warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement HOOVER represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

Public Records

HOOVER shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that HOOVER and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, HOOVER shall:

- (a) Keep and maintain public records required by the Customer to perform the services provided hereunder.
- (b) Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed

the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if HOOVER does not transfer the records to the Customer.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in the possession of HOOVER or keep and maintain public records required by the Customer to perform the service. If HOOVER transfers all public records to the Customer upon completion of the Agreement, HOOVER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HOOVER keeps and maintains public records upon completion of the Agreement, HOOVER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

If HOOVER fails to comply with the requirements in this Section, the Customer may enforce these provisions in accordance with the terms of this Agreement. If HOOVER fails to provide the public records to the Customer within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACTOR SHOULD CONTACT THE CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals,

or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, HOOVER represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

Scrutinized Company

- (a) Pursuant to Section 287.135, Florida Statutes, HOOVER certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.
- (b) Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, HOOVER certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Sectors List created pursuant to Section 215.473, Florida Statutes; and HOOVER further certifies that it is not engaged in business operations in Cuba or Syria.
- (c) Pursuant to Section 287.135, Florida Statutes, Customer may, at the option of the City Commission, terminate this Agreement if HOOVER is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Sector List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

Electronic Recordkeeping

HOOVER certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

ADA Compliance

Provider shall ensure that the System is fully accessible and compliant with the American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and that the System meets or exceeds the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.0 Level AA standard or any higher standard as may be adopted by the International Organization for Standardization. Upon request, Provider will provide the

County with any accessibility testing results and written documentation verifying accessibility, as well as promptly respond to and resolve accessibility complaints.

E-Verify – Employment Eligibility

- (a) HOOVER warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. HOOVER has: (1) registered with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the HOOVER's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- (b) HOOVER shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. HOOVER shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- (c) Customer shall terminate this Contract if it has a good faith belief that HOOVER has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If Customer has a good faith belief that HOOVER's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Customer shall notify HOOVER to terminate its contract with the subcontractor and HOOVER shall immediately terminate its contract with the subcontractor.
- (d) If Customer terminates this Contract pursuant to the subsection (c) above, HOOVER shall be barred from being awarded a future contract by Customer for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, HOOVER shall also be liable for any additional costs incurred by Customer as a result of the termination.

Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, HOOVER shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. HOOVER represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed

such interests, contracts, grants or gifts to Customer before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

Prohibited Telecommunications Equipment

HOOVER represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. HOOVER represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

Antitrust Violations

HOOVER has a continuous duty to disclose to the Customer if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, HOOVER certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the Customer consistent with Section 287.137, Fla. Stat. as amended.

Entities of Foreign Concern

The provisions of this section apply only if HOOVER or any Subcontractor will have access to an individual's personal identifying information under this Agreement. HOOVER represents and certifies: (i) HOOVER is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in HOOVER; and (iii) HOOVER is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, HOOVER and any Subcontractor that will have access to personal identifying information shall submit to Customer under Section Notices herein, executed Exhibit "1-A" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the Customer attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed Exhibit "1-B" required affidavit, the HOOVER represents and warrants that it does not use coercion for labor or services as provided by state law.

Indemnification and Insurance requirements

1.- Indemnification

To the fullest extent permitted by law, HOOVER agrees to indemnify, defend and hold harmless the **City of Sunrise and Guidant Management Group, LLC**, their officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of HOOVER, HOOVER's subcontractor(s), or anyone directly or indirectly employed or hired by HOOVER or anyone for whose acts HOOVER may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE or GUIDANCE MANAGEMENT GROUP, LLC, THEIR OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The **City of Sunrise and Guidant Management Group, LLC** reserves the right, but not the obligation, to participate in the defense without relieving HOOVER of any obligation hereunder. HOOVER agrees this indemnity obligation shall survive the completion or termination of the Contract.

2.- Insurance Requirements

1 HOOVER agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by HOOVER is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by HOOVER under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by HOOVER. **Guidant Management Group, LLC is a private entity that operates, controls and maintains the golf course on behalf of the City of Sunrise.**

2 Commercial General Liability. HOOVER agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. HOOVER agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U

Coverage, Contractual Liability or Separation of Insureds.

3 Additional Insured Endorsement. HOOVER agrees to endorse the **City of Sunrise and Guidant Management Group, LLC** as Additional Insureds on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise”.

4 Commercial Umbrella/Excess Liability. HOOVER agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Aggregate. The Design-Builder agrees to endorse the **City of Sunrise and Guidant Management Group, LLC** as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Certificate of Insurance states the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the City is automatically defined as an Additional Protected Person.

5 Business Automobile Liability. HOOVER agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event HOOVER does not own automobiles, HOOVER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

6 Worker's Compensation Insurance & Employers Liability. HOOVER agrees to maintain Worker's Compensation Insurance & Employers Liability.

7 Waiver of Subrogation. HOOVER agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit HOOVER to enter into a pre-loss agreement to waive subrogation without an endorsement, then HOOVER agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should HOOVER enter into such an agreement on a pre-loss basis.

8 Certificate(s) of Insurance. HOOVER agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by HOOVER's insurer. If the HOOVER receives a non-renewal or cancellation notice from an insurance carrier affording coverage

required herein, or receives notice that coverage no longer complies with the insurance requirements herein, HOOVER agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@Sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@Sunrisefl.gov

Copy to:

Louis Bartoletti, Managing Partner
Guidant Management Group, LLC
7001 SW 5th Street
Plantation, FL 33317

9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Termination for Convenience

This Contract/ Order form may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

Entire Agreement

This Paragraph replaces PARA 20 of Hoover's Proposal /Contract #100038.3 The contract documents shall consist of Hoover Standard Terms and Conditions of Sale with incorporated Appendix 1 -City of Sunrise Terms and Conditions, the City Purchase Order, Hoover Pumping Systems Warranty Statement, Project Information Form, Request for Electrical Information, Deposit Form (Contract Documents). The Contract Documents contain the entire agreement between HOOVER and the City and shall not be modified or amended except by written instrument signed by and authorized representative of HOOVER and the City.

Notices

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the Customer, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:

Kim Hudak
Hoover Pumping Systems
2801 North Powerline Road
Pompano Beach, FL 33069

EXHIBIT "1-A"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT 1-B

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of
Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____