

ASSIGNMENT AND ASSUMPTION OF CONTRACTUAL OBLIGATIONS AND CONSENT TO ASSIGNMENT

This Assignment and Assumption of Contractual Obligations and Consent to Assignment ("Assignment Agreement") is entered into by and between Commercial Energy Specialists, LLC, a Delaware Corporation authorized to do business in the State of Florida (the "Contractor"), and Heritage Pool Supply Group, Inc. dba Commercial Energy Specialists, a Delaware Corporation authorized to do business in the State of Florida ("Assignee") and City of Sunrise ("City") this ____ day of _____, 2026.

WHEREAS, on February 24, 2026, via Resolution No. 26-34, the City Commission awarded Bid No. 26-13-11-HR for Swimming Pool Chemicals to various vendors including Commercial Energy Specialists, LLC for Item Number 15; and

WHEREAS, on April 10, 2026, Commercial Energy Specialists, LLC was acquired by Heritage Pool Supply Group, Inc. dba Commercial Energy Specialists; and

WHEREAS, pursuant to Section 4.11 of the Terms and General Conditions, the City must consent to any assignment of said Contract.

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

1. Contractor does hereby transfer and assign to the Assignee all of the Contractor's rights, benefits, title, interests, liabilities, duties and obligations under, in and to the Contract. Assignee does hereby accept such assignment, and does hereby assume all rights, benefits, title, interest, liabilities, duties, and obligations under the Contract, including but not limited to, all of Contractor's representations and Contractor covenants to indemnify the City as provided in Section 4.1 of the Contract. Assignee agrees to fully perform the Contract in accordance with the terms and conditions of the Contract. From and after the date of this Assignment Agreement, Assignee shall be bound by all the terms and conditions of the Contract as if it were the Contractor.
2. All references to Commercial Energy Specialists, LLC under the Contract, shall hereinafter be referred to as Heritage Pool Supply Group, Inc. dba Commercial Energy Specialists.
3. Except as amended by this Assumption Agreement, all other terms and conditions of the Contract shall remain in full force and effect.

4. City hereby consents to the assignment of the Contract from the Contractor to the Assignee; provided, however, that the City does not release Contractor from any liabilities, interests, duties, and obligations that it may owe to the City now or in the future. City acknowledges that as a result of Contractor's merger with Assignee, that any of Contractor's liabilities, interests, duties and obligations shall be the responsibility of Assignee.
5. Within 15 calendar days of the effective date of this Assignment Agreement, Assignee shall provide the City with a certificate of insurance in accordance with Section 6 of the Contract, evidencing that all coverage, limits, and endorsements required thereby are maintained and in full force and effect.
6. Within 15 calendar days of the effective date of this Assignment Agreement, Assignee shall provide the City with an updated contact for notice purposes in accordance with the Contract.
7. This Assignment Agreement shall be governed by the laws of the State of Florida. Except as set forth in the Contract, should the parties be involved in legal action against each other arising under, or connected to, this Assignment Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. The parties hereby agree to waive a jury trial and will proceed to a trial by judge if necessary.
8. Pursuant to Section 787.06(13), 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 Assignment Agreement and submitting the executed required affidavit, attached and incorporated herein as Schedule "I", the Assignee represents and warrants that it does not use coercion for labor or services as provided by state law.
9. The Agreement, as amended, is amended to add Section 4.32 Emergency Response which shall read as follows:

4.32 EMERGENCY RESPONSE

If this Agreement is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a \$5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized officers on the dates set forth below.

CONTRACTOR

COMMERCIAL ENERGY SPECIALISTS, LLC

By: _____

Print: _____

Title: _____

_____ day of _____, 2026

AUTHENTICATION:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

ASSIGNEE

**HERITAGE POOL SUPPLY GROUP, INC. DBA
COMMERCIAL ENERGY SPECIALISTS**

By: _____

Print: _____

Title: _____

_____ day of _____, 2026

AUTHENTICATION:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

CITY

CITY OF SUNRISE, FLORIDA

By: _____

Victoria Hernandez
Procurement Manager

_____ day of _____, 2026

Approved as to form for the City:

By: _____

Thomas P. Moss
City Attorney

SCHEDULE "I" CITY OF SUNRISE

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 _____