

**STANDARD CONTRACT NO. 26-67-07-MM
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND HERITAGE POOL SUPPLY GROUP, INC. DBA COMMERCIAL ENERGY
SPECIALISTS.**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City" and Heritage Pool Supply Group, Inc. d/b/a Commercial Energy Specialists a Texas corporation, authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 7440 State Highway 121, McKinney, TX 75070 and whose Federal Identification Number is 87-1703389 incorporates Estimate No. 357553 and Contractor's response as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is to provide all Pump Room Equipment and Installation Services at the Village Beach Club as set forth in this Contract and as further detailed in Exhibit "A," which is attached hereto and made a part of this Contract. This Contract consists of the Contract and the following Exhibits, all of which are incorporated as is fully set forth herein:

- Exhibit A – Contractor's Estimate No. 357553 – Equipment and Scope of Services.
- Exhibit B – Affidavit of Compliance with Foreign Entity Laws.
- Exhibit C – Affidavit of Compliance with Human Trafficking Laws.

The City's representative during the performance of this Contract shall be the Division Director Facilities Maintenance for Leisure Services Andrew Lopez, telephone number (954) 747-4633 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Troy Schaneman, Territory Manager; tschaneman@ceswaterquality.com; telephone number 954-605-0337.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit A. The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

3. Initial Contract Period and Contract Renewal

The Contract shall become effective upon execution by both parties and shall continue in effect until completion of project as described on Exhibit A and final acceptance by the City.

4. Terms Relating To Price

The cost of all purchases and services shall remain firm during the completion of project. No cost increases shall be accepted during this Contract term.

5. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the Contractor's most favored customer for the same or substantially similar services.

The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor 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 Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

7.2 Commercial General Liability. Contractor 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. Contractor 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.

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured 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".

7.4 Business Automobile Liability. Contractor 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 Contractor does not own automobiles, Contractor 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.

7.5 Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

7.6 Waiver of Subrogation. Contractor 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 Contractor to enter into a pre-loss

agreement to waive subrogation without an endorsement, then Contractor 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 Contractor enter into such an agreement on a pre-loss basis.

7.7 Certificate(s) of Insurance. Contractor 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 Contractor's insurer. If the Contractor 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, Contractor 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

7.8 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.9 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.

8. Performance and Payment Bond ☐ Applicable ☒ Not Applicable

The Contractor shall furnish a separate performance and payment bond covering 100% of the amount of award to the City within ten (10) calendar days after receipt of written Notice of Intent to Award Contract. The performance and payment bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such performance and payment bond. The performance and payment bond furnished by the Contractor shall be in a form acceptable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City.

9. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

10. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10. and the provisions of Section 11. shall govern.

11. Termination for Convenience

This Contract 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.

12. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its 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 the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

13. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

14. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

15. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

16. 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 paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

18. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

19. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

20. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

The Contractor 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.

22. 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 Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

23. Modifications of Work

If the City requires miscellaneous additional work, Services or materials not delineated in the Contractor's Proposal but within the general Scope of Service, the Contractor shall submit a detailed written proposal to the authorized City representative. If the proposal is approved, the Contractor shall receive authorization to proceed by receipt of a purchase order incorporating the Contractor's proposal.

The City reserves the right to make changes in the Scope of Service, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Service that may occur.

If the City so instructs in writing, the Contractor shall suspend work on that portion of the Scope of Service affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and the Contractor shall not commence work on any such change until such written amendment is signed by the Contractor and approved and executed by the City's representative and Procurement Manager.

24. Notice

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 City, 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:

Commercial Energy Specialists
952 Jupiter Park Ln, Ste 1
Jupiter, FL 33458

25. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

26. Public Records Law

The Contractor 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 the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public 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 Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract,

the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 26, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'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).

27. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

28. 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 Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor 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.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor 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 List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with referenced Exhibits, the conflict shall be resolved by giving the documents the following order of priority: This Contract, Exhibit A, B & C. Contractor may seek additional clarification from City's Representative, as necessary.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, 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.

32. Electronic Recordkeeping

Contractor 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.

33. E-Verify – Employment Eligibility

33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor'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.

- 33.2 Contractor 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. Contractor 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.
- 33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 33.4 If City terminates this Contract pursuant to the subsection 33.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. 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, Contractor 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. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

35. Prohibited Telecommunications Equipment

Contractor 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. Contractor 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 Contract.

36. Antitrust Violations

The Contractor has a continuous duty to disclose to the City 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 Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor 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 Contractor; and (iii) Contractor 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, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 24, Notices, executed Exhibit B Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City 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 for purposes of Section 2. 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.

38. 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 Contract and submitting the executed Exhibit C required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

39. Emergency Response

If this Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Contract 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 Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: _____

Print: Victoria Hernandez

Title: Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City

By: _____

Thomas P. Moss
City Attorney

CONTRACTOR

Witness

Heritage Pool Supply Group, Inc. d/b/a Commercial
Energy Specialist

Witness

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

**ESTIMATE**

Sunrise, City Of

Village Beach Club - BECSys5 w Manual 48" AMF Filters

Buying Group Sourcewell
 Company ID 18225
 Aquafinity ID 012226-AQUA

Order # 357553
 Date 07/13/26
 Consultant Troy Schaneman
 WQA Alex W Branning
 Billing Terms Net 30
 Customer PO # Estimate

Proposed To

City of Sunrise
 Andy Lopez
 10770 West Oakland Park Blvd
 Attn: Finance Department
 Sunrise, FL 33351

Ship To

Village Beach Club, Sunrise
 Tom Torres
 6767 NW 24TH St
 Sunrise, FL 33313

Phone:**Fax:****Courier Service**

Project Order

Order Description

Budget Proposal for Mechanical Equipment as listed for Village Beach Club Pool
 DOH Pool Permit # 06-60-04625
 108,862 Gallons @ 303 GPM, 4" Return Line, 6" Waste/Sewer Line
 Existing High-Rate Sand Filters (21.18 SqFt), Bleach/Acid-CO2 Treatment

Order Items

Line Item Code	Description	Quantity	Unit Price	Item Total
CB Engineering	Department of Health Engineering & Submittal	1	6,037.50	6,037.50
Engineering and Department of Health Submittal Process including engineered plans, submittal of DH4159 Form, Etc. DOH modification fee of \$150 (not included) to accompany application.				
CJB BECSys5	BECSys5 Chemical Controller, BECSys Backplate Vertical Mount VFD Control	1	6,633.00	6,633.00
BECSys5 Chemical Controller, Gbit Ethernet, VFD, CP-1 Ready Complete Interactive System capable of controlling Chemistry, Water Level, Heaters, pumps (via MCC-VFD) and Monitoring of Chlorine Tank levels, Strainers and Turbidity. Must be equipped with pertinent sensors to activate control & sensing features Includes Lighted Flow Cell with integrated safety flow switch & Vertically Mount, (4) 4-20 circuits for monitoring and control of vac & press readings, autofill, TDS, etc. Optional CP-1 sensor can provide direct Chlorine Readings. Includes BECS pH & ORP Sensors, Temperature Sensors Features ultra fast GBit Communications with EZ Connect, TLS encryption and 1 year on board data storage. Open Architecture Remote Monitoring, Remote Control, and Alert Notifications via available wired Ethernet or Wireless network. Digital flow sensor and saddle are not included, but available at an additional cost. Factory 5-year Factory Electronics Warranty 115/230VAC, 50/60Hz, 12.25A full load (.25A controller, 12A for 3 relays -- 3A x 4)				
HD 3-2536-P0	Signet Paddlewheel Lo Flow Sensor (0.5-4"), Blue Cap	1	568.60	568.60
Signet Paddlewheel Lo Flow Sensor (0.5-4"), Blue Cap				
HD PV8S040	Signet 4" PVC Saddle w/adaptor, N80	1	317.34	317.34
Signet 4" PVC Saddle w/adaptor,				



Aquafinity * Complete Water Control * AES * CES * Duffield * KSI
 Addison TX * Anderson SC * Jupiter FL * Livermore CA * Nassau BAH * Santa Ana CA * Tempe AZ
www.aquafinity.com * (888) 299-2782 * ©2011-2023





ESTIMATE

Sunrise, City Of

Village Beach Club - BECSys5 w Manual 48" AMF Filters

Buying Group Sourcewell
Company ID 18225
Aquafinity ID 012226-AQUA

Order # 357553
Date 07/13/26
Consultant Troy Schaneman
WQA Alex W Branning
Billing Terms Net 30
Customer PO # Estimate

Proposed To

City of Sunrise
Andy Lopez
10770 West Oakland Park Blvd
Attn: Finance Department
Sunrise, FL 33351

Ship To

Village Beach Club, Sunrise
Tom Torres
6767 NW 24TH St
Sunrise, FL 33313

Phone:

Fax:

Courier Service

Project Order

CK 8660066	Pressure Transducer w/50' Cable	2	350.00	700.00
Pressure Transducer w/50' Cable For use with BECSys5,BW,7 Requires one loop power supply channel. (Formerly 8660031)				
CK 8660068	Vacuum Transducer w/50' Cable	1	350.00	350.00
Vacuum Transducer w/50' Cable For use with BECSys5,BW,7 Requires one loop power supply channel. (Formerly 8660034)				
ES AMF-48-1340-30a	Precision Control AMF 48" Sand Filter, 13.40 Sq Ft 3.0" Flg Connections	2	7,309.45	14,618.90
26.8 Total Filter Area 11.3 GPM/SqFt @ 303 GPM 201 GPM Required Backwash Flow Rate, per Filter Precision Control AMF - Advanced Media Filtration System 13.40 SqFt, Side Mounted 3.0" Flange Connections; 50 PSI Industrial Grade quick connect manway; Industrial collection header with slotted laterals and oversized diffusers. Approved Max Flow Rates: 201 GPM @ 15 GPM/Sq Ft, 160 GPM @ 12 GPM/Sq Ft 600 lbs of underbed gravel and 2250 lbs of media 48" diam x 58.03" H; 5-year Factory Warranty Optional multimedia package uses 2.25 Cu Ft underbed with 14 Cu Ft of alternate NSF approved filter media.				
ES 50203-A	2-valve 3" face piping complete , AMF Filters, Max Flow 205 GPM	2	2,376.46	4,752.92
Pre-plumbed AMF Filter 2-valve Schedule 80 face piping kit, 3" flanged connections 205 GPM Max flow with four Cepex PVC butterfly valves Includes single lever linkage, and can be updated to automatic operation. Used on AMF 42-0926 and 48-1216 Filters only, NSF Certified				
ES 00844	FRP Pipe Support kit for 3" pipe	2	300.25	600.50
FPR 3" Pipe Support Kit Includes Vertical support pole and base, 2 pipe clamps & hardware Single tank manifolds require two per tank, 5-valve manifolds require three pipe supports				



Aquafinity * Complete Water Control * AES * CES * Duffield * KSI
Addison TX * Anderson SC * Jupiter FL * Livermore CA * Nassau BAH * Santa Ana CA * Tempe AZ
www.aquafinity.com * (888) 299-2782 * ©2011-2023





ESTIMATE

Sunrise, City Of

Village Beach Club - BECSys5 w Manual 48" AMF Filters

Buying Group Sourcewell
Company ID 18225
Aquafinity ID 012226-AQUA

Order # 357553
Date 07/13/26
Consultant Troy Schaneman
WQA Alex W Branning
Billing Terms Net 30
Customer PO # Estimate

Proposed To

City of Sunrise
Andy Lopez
10770 West Oakland Park Blvd
Attn: Finance Department
Sunrise, FL 33351

Ship To

Village Beach Club, Sunrise
Tom Torres
6767 NW 24TH St
Sunrise, FL 33313

Phone:

Fax:

Courier Service

Project Order

HJ 1728-040	Asahi Pool Pro Butterfly Valve, 4" Lever	1	344.26	344.26
Manual Priority Valve				

EM Glass Media 48-1340-30A	Activated Glass Multi-Media Package AMF-48-1340-30A Filter	2		
45 Bags Media per Filter, 90 Bags Total Grade 1: 26/Filter Grade 2: 9/Filter Grade 3: 10/Filter				

Custom CES Permanent Activated AFM Glass Filter Media package with bio-resistant underbase support media, and high polish glass filter media. Filters finer and uses up to 50% less water than standard media.

- Cover Laterals by 1-2" with DWGM 2.1, and load filter to proper levels with DWGM .45 and DWGM 1.1
- Gravel/Sand Loading: 600lbs/2,250lbs

379-M-10005	AFM NG Drinking Water Grade #1 Glass Media, .45 mm, 55lb bag	52	54.29	2,823.08
-------------	--	----	-------	----------

Activated .45 mm, AFM® NG Grade #1 permanent glass filter media - used for fine filtration. High purity and bio resistant with electrostatic charge for better filtration using up to 50% less water.

NSF 61, NSF 50 certified, 55lb bags

379-M-10006	AFM NG Drinking Water Grade #2 Glass Media, 1.1mm, 55lb bag	18	54.29	977.22
-------------	---	----	-------	--------

Activated 1.1 mm, AFM® NG Grade #2 permanent glass filter media - used for fine filtration. High purity and bioresistant with electrostatic charge for better filtration using up to 50% less water.

NSF 61, NSF 50 certified, 55lb bag

379-M-10003	AFM Drinking Water Grade #3 Glass Media, 2.1mm, 55lb bag (Underbed)	20	54.29	1,085.80
-------------	---	----	-------	----------

Activated 2.1 mm, AFM® Grade #3 permanent glass filter media - used as coarse underbed. High purity and bio resistant with electrostatic charge for better filtration using up to 50% less water.

NSF 61, NSF 50 certified, 55lb bags



Aquafinity * Complete Water Control * AES * CES * Duffield * KSI
Addison TX * Anderson SC * Jupiter FL * Livermore CA * Nassau BAH * Santa Ana CA * Tempe AZ
www.aquafinity.com * (888) 299-2782 * ©2011-2023





ESTIMATE

Sunrise, City Of

Village Beach Club - BECSys5 w Manual 48" AMF Filters

Buying Group Sourcewell
Company ID 18225
Aquafinity ID 012226-AQUA

Order # 357553
Date 07/13/26
Consultant Troy Schaneman
WQA Alex W Branning
Billing Terms Net 30
Customer PO # Estimate

Proposed To

City of Sunrise
Andy Lopez
10770 West Oakland Park Blvd
Attn: Finance Department
Sunrise, FL 33351

Ship To

Village Beach Club, Sunrise
Tom Torres
6767 NW 24TH St
Sunrise, FL 33313

Phone:

Fax:

Courier Service

Project Order

CM CES-PFDx-PC-7.5-2XX-560 7.5HP Precision Control, Phase Converting, Nema 4X VFD, 22 Amps	1	2,952.82	2,952.82
---	---	----------	----------

Precision Control PFDx 7.5HP, 2XXV, 3 PH, Nema 4X - Phase Converting VFD package
Converts 220-240V Single phase to Three-Phase power for maximum energy savings.
Equipped with lid-mounted keypad, Auto/Off/Manual selector, and Integrated Pump-Specific iQ Software,
Conformal Coated electronics and 40C temperature rating (104F) for harsh equipment environments
Nema4X/IP66 enclosure for wet environment dust-tight environments
Variable Frequency Drive has continuous display of motor operating parameters (Hz, volts, amps)
Programmable Soft Start for reduction of power co. demand charges, and reduced water hammer.
Interfaces with BECSys5, 7 and BW to provide direct control of Circulation system GPM for maximum energy savings.
Interfaces with energy management system, or web-based monitoring programs.
On-site warranty administration, 2-Year Factory Warranty with CES Start-up.
16.54" H x 11.42" W x 12.01" D, 51.2 lbs, 22 AMP Rated Output
Nema 4X enclosures are intended for use in indoor applications, or outdoors when equipped with sun shield.

ZP JCP07-3AT-S JCP Series Commercial Pump 7.5HP, 208-230/460 VAC, with integral strainer	1	8,060.67	8,060.67
---	---	----------	----------

303 GPM @ 70' TDH

Jandy JCP Series Commercial Pump 7.5HP, composite design with integral basket strainer
6" suction, 4" discharge flanged connections
208-230/460VAC, 1.15 service factor, H insulation, inverter duty motor, TEFC,
FLA: 25.3-22/11 Amps
43.5"L x 21"75"H x 11"W
395 GPM @ 60 TDH per published pump curves

BC 85MJL5A1S 85 GPD Adj Rate Stenner Feeder,#5,120V,1/4, 85M5	3	596.64	1,789.92
--	---	--------	----------

(1) Acid Feeder; (2) CL Feeders

Self priming peristaltic chemical feed pump with adjustable feed rate control. 85 Gallon per day output, 120V 60 Hz, 1.7 Amps

BG 2100298-D1 BECSys CO2 Feeder, 5-50 SCFH, Diffuser, 110V (Injection)	1	706.41	706.41
---	---	--------	--------

CO2 Feeder is housed in a NEMA 4X (IP65) enclosure.



Aquafinity * Complete Water Control * AES * CES * Duffield * KSI
Addison TX * Anderson SC * Jupiter FL * Livermore CA * Nassau BAH * Santa Ana CA * Tempe AZ
www.aquafinity.com * (888) 299-2782 * ©2011-2023





ESTIMATE

Sunrise, City Of

Village Beach Club - BECSys5 w Manual 48" AMF Filters

Buying Group Sourcewell
Company ID 18225
Aquafinity ID 012226-AQUA

Order # 357553
Date 07/13/26
Consultant Troy Schaneman
WQA Alex W Branning
Billing Terms Net 30
Customer PO # Estimate

Proposed To

City of Sunrise
Andy Lopez
10770 West Oakland Park Blvd
Attn: Finance Department
Sunrise, FL 33351

Ship To

Village Beach Club, Sunrise
Tom Torres
6767 NW 24TH St
Sunrise, FL 33313

Phone:

Fax:

Courier Service

Project Order

MS CPN1442	Lochinvar 1.440 Million BTU Heater, Natural	1	33,877.21	33,877.21
Lochinvar 1.440 Million BTU Heater, Natural 85% Thermal Efficiency with Low NOx Emissions, Less than 20 ppm Proportional Firing up to 4:1 Automatic Pumped Bypass Slide Out Control Panel with Plug-In Components SMART SYSTEM Control available with Modbus protocol Built-in Cascade Sequencer controlling up to 8 heaters Sealed Combustion Chamber w/ Loch-Tite Ceramic Tile Electronic Ignition Stainless Steel Burners Gasketless Heat Exchanger Air Pressure Switch and Water Flow Switch Includes Field Installed CPVC Schedule 80 Flange Connections Requires M13 Firing Control & is included. *Heater is too large to utilize a lift gate. *Receiver will be required to have equipment to remove heater from truck.				
MT CP992-1442	Cupro-Nickel Heat Exchanger Adder for CPN/L Model	1	1,098.81	1,098.81
MT 10337600	Outdoor Vent Flue Adaptor adder, CP 1262 - 1442	1	901.66	901.66
Copper-Fin II Outdoor Vent Flue Adaptor adder, CP 1262 Provides cover and filter slot for combustion air intake, and gaskets and plates to seal top flue connection. Requires Field Supplied Vent Pipe and Vent Cap Max 3' recommended vent height without gusset support				
MT 12BV24-1	Vent Material, Type B Double Wall	2	272.66	545.32
12" x 24" B Vent *Requires 2 Each*				
MT 12BVSC	12" Storm Collar	1	42.17	42.17
MT 12BVVT-1	12" High Wind Cap (Termination Cap)	1	552.63	552.63



Aquafinity * Complete Water Control * AES * CES * Duffield * KSI
Addison TX * Anderson SC * Jupiter FL * Livermore CA * Nassau BAH * Santa Ana CA * Tempe AZ
www.aquafinity.com * (888) 299-2782 * ©2011-2023





ESTIMATE

Sunrise, City Of

Village Beach Club - BECSys5 w Manual 48" AMF Filters

Buying Group Sourcewell
Company ID 18225
Aquafinity ID 012226-AQUA

Order # 357553
Date 07/13/26
Consultant Troy Schaneman
WQA Alex W Branning
Billing Terms Net 30
Customer PO # Estimate

Proposed To

City of Sunrise
Andy Lopez
10770 West Oakland Park Blvd
Attn: Finance Department
Sunrise, FL 33351

Ship To

Village Beach Club, Sunrise
Tom Torres
6767 NW 24TH St
Sunrise, FL 33313

Phone:

Fax:

Courier Service

Project Order

HJ 1728-025 <i>Heater Isolation Valves</i> Asahi Pool Pro Butterfly Valve, 2.5" Lever (5437.825)	Asahi Pool Pro Butterfly Valve, 2.5" Lever	2	280.94	561.88
HJ 1728-040 <i>(1) Heater Bypass (6) Filter Manifold (1) Pump Discharge</i>	Asahi Pool Pro Butterfly Valve, 4" Lever	7	344.26	2,409.82
HJ 1728-060 <i>Pump Suction</i>	Asahi Pool Pro Butterfly Valve, 6" Lever	1	511.61	511.61
HN 129104 <i>Pump Discharge</i> Wafer Check Valve 4" PVC/EPDM w/ SS Springs, K Series	Wafer Check Valve 4" PVC/EPDM w/ SS Springs, K Series	1	289.55	289.55
HJ 3855S025 Flange, Van Stone, PVC, 2.5" S80	Flange, Van Stone, PVC, 2.5" S80	4	35.92	143.68
HJ 3855S040 Flange, Van Stone, PVC, 4 S80	Flange, Van Stone, PVC, 4" S80	16	52.82	845.12
HJ 3855S060 Flange, Van Stone, PVC, 6 S80	Flange, Van Stone, PVC, 6" S80	2	45.66	91.32
HP 12R250GFE-VLV 2.5" Flange to Valve to Flange Bolt Kit, 316 SS	Bolt Kit 2.5" Flange to Valve to Flange, 316 SS	2	32.61	65.22
HP 12R400GFE-VLV 4" Flange to Valve to Flange Bolt Kit, 316 SS Contains: (8) 5/8" x 6" Long Bolts (8) 5/8" Hex Nuts (16) 5/8" Flat Washers Gasket not included.	Bolt Kit 4" Flange to Valve to Flange, 316 SS	8	59.74	477.92



Aquafinity * Complete Water Control * AES * CES * Duffield * KSI
Addison TX * Anderson SC * Jupiter FL * Livermore CA * Nassau BAH * Santa Ana CA * Tempe AZ
www.aquafinity.com * (888) 299-2782 * ©2011-2023





ESTIMATE

Sunrise, City Of

Village Beach Club - BECSys5 w Manual 48" AMF Filters

Buying Group Sourcewell
Company ID 18225
Aquafinity ID 012226-AQUA

Order # 357553
Date 07/13/26
Consultant Troy Schaneman
WQA Alex W Branning
Billing Terms Net 30
Customer PO # Estimate

Proposed To

City of Sunrise
Andy Lopez
10770 West Oakland Park Blvd
Attn: Finance Department
Sunrise, FL 33351

Ship To

Village Beach Club, Sunrise
Tom Torres
6767 NW 24TH St
Sunrise, FL 33313

Phone:

Fax:

Courier Service

Project Order

HP 12R600GFE-VLV	Bolt Kit 6" Flange to Valve to Flange, 316 SS	1	109.89	109.89
6" Flange to Valve to Flange Bolt Kit, 316 SS Contains: (8) 3/4"-10 x 6" Bolts (8) 3/4"-10 Hex Nuts (16) 3/4" Flat Washers				
AQF Local Service Support	Aquafinity Onsite Service	1	108,372.00	108,372.00
•Plumbing Installation: Pipes, Fittings, Valves, etc... for installation of Filters, Pumps, and Pool Heater •Electrical Installation: Installation of PFDx VFD •BECS Control Installation •Permit Processing •Factory Start Up, Commissioning, Warranty Administration, & Operator Training for all equipment included in package. Aquafinity Onsite Support Services				
Permit Fees	Permit fees allowance, 10 % of project total	1	20,400.00	20,400.00



Aquafinity * Complete Water Control * AES * CES * Duffield * KSI
Addison TX * Anderson SC * Jupiter FL * Livermore CA * Nassau BAH * Santa Ana CA * Tempe AZ
www.aquafinity.com * (888) 299-2782 * ©2011-2023





ESTIMATE

Sunrise, City Of

Village Beach Club - BECSys5 w Manual 48" AMF Filters

Buying Group Sourcewell
Company ID 18225
Aquafinity ID 012226-AQUA

Order # 357553
Date 07/13/26
Consultant Troy Schaneman
WQA Alex W Branning
Billing Terms Net 30
Customer PO # Estimate

Proposed To

City of Sunrise
Andy Lopez
10770 West Oakland Park Blvd
Attn: Finance Department
Sunrise, FL 33351

Ship To

Village Beach Club, Sunrise
Tom Torres
6767 NW 24TH St
Sunrise, FL 33313

Phone:

Fax:

Courier Service

Project Order

Additional Information

Shipping is estimated;
Gas Heater: Must confirm the gas prior to placing final order.
Gusset not included for venting on heater.
Does not include repairs or corrections beyond the listed scope of work.

Please click link below to digitally accept this proposal

Subtotal	224,614.75
Adjustment	0.00
Total	224,614.75
Shipping	4,500.00
Tax	0.00
Grand Total	229,114.75
Payments	0.00
Payment Due	0.00

We are pleased to submit the above package for your consideration.

1. Orders paid by credit card will incur a 3.0% processing fee
2. Payment terms are subject to the credit agreement you have on file with Aquafinity.
3. A deposit may be required to process your order
4. 18% APR is charged on all past due invoices
5. Pricing is valid for 30 days from date of this Estimate, after which is subject to change.
6. If applicable, returns must be pre-approved, shipped prepaid and accompany a written RMA.
7. Minimum 20% restocking fee applies to all returns. % is based on actual manufacturer restock fee.
8. Any changes to this order must be made in writing to Aquafinity.
9. Freight cost is an estimate only and actual freight may be different at time of shipping.
10. Order is subject to applicable sales tax to ship point.

Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with Aquafinity.

THANK YOU!



Aquafinity * Complete Water Control * AES * CES * Duffield * KSI
Addison TX * Anderson SC * Jupiter FL * Livermore CA * Nassau BAH * Santa Ana CA * Tempe AZ
www.aquafinity.com * (888) 299-2782 * ©2011-2023



EXHIBIT B

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 C

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 _____