

**FIRST AMENDMENT TO
STANDARD CONTRACT C-22-57-08-WL
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND BERMEX, INC.**

This Amendment to Standard Contract C-22-57-08-WL (hereinafter referred to as the “First Amendment”) between the City of Sunrise and Bermex, Inc. is made by and between the City of Sunrise (“City”) and Bermex, Inc. (“Contractor”) this ____ day of _____, 2026.

WHEREAS, on February 14, 2023, Standard Contract C 22-57-08-WL (“Contract”) was awarded by City Commission under Resolution 23-21; and

WHEREAS, the Contract was renewed for a period of one year from February 21, 2026 through February 20, 2027; and

WHEREAS, the City is implementing Advanced Metering Infrastructure (“AMI”) technology, which has significantly reduced and will continue to reduce the number of manually read utility meters and associated field staffing requirements; and

WHEREAS, the parties wish to amend the Contract to revise the compensation methodology from a per-read pricing structure to a fixed lump-sum staffing model based on the number of meter readers and validator/supervisor personnel assigned and authorized by the City in order to better reflect the City’s current operational needs and anticipated decline in service levels; and

WHEREAS, the amended pricing structure will provide the City with operational flexibility to decrease staffing levels as AMI implementation progresses, while clarifying that the City does not guarantee any minimum quantity of meter reads, routes, staffing assignments, or compensation under the Contract; and

WHEREAS, the Florida Legislature has enacted several revisions to Florida Statutes and the parties desire to amend the Contract to incorporate new language.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Amendment to Contract. Language in ~~stricken text~~ is deleted from the Contract and language in underlined text is added to the Contract.
 - a. 2. Payments

The Contract

The Contractor's responsibility under this Contract is for Meter Reading Services as set forth in this Contract and as attached hereto as Exhibit "A," which is attached and made a part of this Contract. The Contractor will bill by the 10th day of each month for services rendered during the prior month at ~~the rate of \$1.40 per read~~ the rates contained in this First Amendment. Contractor's invoice shall identify how many ~~meters were~~ staff members read during the prior month, all charge-backs to be deducted under Exhibit A, and any incentives to be paid under Section 1.21 of Exhibit A. The parties have agreed that certain breaches of the Contract will cause Contractor to pay City liquidated damages without any proof of the actual damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. The City shall assess liquidated damages in the form of charge-backs on a monthly basis in connection with this Contract and shall, and the end of each month, notify Contractor in writing of the liquidated damages assessed and the basis for each assessment. The parties hereby agree that the charge-backs set forth in Exhibit "A" constitute liquidated damages (not a penalty). Contractor's invoice shall identify any charge-backs for the prior month which shall be deducted from the total amount due from City.

Pricing Methodology

Reader + Validator/Supervisor	Lump Sum Amount
6 + 1	\$ 67,480.00
5 + 1	\$ 59,870.00
4 + 1	\$ 49,710.00
3 + 1	\$ 39,675.00
2 + 1	\$ 29,975.00
1 + 1	\$ 21,000.00

The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10070 West Oakland Park Blvd.
Sunrise, FL 33351

b. Exhibit "A" – Scope of Work/Specifications (First Paragraph)

Contractor is a qualified, experienced and licensed utility meter reading contractor and this Contract is to provide monthly water and natural gas meter reading services for the City of Sunrise

Public Service Department, in an area of strong economic growth and new construction presence. The City currently serves water and gas customers within the entire limit boundary of the City of Sunrise, including partial geographical areas within the limits of Davie, Weston, Lauderdale and Tamarac. ~~Currently the city has approximately 72,042 meters in service.~~ These meters are distributed within the categories shown in the table below:

CUSTOMER TYPE	METER COUNT
Residential	66,025 <u>varies</u>
Commercial	4,126 <u>varies</u>
Municipal / Government	293 <u>varies</u>
Multi-Family	1,598 <u>varies</u>

The City makes no representation regarding minimum monthly read quantities. Service levels shall fluctuate based on the City's phased implementation of Advanced Metering Infrastructure (AMI).

The City reserves the right to reduce service quantities, routes, or locations without constituting a termination.

The Contractor acknowledges that the City is implementing Advanced Metering Infrastructure ("AMI") technology, which may significantly reduce the need for manual meter reading services during the term of the Contract. The Contractor shall work with the City in good faith to facilitate the phased reduction, modification, or transition of services without disruption to the City's utility billing operations.

- c. The following Florida Statutes provisions are added to the 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 23, Notices, executed Exhibit "A" 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 "B" required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Initial Agreement, the terms of this First Amendment shall govern. All other terms of the Agreement shall remain and continue in full force and effect.
4. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this First Amendment.
5. Effective Date. This First Amendment shall be effective on April 1, 2026.

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

IN WITNESS WHEREOF, the City and Bermex, Inc. have caused this First Amendment to the Agreement to be executed on the date indicated below.

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

Bermex, Inc.

By: _____

Print: _____

Title: _____

Date: _____