



## **MEETING OF THE SUNRISE CITY COMMISSION**

Commission Meeting will be held at City Hall Commission Chambers located at 10770 West Oakland Park Blvd., Sunrise, Florida 33351, The City of Sunrise City Commission Meeting will be hosted both an in-person format and a virtual format. Telephone call in number: 954-395-2401 Access Code: 368262 Attendees can press 5\* on their phone keypad to make a comment during public hearings or during open discussion. Attendees will be called upon to speak, one at a time, by the meeting organizer. For technical difficulties please call 954-578-4792. Contact the City Manager's Office for additional information via mail to City Manager's Office, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, via email to [CityManager@sunrisefl.gov](mailto:CityManager@sunrisefl.gov) or via phone 954-746-3430.

### **CITY COMMISSION MEETING AGENDA Tuesday, February 25, 2025 - 5:00 PM**

- (1) Call To Order**
- (2) Roll Call**
- (3) Moment of Silence and Pledge of Allegiance**
- (4) Consent Agenda**

**(ANY ITEM SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION AND SEPARATE VOTE AT THE REQUEST OF ONE (1) COMMISSIONER, THE STAFF, OR ANY MEMBER OF THE PUBLIC. ANY ITEM REMOVED FROM THE CONSENT AGENDA SHALL BE HEARD AT THE CONSENT DISCUSSION PORTION OF THAT COMMISSION MEETING.)**

#### **(A) Special Permit**

C25034

A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held March 15, 2025 through March 16, 2025 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; directing staff to review the application to determine whether it meets city code; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

**(B) Land Development Code**

C25038

A Resolution of the City of Sunrise, Florida, approving a Waiver of the Land Development Code Regulations for Temporary Signage for Broward Health located at 9001 W. Oakland Park Boulevard; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

**(C) Vacation of Platted Easement**

C25035

A Resolution of the City of Sunrise, Florida, approving the Vacation of a Platted Utility Easement on the Fruscians Tract Plat, as recorded in Plat Book 175, Page 55 of the Public Records of Broward County, Florida; providing for recording of resolution; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

**(D) Vacation of Platted Easement**

C25036

A Resolution of the City of Sunrise, Florida, approving the Vacation of a Platted Drainage Easement and a Platted Utility Easement on the Sunrise Ice Chalet Plat, as recorded in Plat Book 97, Page 21 of the Public Records of Broward County, Florida; providing for recording of resolution; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

**(E) Employee Appreciation**

C25023

A Resolution of the City of Sunrise, Florida, approving a "Catering Contract" and "Standard Terms and Conditions" between the City of Sunrise and the Seminole Tribe of Florida d/b/a Seminole Hard Rock Hotel & Casino Hollywood for the City of Sunrise Employee Appreciation Dinner; providing for findings of public purpose; providing for funding; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

**(F) Services**

C25030



A Resolution of the City of Sunrise, Florida, to Award Bid No. 25-15-11-MS to East Coast Builders and Developers Corporation for the Citywide Bus Shelters – Phase 3 Project; approving Contract No. C 25-15-11-MS; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(G) Services**

C25029

A Resolution of the City of Sunrise, Florida, to Award Bid No. 24-78-08-MS for Mechanical Integrity Testing and Repair Services for Deep Wells to All Webbs Enterprises, Inc. as the primary vendor and Southeast Drilling Services, Inc. as the secondary vendor; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(H) Agreement**

C25027

A Resolution of the City of Sunrise, Florida, approving “Piggyback Agreement No. 24-02-12-VH between the City of Sunrise and Shenandoah General Construction, LLC” for Storm Drain Cleaning, Repairs, and Maintenance Services utilizing the District Board of Trustees of Broward College Contract No. RFP-2024-082-OA; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(I) Equipment**

C25025

A Resolution of the City of Sunrise, Florida, approving the purchase of One Ford F-250 Pickup Truck from Alan Jay Automotive Management, Inc. D/B/A Alan Jay Fleet Sales utilizing Sourcewell Contract No. 091521-NAF; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(J) Equipment**

C25026

A Resolution of the City of Sunrise, Florida, approving “Cooperative Agreement No. 25-08-02-HR between the City of Sunrise and Kelly Tractor Co” under the terms of the Florida Sheriff's Association Contract FSA23-EQU21.0: Equipment for the purchase of one (1) Caterpillar Lift Truck, one (1) Caterpillar Wheel

Loader, one (1) Caterpillar Skid Steer Loader, and two (2) Felling Deck Over Trailers; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(K) Agreement**

C25032

A Resolution of the City of Sunrise, Florida, approving a “First Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-010-SC Springtree Injection Well System Construction and Testing Permit Renewal”; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(L) Minutes**

Approval of the minutes:

CCM 11/12/2024

SCCM 11/20/2024

CCM 12/10/2024

**(5) Quasi Judicial Consent Agenda**

**(ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA BY A COMMISSIONER, THE STAFF, THE APPLICANT, OR AN AFFECTED PARTY). ANY ITEM REMOVED FROM THE QUASI-JUDICIAL CONSENT AGENDA SHALL BE TABLED TO THE NEXT REGULARLY SCHEDULED COMMISSION MEETING FOR QUASI-JUDICIAL HEARING.)**

**(6) Special Items**

**(A) Proclamation**

Proclamation proclaiming the Month of March 2025 as Women's History Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scuotto.

**(7) City Items**

**(A) Appointment**

M25001

**ADDENDUM**

A Motion removing one member from the Police Retirement Plan Board and appointing one member to the Police Retirement Plan Board. City Manager Mark Lubelski.

**(8) Open Discussion**

**(9) Commission/Mayor Reports**

**(10) City Manager's Report**

**(11) Consent Discussion**

**(DISCUSSION AND SEPARATE VOTE SHALL BE HEARD ON ITEMS PULLED FROM THE CONSENT AGENDA FOR DISCUSSION.)**

**(12) Public Hearings**

**(A) Agreement**

C25019

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, approving a "Lease" between the City of Sunrise and Debbie Wasserman Schultz for her Congressional Office; finding a public purpose; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski.

**(13) Quasi-Judicial Hearing**

**(14) City Clerk's Report**

**(15) City Attorney's Report**

**(16) Old Business**

**(17) New Business**

**(A) BLC Sponsorship**

Commission Discussion and/or Action Re: The Broward League of Cities 68th Annual Installation Gala potential sponsorship. Deputy Mayor Neil C. Kerch.

**(B) City Attorney Annual Review**

Commission Discussion and/or Action re: The annual review and evaluation of the City Attorney. Thomas P. Moss, City Attorney.

**Adjournment**

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based F.S.S. 286.0105

The City does not tolerate discrimination in any of its programs, services or activities, and will not exclude participation in, deny the benefits of, or subject to discrimination anyone on the grounds of real or perceived race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status. **In compliance with the ADA and F.S.S. 286.26, any individual with a disability requesting a reasonable accommodation in order to participate in a public meeting should contact the City's ADA Coordinator at least 48 hours in advance of the scheduled meeting. Requests can be directed via e-mail to [hr@sunrisefl.gov](mailto:hr@sunrisefl.gov) or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TIY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.**

If you plan to distribute written documents at the meeting, you must provide 10 copies to the City Clerk prior to the start of the meeting.



## AGENDA ITEM REQUEST

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**Originating Department:** Community Development Department

**Item Title:** Special Permit

**Item Number:** 4A

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25034

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**Item Description:**

A Resolution of the City of Sunrise, Florida, authorizing the duration of a Special Event to be held March 15, 2025 through March 16, 2025 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; directing staff to review the application to determine whether it meets city code; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Resolution - C25034

## Exhibit A - Applicant Letter

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### **Background:**

Hockeyfest Game On Inc. is requesting approval for a special event to be held March 15, 2025 through March 16, 2025 at the Amerant Bank Arena, located at 1 Panther Parkway, Sunrise, Florida. This event, known as the Cat's Cup Street Hockey Festival event, is the inaugural Cat's Cup - a two-day street hockey festival that expects to have approximately 500 to 800 people each day.

In accordance with Section 16-280(b) of the City Code, Commission approval is needed for any event that exceeds one (1) day. It is requested that the City Commission approve this multi-day special event.

Staff is requesting City Commission approval.

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### **Department Head Recommendation:**

Approval

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### **Person With Additional Information:**

Name: Aristeus Johns

Phone: 954-746-3238

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### **Department Head Name and Title:**

Shannon Ley, P.E., Director of Community Development

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### **City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AUTHORIZING THE DURATION OF A SPECIAL EVENT TO BE HELD MARCH 15, 2025 THROUGH MARCH 16, 2025 AT THE AMERANT BANK ARENA LOCATED AT 1 PANTHER PARKWAY, SUNRISE, FLORIDA; DIRECTING STAFF TO REVIEW THE APPLICATION TO DETERMINE WHETHER IT MEETS CITY CODE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Section 16-280(b) of the City's Code limits the duration of special events to one (1) day unless approved by the City Commission; and

WHEREAS, the applicant, Hockeyfest Game On Inc. has applied for approval to hold an outdoor street hockey event, known as the Cat's Cup Street Hockey Festival, from March 15, 2025 through March 16, 2025 at the Amerant Bank Arena located at 1 Panther Parkway, Sunrise, Florida; and

WHEREAS, the City Commission must approve the duration of events exceeding one (1) day in duration prior to staff reviewing and processing the application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Authorization and Approval. Pursuant to Section 16-280(b) of the City of Sunrise Code of Ordinances, the City Commission hereby authorizes the duration of the Cat's Cup Street Hockey Festival, specifically from March 15, 2025 through March 16, 2025, at the Amerant Bank Arena, located at 1 Panther Parkway, Sunrise, Florida. A copy of the application letter is attached hereto and made a part of this Resolution as Exhibit A. Staff is directed to continue its review of the special event application to determine whether the special event complies with City Code before approval or disapproval of the event.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

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Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

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Thomas P. Moss



January 28, 2025

To Whom it May Concern,

Thank you in advance to the City of Sunrise Commission for your consideration to approve the request to host a multi-day event at Amerant Bank Arena that requires city permitting.

We are requesting approval to host the inaugural Cat's Cup, a two-day outdoor street hockey festival for the community in the parking lots of Amerant Bank Arena on Saturday March 15, 2025, and Sunday, March 16, 2025. In partnership with Florida Panthers Hockey Club, we will be hosting a youth and adult street hockey tournament featuring up to 20 teams per day that will compete for tournament Champion! With an expected attendance of 500-800 participants and spectators per day, the event will bring hundreds of families of all ages to the area for a fun-filled day of street hockey, live entertainment, food and activities.

We look forward to bringing South Florida's largest street hockey festival to Sunrise and appreciate your time to consider this request.

Cordially,



Signature

Myriah Kay

Name

Hockeyfest Game On Inc.



## AGENDA ITEM REQUEST

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**Originating Department:** Community Development Department

**Item Title:** Land Development Code

**Item Number:** 4B

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25038

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a Waiver of the Land Development Code Regulations for Temporary Signage for Broward Health located at 9001 W. Oakland Park Boulevard; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Resolution - C25038  
Exhibit A - Proposed Signage

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**Background:**

On August 8, 2023, a Special Exception and Site Plan were approved for the Broward Health - Freestanding Emergency Department located at 9001 W. Oakland Park Boulevard. The project is currently in the permitting process and a construction fence has been installed around the perimeter of the property.

The North Broward Hospital District d/b/a Broward Health, a government entity, has requested to install signage on the construction fence at 9001 W. Oakland Park Boulevard. The Land Development Code provides for limited temporary signage for nonresidential properties.

This item is to allow a waiver for the installation of signage on the construction fence facing the right-of-way for the duration of construction pursuant to Section 16-137 of the Land Development Code.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Shannon Ley

Phone: 954-746-3288

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**Department Head Name and Title:**

Shannon Ley, P.E., Director of Community Development

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A  
WAIVER OF THE LAND DEVELOPMENT CODE REGULATIONS FOR  
TEMPORARY SIGNAGE FOR BROWARD HEALTH LOCATED AT 9001  
W. OAKLAND PARK BOULEVARD; AND PROVIDING AN EFFECTIVE  
DATE.**

WHEREAS, on August 8, 2023, via Resolution Nos. 23-116 and 23-117, respectively, the City Commission for the City of Sunrise approved a Special Exception and Site Plan for the proposed Broward Health – Sunrise Freestanding Emergency Department to be located at 9001 W. Oakland Park Boulevard (the “Property”); and

WHEREAS, the North Broward Hospital District d/b/a Broward Health, a government entity, has requested City approval to install signage on the construction fence facing the rights-of-way along the perimeter of the Property for the duration of the construction; and

WHEREAS, City staff has reviewed the request and recommends approval of a waiver of the Land Development Code regulations for temporary signage pursuant to Section 16-137 of the City Code.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Approval. A waiver of the Land Development Code regulations for temporary signage for the signage depicted in the renderings attached hereto and made a part of this Resolution as Exhibit A is hereby approved pursuant to Section 16-137 of the Code of the City of Sunrise, Florida. This waiver allows the approved signage on the construction fence facing the rights-of-way along the perimeter of the Property, as reflected in Exhibit A, for the duration of the construction.

Section 2. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

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Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency.

---

Thomas P. Moss



# Broward Health

9001 W. Oakland Park Blvd.  
Sunrise, FL 33351

Project Manager: Bob Heathcoe  
Designer: TS  
February 19, 2025



*17180 Innovation Dr, Jupiter FL 33478  
[www.baronsign.com](http://www.baronsign.com)*

*Design & Manufacturing  
Interior / Exterior*





- Sign Plan:
- 1. ST-1 - East Elevation
  - 2. ST-2 - Southeast Elevation
  - 3. ST-3 - South Elevation
  - 4. ST-4 - West Elevation



BARON SIGN

MANUFACTURING

Concept to Completion

DRAWING INFO
Project MGR: Bob Heathcoe
Designer: TS
Design Time: 2h
Date: 02/19/25


CLIENT NAME
Broward Health

PROJECT
Sunrise FSED
9001 W. Oakland Park Blvd.
Sunrise, FL 33351

CUSTOMER APPROVAL
Please verify colors, spelling, and layout prior to signing:
_____ Date _____

REVISIONS			
Version	Time	Date	Intls.

ELECTRICAL NOTES (L.E.D.):  
ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED  
AS PER NEC 600.4, 600.3 & DESIGNED TO UL #48 PER F.S. 553-19  
ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW  
VOLTAGE WIRING.  
ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION PER NEC  
600.12 (C).  
JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL  
CONTRACTOR TO BE WITHIN 6" OF SIGN LOCATION PER NEC 2020



\* Due to varying  
sizes of raw material,  
sizes may vary.

SHEET NO: 2



General Specs:

Digitally printed perforated material banner with grommets every 12" to be fixed to the fence with zip tie.

Font: Raleway Medium.

QTY: (1) of each.

NOTES:

- Grommets every 12" all around.

- Lengths are approximate.

ST - 1, ST - 2 and ST - 4 | Construction Fence Banner

The diagram shows the ST-1 East Elevation of a construction fence banner. It is a long horizontal banner with a total approximate length of 180 feet and a height of 65 inches. The banner is divided into several segments. From left to right, the segments include: a blue star logo, the text "The Next Generation of Health Starts Here.", a night scene of a building, the text "Something Exciting is Coming to Sunrise.", the Broward Health logo, an interior scene of a modern building, and another instance of "The Next Generation of Health Starts Here.". The center line (C.L.) is indicated at the right end of the banner.

ST-1 EAST ELEVATION

The diagram shows the ST-2 Southeast Elevation of a construction fence banner. It is a horizontal banner segment with an approximate length of 36 feet and a height of 65 inches. The segment features the Broward Health logo, a night scene of a building, and the text "The Next Generation of Health Starts Here.".

ST-2 SOUTHEAST ELEVATION

The diagram shows the ST-4 West Elevation of a construction fence banner. It is a horizontal banner segment with an approximate length of 30 feet and a height of 65 inches. The segment features a night scene of a building and the text "Something Exciting is Coming to Sunrise.".

ST-4 WEST ELEVATION

1 | Front View

Scale: 1/8" = 1'-0"

 <div><b>BARON SIGN</b> <b>MANUFACTURING</b> Concept to Completion</div>	<div>DRAWING INFO</div> <div>Project MGR: Bob Heathcoe</div> <div>Designer: TS</div> <div>Design Time: 2h</div> <div>Date: 02/19/25</div>	<div>CLIENT NAME</div> <div>Broward Health</div>	<div>PROJECT</div> <div>Sunrise FSED</div> <div>9001 W. Oakland Park Blvd.</div> <div>Sunrise, FL 33351</div>	<div>CUSTOMER APPROVAL</div> <div>Please verify colors, spelling, and layout prior to signing:</div> <div>_____ Date _____</div>	<div>REVISIONS</div> <table><tr><th>Version</th><th>Time</th><th>Date</th><th>Intls.</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	Version	Time	Date	Intls.													<div>ELECTRICAL NOTES (L.E.D.):</div> <div>ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER NEC 600.4, 600.3 &amp; DESIGNED TO UL #48 PER F.S. 553-19</div> <div>ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING.</div> <div>ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION PER NEC 600.12 (C).</div> <div>JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6" OF SIGN LOCATION PER NEC 2020</div> <div></div>	<div>* Due to varying sizes of raw material, sizes may vary.</div> <div>SHEET NO: 3</div>
Version	Time	Date	Intls.																				

www.BaronSign.com

Tel: (561)863-7446 Fax: (561)848-2270

17180 Innovation Dr

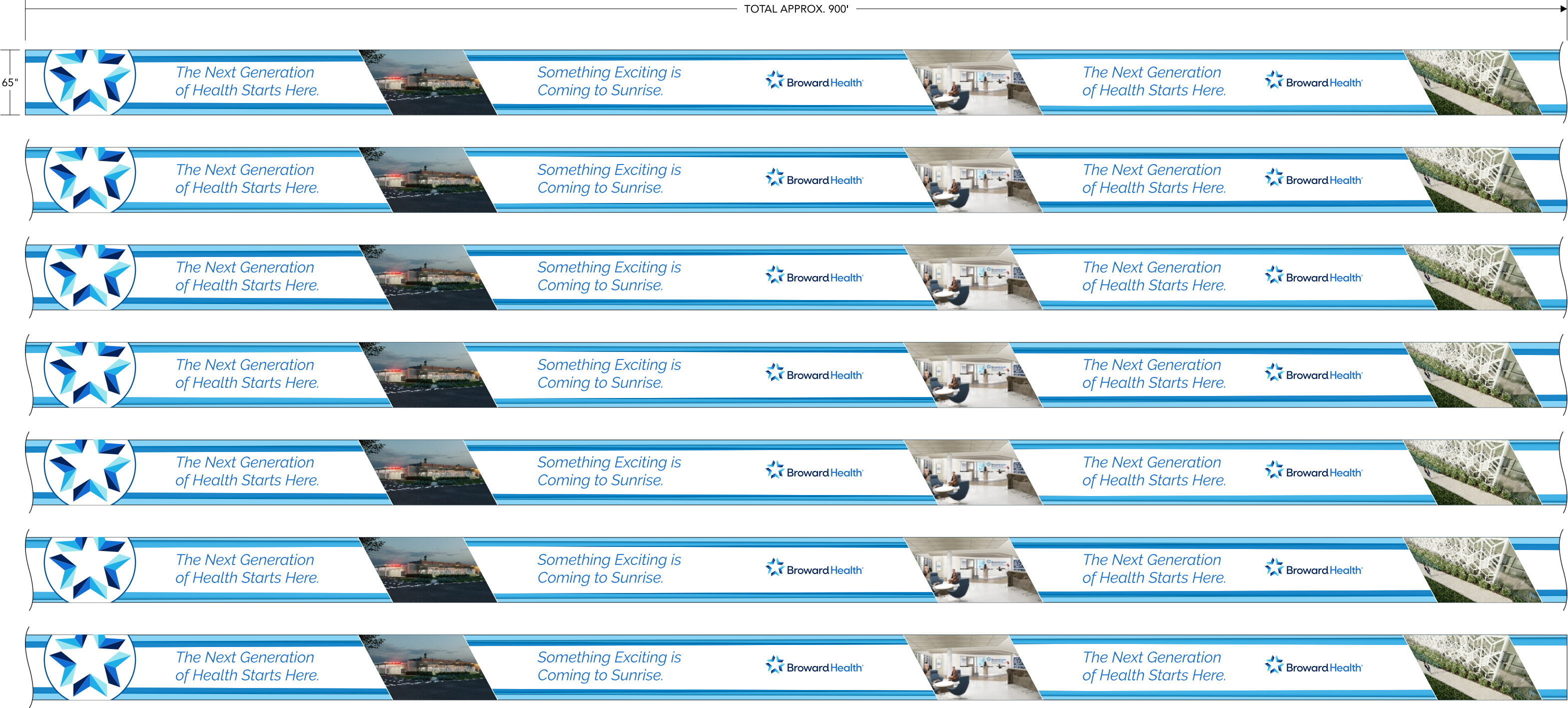
Jupiter, FL 33478

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GD25\B\Broward Health\Sunrise Fence Banner\Broward Health Sunrise Fence Banner.cdr





ST-3 SOUTH ELEVATION

1

Front View

Scale: 1/8" = 1'-0"



**BARON SIGN  
MANUFACTURING**  
Concept to Completion

<b>DRAWING INFO</b> Project MGR: Bob Heathcoe Designer: TS Design Time: 2h Date: 02/19/25	<b>CLIENT NAME</b> Broward Health	<b>PROJECT</b> Sunrise FSED 9001 W. Oakland Park Blvd. Sunrise, FL 33351	<b>CUSTOMER APPROVAL</b> Please verify colors, spelling, and layout prior to signing: <div>_____ Date _____</div>	<b>REVISIONS</b> <table><tr><th>Version</th><th>Time</th><th>Date</th><th>Intls.</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	Version	Time	Date	Intls.													<div><small>ELECTRICAL NOTES (I.E.D.): ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER NEC 600.4, 600.3 &amp; DESIGNED TO UL #48 PER F.S. 553-19 ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING. ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION PER NEC 600.12 (C). JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6" OF SIGN LOCATION PER NEC 2020</small></div> <div></div>	<div><small>* Due to varying sizes of raw material, sizes may vary.</small></div> <div>SHEET NO: <b>4</b></div>
Version	Time	Date	Intls.																			



WEST ELEVATION



SOUTHEAST ELEVATION



EAST ELEVATION

Photo Elevation Depiction Intended For General Concept Illustration  
Actual Sizing & Perspective Will Vary Slightly From Image

2 | Mockups  
Not at scale



BARON SIGN

MANUFACTURING

Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL	REVISIONS				ELECTRICAL NOTES (L.E.D.): ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER NEC 600.4, 600.3 & DESIGNED TO UL #48 PER F.S. 553-19 ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING. ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION PER NEC 600.12 (C). JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6" OF SIGN LOCATION PER NEC 2020	UL LISTED	* Due to varying sizes of raw material, sizes may vary.  SHEET NO: 5
Project MGR: Bob Heathcoe Designer: TS Design Time: 2h Date: 02/19/25	Broward Health	Sunrise FSED 9001 W. Oakland Park Blvd. Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing:  _____ Date _____	Version	Time	Date	Intls.			



SOUTH ELEVATION - RIGHT SIDE



SOUTH ELEVATION - MIDDLE



SOUTH ELEVATION - LEFT SIDE



Photo Elevation Depiction Intended For General Concept Illustration  
Actual Sizing & Perspective Will Vary Slightly From Image

2 | Mockups  
Not at scale



**BARON SIGN**  
**MANUFACTURING**  
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL	REVISIONS				ELECTRICAL NOTES (I.E.D.): ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER NEC 600.4, 600.3 & DESIGNED TO UL #48 PER F.S. 553-19 ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING. ALL PRIMARY WIRING WILL BE #12 THWN HIGH TENSION PER NEC 600.12 (C). JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6" OF SIGN LOCATION PER NEC 2020	* Due to varying sizes of raw material, sizes may vary.
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WEST ELEVATION



SOUTHEAST ELEVATION



EAST ELEVATION

3 Existing  
Not at scale



**BARON SIGN  
MANUFACTURING**  
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL	REVISIONS				<div><div>ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER NEC 600.4, 600.3 &amp; DESIGNED TO UL #48 PER F.S. 553-19 ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING. ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION PER NEC 600.12 (C). JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6" OF SIGN LOCATION PER NEC 2020</div><div></div></div>	<div><div>* Due to varying sizes of raw material, sizes may vary.</div><div>SHEET NO: 7</div></div>
Project MGR: Bob Heathcoe Designer: TS Design Time: 2h Date: 02/19/25	Broward Health	Sunrise FSED 9001 W. Oakland Park Blvd. Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: <div>_____ Date _____</div>	Version	Time	Date	Intls.		



SOUTH ELEVATION - RIGHT SIDE



SOUTH ELEVATION - MIDDLE



SOUTH ELEVATION - LEFT SIDE



3 Existing  
Not at scale



**BARON SIGN  
MANUFACTURING**  
Concept to Completion

DRAWING INFO	CLIENT NAME	PROJECT	CUSTOMER APPROVAL	REVISIONS				<div><div>UL</div><div>LISTED</div></div> <div>ELECTRICAL NOTES (L.E.D.): ALL ELECTRICAL COMPONENTS WILL BE UL LISTED AND APPROVED AS PER NEC 600.4, 600.3 &amp; DESIGNED TO UL #40 PER F.S. 553-19 ALL WIRING INSIDE LETTERS WILL BE 12V - CLASS 2 18GA / LOW VOLTAGE WIRING. ALL PRIMARY WIRING WILL BE #12 TWHN HIGH TENSION PER NEC 600.12 (C). JUNCTION BOX INSTALLED BY CUSTOMER'S ELECTRICAL CONTRACTOR TO BE WITHIN 6" OF SIGN LOCATION PER NEC 2020</div>	* Due to varying sizes of raw material, sizes may vary.
Project MGR: Bob Heathcoe Designer: TS Design Time: 2h Date: 02/19/25	Broward Health	Sunrise FSED 9001 W. Oakland Park Blvd. Sunrise, FL 33351	Please verify colors, spelling, and layout prior to signing: <div>_____ Date _____</div>	Version	Time	Date	Intls.		SHEET NO: 8





## AGENDA ITEM REQUEST

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**Originating Department:** Community Development Department

**Item Title:** Vacation of Platted Easement

**Item Number:** 4C

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25035

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving the Vacation of a Platted Utility Easement on the Fruscians Tract Plat, as recorded in Plat Book 175, Page 55 of the Public Records of Broward County, Florida; providing for recording of resolution; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

---

**Funding:**

N/A

**Amount:**

N/A

---

**ATTACHMENTS:**

ATY Resolution - C25035

Exhibit A - Sketch and Legal Description  
Location Map  
Letter of Intent  
Fruscians Tract Plat, Plat Book 175, Page 55  
New Utility Easement

---

**Background:**

In 2005, the Fruscians Tract Plat was approved as recorded in Plat Book 175, Page 55, in the Public Records of Broward County. As part of the plat approval, a 15 foot Utility Easement that extends the entire perimeter of the plat was dedicated to the public for uses indicated. The property contained within Plat Book 175, Page 55 is generally located south of Oakland Park Boulevard, north of the C-13 canal, west of Pine Island Road, and east of NW 91 Avenue.

Morgan Group Development, LLC, has submitted an application to vacate the platted 15 foot Utility Easement that runs along the entire perimeter of the plat. An existing sanitary sewer main and water main are located in a small portion of the platted Utility Easement. The applicant has provided an easement by separate instrument for the specific areas where there are existing utility mains.

The Fruscians Tract Plat is one of two plats that encompass the Caroline project which received Site Plan approval in November 2023. As a condition of Site Plan approval, vacation of such conflicting platted easements is required. As part of the Site Plan and Engineering Plan process, the onsite utility easements have been accounted for, and a majority of the existing onsite utilities will be relocated. Therefore, the platted Utility Easement, as shown on the location map, is not necessary and has been requested to be vacated.

Staff has reviewed the application to vacate the existing 15 foot Utility Easement dedicated by plat, and finds the easement no longer necessary and recommends approval of such vacation. In order to fully vacate the easement from the plat, the applicant is also required to seek Broward County approval.

For more information on this item, including any of the attachments to this item or additional backup information, please contact the Community Development Department staff member identified below.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Ravi Ramgulam, P.E.

Phone: 954-746-3285

---

**Department Head Name and Title:**

Shannon Ley, P.E., Director of Community Development

---

**City Manager:**

Authorized for agenda placement

---



**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE VACATION OF A PLATTED UTILITY EASEMENT ON THE FRUSCIANS TRACT PLAT, AS RECORDED IN PLAT BOOK 175, PAGE 55 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR RECORDING OF RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a Utility Easement was dedicated by the Fruscians Tract Plat, as recorded in Plat Book 175, Page 55 of the Public Records of Broward County, Florida ("Plat"), pursuant to which the owners of the property dedicated the Utility Easement to the public; and

WHEREAS, the Utility Easement is fifteen (15) feet in width and runs along the entire perimeter of the Plat; and

WHEREAS, there is an existing sanitary sewer main and water main within a small portion of the platted Utility Easement; and

WHEREAS, the approved Site Plan for the Caroline project generally located south of West Oakland Park Boulevard, north of the C-13 canal, west of Pine Island Road, and east of NW 91<sup>st</sup> Avenue within the City of Sunrise accounted for removal of the platted Utility Easement and relocation of sewer and water mains; and

WHEREAS, the current owner of the property, Humbold 18, LLC, has applied for vacation of the Utility Easement and provided a separate utility easement for the areas where utility mains exist; and

WHEREAS, City staff has reviewed the application to vacate the Utility Easement and recommends approval of the vacation of the Utility Easement, as more particularly described in the sketch and legal description attached to this Resolution as Exhibit A; and

WHEREAS, the City Commission finds that the Utility Easement is no longer necessary for City use, is no longer required by the City, and that neither the City nor any public utility or other governmental entity has a present or future need for this Utility Easement; and

WHEREAS, the City Commission finds that vacation of the Utility Easement will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, the City Commission finds that vacation of the Utility Easement will not adversely affect the public and that the proposed vacation is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Approval of the Vacation. Vacation of the platted Utility Easement on the Fruscians Tract Plat, as recorded in Plat Book 175, Page 55 of the Public Records of Broward County, Florida, as depicted on the sketch and legal description attached to this Resolution as Exhibit A, is hereby approved.

Section 3. Vacation of the Utility Easement is subject to the owner obtaining approval from the Broward County Board of County Commissioners.

Section 4. The City Clerk is hereby directed to record this Resolution in the Public Records of Broward County, Florida.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

---

Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

---

Thomas P. Moss



SKETCH AND LEGAL DESCRIPTION  
BY  
**PULICE LAND SURVEYORS, INC.**

5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com  
CERTIFICATE OF AUTHORIZATION LB#3870



**LEGAL DESCRIPTION: 15' UTILITY EASEMENT TO BE VACATED**

ALL OF THAT CERTAIN 15 FOOT WIDE PERIMETER UTILITY EASEMENT WITHIN PARCEL "A",  
"FRUSCIANS TRACT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175,  
PAGES 55 THRU' 58, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID EASEMENT LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA  
AND CONTAINING 58,550 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1929 (1990 ADJUSTMENT) WITH THE WEST LINE OF PARCEL "A", BEING N01°26'59"W AS SHOWN ON SAID PLAT.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS.

CLIENT: MORGAN GROUP DEVELOPMENT

SCALE: N/A

DRAWN: BB

ORDER NO.: 68989A

DATE: 9/23/21

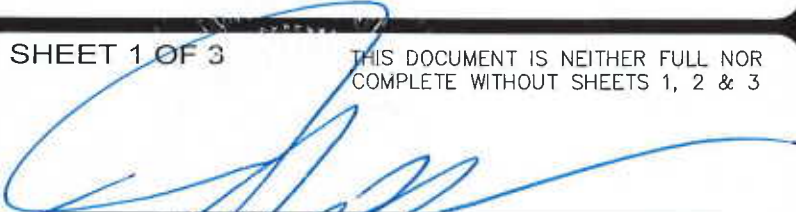
UTILITY EASEMENT VACATION

SUNRISE, BROWARD COUNTY, FLORIDA

FOR: FRUSCIANS

SHEET 1 OF 3

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1, 2 & 3

  
☒ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691  
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136  
☐ VICTOR B. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274  
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290  
STATE OF FLORIDA



SKETCH AND LEGAL DESCRIPTION

BY

# PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

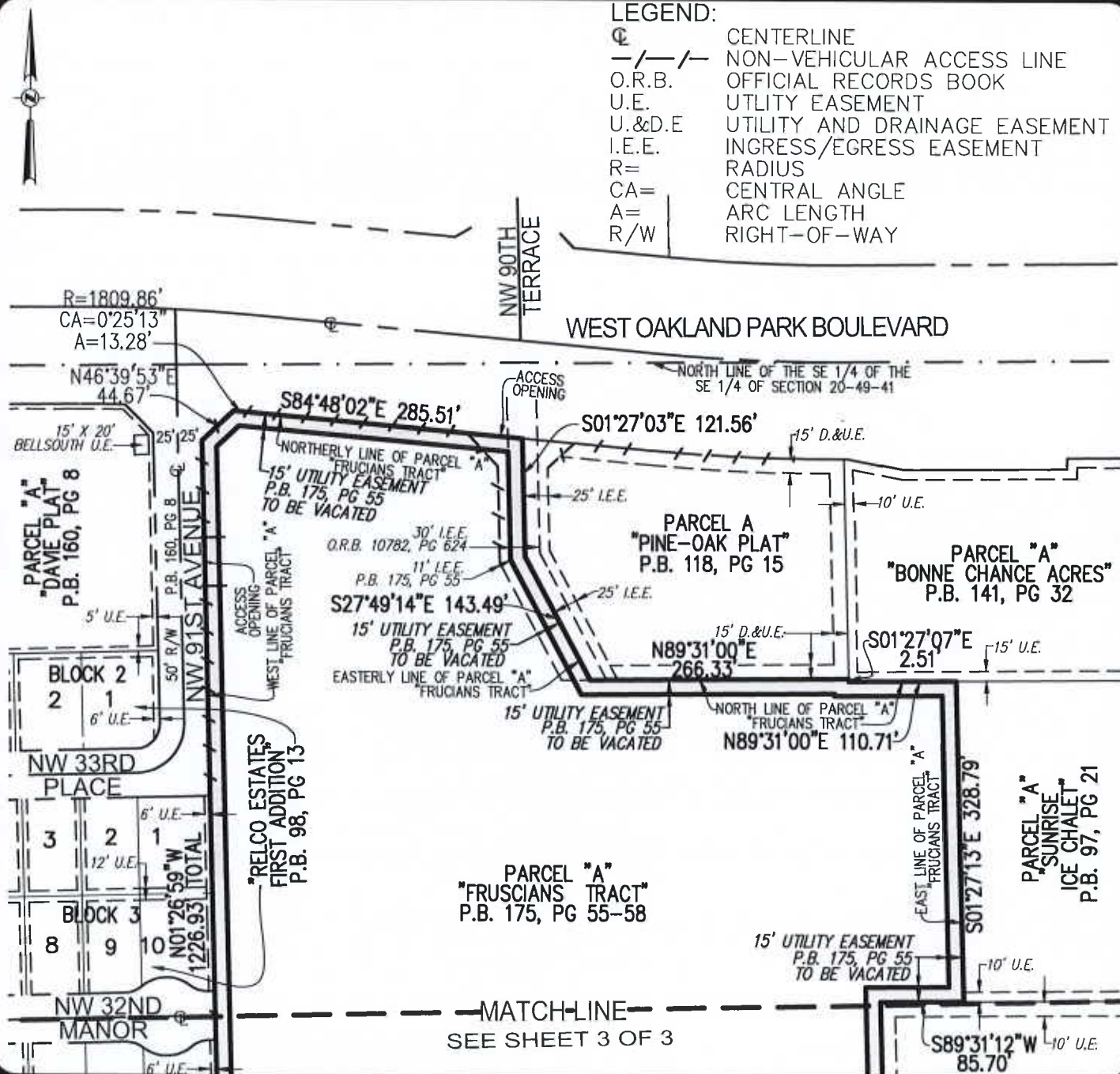
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



## LEGEND:

⊙ CENTERLINE  
-/-/- NON-VEHICULAR ACCESS LINE  
O.R.B. OFFICIAL RECORDS BOOK  
U.E. UTILITY EASEMENT  
U.&D.E. UTILITY AND DRAINAGE EASEMENT  
I.E.E. INGRESS/EGRESS EASEMENT  
R= RADIUS  
CA= CENTRAL ANGLE  
A= ARC LENGTH  
R/W RIGHT-OF-WAY



SHEET 2 OF 3

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1, 2 & 3





SKETCH AND LEGAL DESCRIPTION

BY

# PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

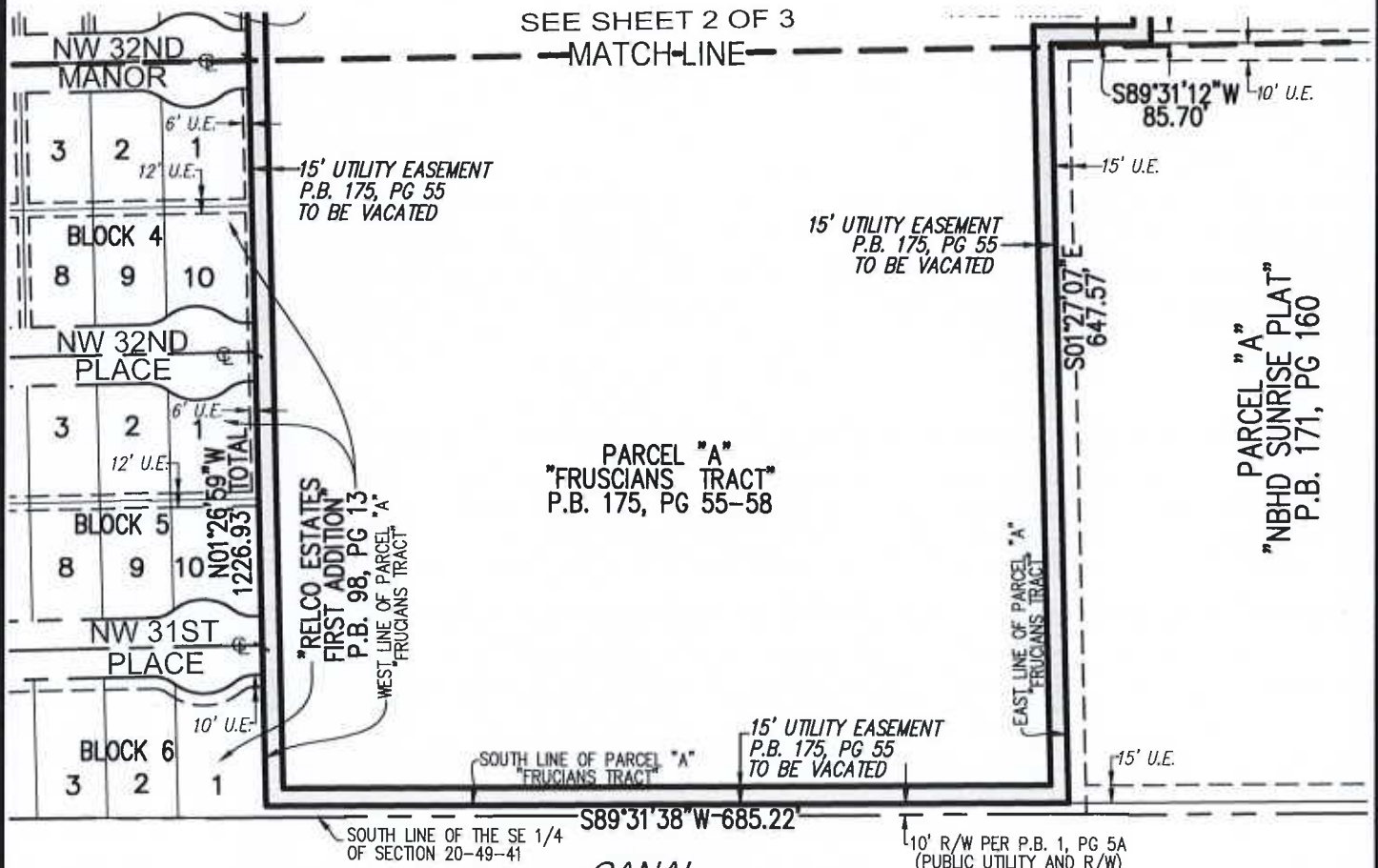
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



## LEGEND:

- Ⓢ CENTERLINE
- /-/- NON-VEHICULAR ACCESS LINE
- O.R.B. OFFICIAL RECORDS BOOK
- U.E. UTILITY EASEMENT
- U.&D.E. UTILITY AND DRAINAGE EASEMENT
- I.E.E. INGRESS/EGRESS EASEMENT
- R= RADIUS
- CA= CENTRAL ANGLE
- A= ARC LENGTH
- R/W RIGHT-OF-WAY



CLIENT: MORGAN GROUP DEVELOPMENT

SCALE: 1"=150'

DRAWN: BB

ORDER NO.: 68989A

DATE: 9/22/21

UTILITY EASEMENT VACATION

SUNRISE, BROWARD COUNTY, FLORIDA

FOR: FRUSCIANS

SHEET 3 OF 3

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1, 2 & 3

Plotted By: Villalón, Teresa Sheet Set: Kha Layout: EASEMENT 1 January 22, 2025 11:06:31am K:\FTL\_Civil\140 Jobs\140488005 Pearl Sunrise\Design\CADD\Exhibits\2024.09.17 Easement Vacation Exhibit\Exhibit - Carol

EXHIBIT A  
LOCATION MAP  
FRUSCIANS TRACT



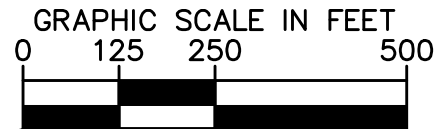
LEGEND



PROPERTY LINE/RIGHT-OF-WAY



EXIST EASEMENTS (BY PLAT)  
TO BE VACATED



SCALE: AS SHOWN
DESIGNED BY TVC
DRAWN BY TVC
CHECKED BY GB

**Kimley»Horn**

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324  
PHONE: 954-535-5100 FAX: 954-739-2247  
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

PROJECT NO.  
140488005

CAROLINE AT SUNRISE  
CITY OF SUNRISE  
LOCATION MAP



SHEET NUMBER  
EXHIBIT A

January 22, 2025

Ms. Shannon Ley, P.E.  
Community Development Director  
City of Sunrise  
1601 NW 136th Avenue, Building A  
Sunrise, FL 33323-2834

Re: Intent to Vacate 15-Foot Platted Perimeter Utility Easement  
Parcel "A" "Fruscians Tract" (Plat Book 175, Page 55)  
Caroline at Sunrise, City of Sunrise

Dear Shannon:

On behalf of the owner of the property encompassed by the Fruscians Tract Plat, Humboldt 18 LLC, and the developer/contract purchaser, Morgan Group Development, LLC, we are requesting approval of the proposed vacation of the 15-foot wide perimeter utility easement dedicated on the Fruscians Tract Plat.

A land use plan amendment, rezoning and site plan were approved for the Fruscians Tract Plat and the Sunrise Ice Chalet Plat (Plat Book 97, Page 21) properties. The development plan includes 452 residential dwelling units with a full complement of amenities. The subject utility easement conflicts with the proposed site plan, specifically with the landscape buffer and perimeter wall requested by the City as well as proposed structures and improvements along the eastern boundary of the Fruscians Tract.

The subject easement was granted during the platting process and the majority of which does not include any utility lines. There is an existing sanitary sewer line that exists in a small portion of the utility easement. A portion of a water line also exists in the area to be vacated. These utilities will ultimately be removed or relocated within new permanent easements. In the interim, the owner has signed a temporary easement over these existing lines.

Included with the application are the legal description and sketch for the platted utility easement proposed to be vacated, the Fruscians Tract Plat, letters of no objection from franchise utilities and City Gas, executed utility easement and the opinion of title for the land encompassed by the plat.

A separate application to vacate platted easements within the adjacent Sunrise Ice Chalet Plat which is part of the Caroline at Sunrise development is submitted for



Ms. Shannon Ley, P.E.  
January 22, 2025  
Page No. 2

concurrent review.

Once these vacation applications have been approved by the City Commission, application will be made to Broward County to complete the formal vacation process. .

Sincerely,

GREENSPOON MARDER LLP

A handwritten signature in black ink, appearing to read 'Cynthia A. Pasch', written over the printed name.

Cynthia A. Pasch, AICP

# "FRUSCIANS TRACT"

A REPLAT OF A PORTION OF TRACTS 6, 7, 8, 23 AND 24, "CHAMBERS LAND COMPANY'S SUBDIVISION" AS RECORDED  
PLAT BOOK 1, PAGE 5A OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA  
SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST  
CITY OF SUNRISE-BROWARD COUNTY-FLORIDA

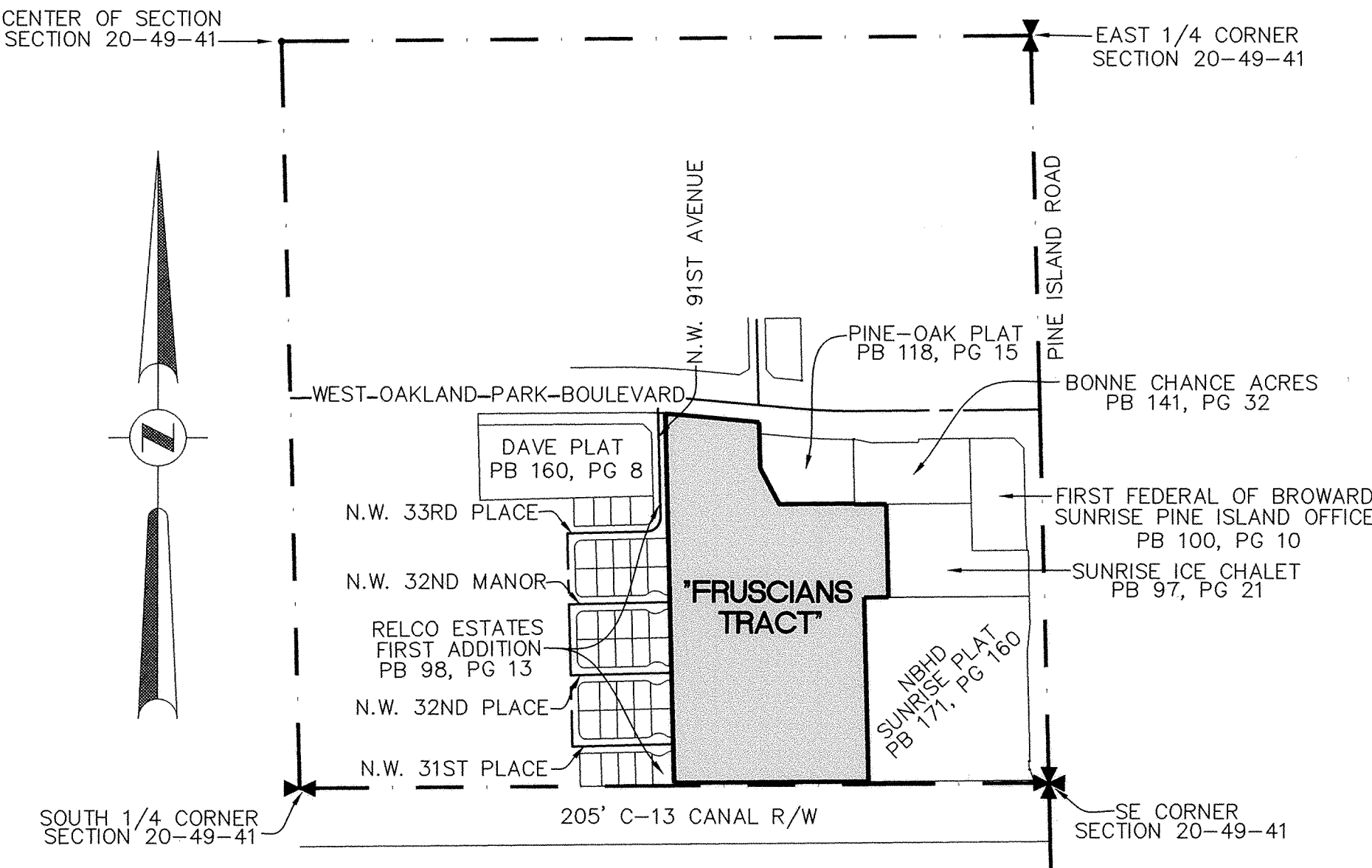
LEGAL DESCRIPTION:

A PORTION OF TRACTS 6, 7, 8 23 AND 24 OF "CHAMBERS LAND COMPANYS SUBDIVISION" OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AS RECORDED IN PLAT BOOK 1 AT PAGE 5A OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 23; THENCE NORTH 01°26'59" WEST, ALONG THE WEST LINE OF SAID TRACT 23 FOR 1300.23 FEET TO A POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF WEST OAKLAND PARK BOULEVARD, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 03°36'32" WEST FROM SAID POINT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1849.86 FEET THROUGH A CENTRAL ANGLE OF 1°35'26" FOR AN ARC DISTANCE OF 51.35 FEET TO A POINT OF TANGENCY; THENCE SOUTH 84°48'02" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, FOR 280.85 FEET TO THE INTERSECTION WITH THE WEST LINE OF "PINE-OAK PLAT" AS RECORDED IN PLAT BOOK 118 AT PAGE 15 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°27'03" EAST ALONG THE WEST LINE OF SAID PLAT FOR 161.83 FEET; THENCE SOUTH 27°49'14" EAST, CONTINUING ALONG SAID WEST LINE FOR 143.49 FEET TO THE SOUTHWEST CORNER OF PARCEL "A" OF SAID "PINE-OAK PLAT; THENCE NORTH 89°31'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL "A" FOR 266.33 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°27'07" EAST ALONG THE WEST LINE OF PARCEL "A" OF "BONNE CHANCE ACRES" AS RECORDED IN PLAT BOOK 141 AT PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 2.51 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°31'00" EAST ALONG THE SOUTH LINE OF SAID PARCEL "A" FOR 110.71 FEET TO THE NORTHWEST CORNER OF PARCEL "A" OF "SUNRISE ICE CHALET" AS RECORDED IN PLAT BOOK 97 AT PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°27'13" EAST ALONG THE WEST LINE OF SAID PARCEL "A" FOR 328.78 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A", SAID POINT BEING ON THE SOUTH LINE OF AFOREMENTIONED TRACT 6; THENCE SOUTH 89°31'15" WEST ALONG THE SOUTH LINE OF SAID TRACT 6, FOR 85.70 FEET TO THE INTERSECTION WITH A LINE LYING 25.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF AFOREMENTIONED TRACT 24; THENCE SOUTH 01°27'07" EAST, ON SAID PARALLEL LINE FOR 647.67 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF AFOREMENTIONED TRACT 8; THENCE SOUTH 89°31'38" WEST ALONG THE SOUTH LINE OF TRACTS 8, 24 AND 23 FOR 685.22 FEET TO THE POINT OF BEGINNING.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND CONTAINS 803,648 SQUARE FEET OR 18.4492 ACRES.

PREPARED BY  
**PULICE LAND SURVEYORS, INC.**  
5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
(954) 572-1777  
FAX NO. (954) 572-1778  
MAY 2002

CFN # 105463827,  
Page1 of 4  
Recorded 10/17/2005 at 03:25 PM

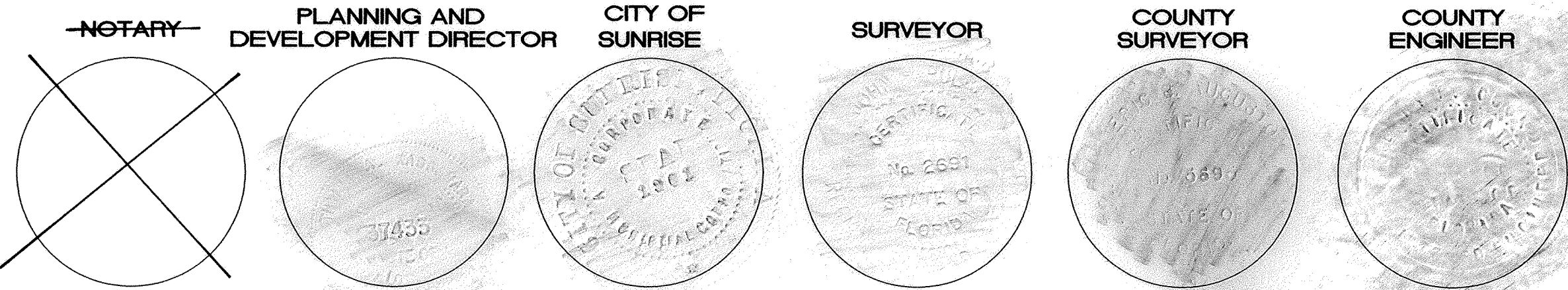


LOCATION MAP  
S.E. 1/4 SECTION 20-49-41  
SCALE: 1" = 500'

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY, THAT THE ATTACHED PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND RECENTLY SURVEYED, SUBDIVIDED AND PLATTED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION. THAT THE SURVEY DATA COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES AND WITH THE APPLICABLE SECTION OF CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE. AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS WERE SET THIS 17<sup>th</sup> DAY OF OCTOBER, 2003, IN ACCORDANCE WITH SECTION 177.091 OF SAID CHAPTER 177. THE BENCHMARKS SHOWN HEREON ARE REFERENCED TO NATIONAL GEODETIC VERTICAL DATUM AND CONFORM TO STANDARDS FOR THIRD ORDER WORK. PERMANENT CONTROL POINTS WILL BE SET WITHIN ONE YEAR OF THE DATE THIS PLAT IS RECORDED OR PRIOR TO THE EXPIRATION OF THE BOND OR OTHER SURETY INSURING CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

John F. Pulice 10-17-03  
JOHN F. PULICE, PRESIDENT DATE  
REG. LAND SURVEYOR #2691  
STATE OF FLORIDA  
PULICE LAND SURVEYORS, INC.  
5381 NOB HILL ROAD  
SUNRISE, FLORIDA  
CERTIFICATE OF AUTHORIZATION NUMBER LB3870



CITY COMMISSION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD BY THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, AND PASSED BY RESOLUTION NO. 03-160 ADOPTED THIS 28<sup>th</sup> DAY OF October, 2003, AND IN ACCEPTING THIS PLAT ALL PREVIOUS PLATS OF SAID LANDS ARE CANCELED AND SUPERSEDED.

NO BUILDING PERMITS SHALL BE ISSUED FOR THE CONSTRUCTION, EXPANSION, AND/OR CONVERSION OF A BUILDING WITHIN THIS PLAT UNTIL SUCH TIME AS THE DEVELOPER PROVIDES THIS MUNICIPALITY WITH WRITTEN CONFIRMATION FROM BROWARD COUNTY THAT ALL APPLICABLE IMPACT FEES HAVE BEEN PAID OR ARE NOT DUE.

BY: Silvia B. Teron MAYOR BY: Luiz Bravo CITY CLERK

DEPARTMENT OF PLANNING AND DEVELOPMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS 2<sup>nd</sup> DAY OF DECEMBER, 2003.

BY: Thomas A. Kassarav  
CITY PLANNING AND DEVELOPMENT DIRECTOR

BROWARD COUNTY DEPARTMENT OF URBAN PLANNING AND REDEVELOPMENT:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD THIS 13 DAY OF October, 2003.

BY: Patricia Jull  
DIRECTOR/DESIGNEE

BROWARD COUNTY PLANNING COUNCIL:

THIS IS TO CERTIFY: THAT THE BROWARD COUNTY PLANNING COUNCIL APPROVED THIS PLAT SUBJECT TO ITS COMPLIANCE WITH THE DEDICATION OF RIGHTS-OF-WAY FOR TRAFFICWAYS THIS 20<sup>th</sup> DAY OF November, 2003.

BY: John Billings  
CHAIRPERSON

THIS PLAT COMPLIES WITH THE APPROVAL OF THE BROWARD COUNTY PLANNING COUNCIL OF THE ABOVE DATE AND IS APPROVED AND ACCEPTED FOR RECORD THIS 13 DAY OF October, 2003.

BY: David B. Smith  
EXECUTIVE DIRECTOR OR DESIGNEE

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT  
COUNTY RECORDS DIVISION-MINUTES SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 13<sup>th</sup> DAY OF April, 2004.

ATTEST: ROGER J. DESJARLAIS, COUNTY ADMINISTRATOR  
BY: Charles J. Jacobs DEPUTY COUNTY CLERK  
CREATED OCT 1ST 1915

BROWARD COUNTY FINANCE AND ADMINISTRATIVE SERVICES DEPARTMENT,  
COUNTY RECORDS DIVISION-RECORDING SECTION:

THIS IS TO CERTIFY: THAT THIS PLAT WAS FILED FOR RECORD ON THIS 17<sup>th</sup> DAY OF October, 2003, AND RECORDED IN PLAT BOOK 175 PAGE 55, RECORD VERIFIED.  
ATTEST: ROGER J. DESJARLAIS, COUNTY ADMINISTRATOR

BY: Gregory M. Ellis DEPUTY  
CREATED OCT 1ST 1915

BROWARD COUNTY HIGHWAY CONSTRUCTION AND ENGINEERING DIVISION:

THIS IS TO CERTIFY: THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED FOR RECORD.

BY: Eric B. Augusto DATE: 10-11-2005 BY: Henry P. Cook DATE: 10-12-05  
ERIC B. AUGUSTO HENRY P. COOK  
BROWARD COUNTY SURVEYOR DIRECTOR OF ENGINEERING  
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA PROFESSIONAL ENGINEER  
STATE OF FLORIDA REGISTRATION NUMBER #LS 5695 REGISTRATION NUMBER 12506



# "FRUSCIANS TRACT"

CFN #105463827  
Page2 of 4

SHEET 2 OF 4 SHEETS

A REPLAT OF A PORTION OF TRACTS 6, 7, 8, 23 AND 24, "CHAMBERS LAND COMPANY'S SUBDIVISION" AS RECORDED  
PLAT BOOK 1, PAGE 5A OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA  
SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST  
CITY OF SUNRISE-BROWARD COUNTY-FLORIDA

PREPARED BY  
**PULICE LAND SURVEYORS, INC.**  
5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
(954) 572-1777  
FAX NO. (954) 572-1778  
MAY 2002

**DEDICATION:**  
STATE OF FLORIDA ss  
COUNTY OF BROWARD  
KNOW ALL MEN BY THESE PRESENTS:  
THAT JOHN C. FRUSCIANTE AND LYDIA  
FRUSCIANTE, THE OWNERS OF THE  
LANDS SHOWN AND DESCRIBED HEREON,  
HAVE CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN  
HEREON, SAID PLAT TO BE KNOWN AS "FRUSCIANS TRACT", A REPLAT.

THE ADDITIONAL RIGHT-OF-WAY AS SHOWN HEREON IS HEREBY DEDICATED TO THE  
PUBLIC FOR PROPER PURPOSES.  
THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR  
THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.  
THE INGRESS/EGRESS EASEMENT SHOWN HEREON IS HEREBY RESERVED  
FOR INGRESS/EGRESS TO PARCEL "A" OF THIS PLAT AND TO PARCEL  
"A" OF "PINE-OAK PLAT", PLAT BOOK 118, PAGE 15, BROWARD COUNTY  
RECORDS.

**DEDICATION:**  
STATE OF FLORIDA ss  
COUNTY OF BROWARD  
KNOW ALL MEN BY THESE PRESENTS:  
THAT JOHN AUGUSTUS FRUSCIANTE AND  
~~MARGARET FRUSCIANTE~~ THE OWNERS OF  
THE LANDS SHOWN AND DESCRIBED  
HEREON, HAVE CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS  
SHOWN HEREON, SAID PLAT TO BE KNOWN AS "FRUSCIANS TRACT", A REPLAT.

THE ADDITIONAL RIGHT-OF-WAY AS SHOWN HEREON IS HEREBY DEDICATED TO THE  
PUBLIC FOR PROPER PURPOSES.  
THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR  
THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.  
THE INGRESS/EGRESS EASEMENT SHOWN HEREON IS HEREBY RESERVED  
FOR INGRESS/EGRESS TO PARCEL "A" OF THIS PLAT AND TO PARCEL  
"A" OF "PINE-OAK PLAT", PLAT BOOK 118, PAGE 15, BROWARD COUNTY  
RECORDS.

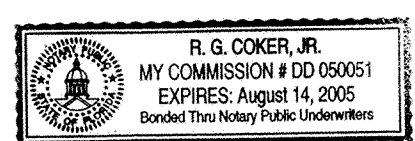
**DEDICATION:**  
STATE OF FLORIDA ss  
COUNTY OF BROWARD  
KNOW ALL MEN BY THESE PRESENTS:  
THAT DOLORES L. NORDIN AND GERARD  
C. NORDIN, THE OWNERS OF THE  
LANDS SHOWN AND DESCRIBED HEREON,  
HAVE CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN  
HEREON, SAID PLAT TO BE KNOWN AS "FRUSCIANS TRACT", A REPLAT.

THE ADDITIONAL RIGHT-OF-WAY AS SHOWN HEREON IS HEREBY DEDICATED TO THE  
PUBLIC FOR PROPER PURPOSES.  
THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR  
THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.  
THE INGRESS/EGRESS EASEMENT SHOWN HEREON IS HEREBY RESERVED  
FOR INGRESS/EGRESS TO PARCEL "A" OF THIS PLAT AND TO PARCEL  
"A" OF "PINE-OAK PLAT", PLAT BOOK 118, PAGE 15, BROWARD COUNTY  
RECORDS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL, IN THE 3  
STATE OF FLORIDA, COUNTY OF BROWARD, THIS 28th DAY OF November 2002.

WITNESSES:  
PRINT NAME: R. G. Coker Jr. JOHN C. FRUSCIANTE  
PRINT NAME: C. F. Johnston  
PRINT NAME: R. G. Coker Jr. LYDIA FRUSCIANTE  
PRINT NAME: C. F. Johnston

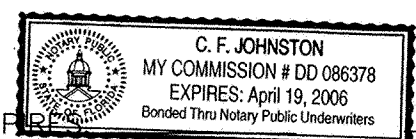
**ACKNOWLEDGEMENT:**  
STATE OF FLORIDA ss  
COUNTY OF BROWARD  
I HEREBY CERTIFY: THAT ON THIS  
DAY PERSONALLY APPEARED BEFORE  
ME JOHN C. FRUSCIANTE AND LYDIA  
FRUSCIANTE, HIS WIFE, TO ME WELL  
KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING  
INSTRUMENT, AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE  
SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN  
EXPRESSED. THEY ARE PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

WITNESS MY HAND AND SEAL THIS 23 DAY OF November, 2002.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  


IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL, IN THE 3  
STATE OF FLORIDA, COUNTY OF BROWARD, THIS 28th DAY OF July 2002.

WITNESSES:  
PRINT NAME: R. G. Coker Jr. JOHN AUGUSTUS FRUSCIANTE  
PRINT NAME: C. F. Johnston  
PRINT NAME: R. G. Coker Jr. MARGARET FRUSCIANTE  
PRINT NAME: C. F. Johnston

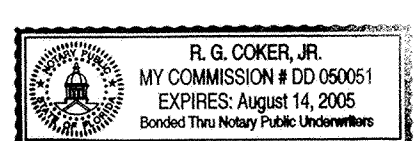
**ACKNOWLEDGEMENT:**  
STATE OF FLORIDA ss  
COUNTY OF BROWARD  
I HEREBY CERTIFY: THAT ON THIS  
DAY PERSONALLY APPEARED BEFORE  
ME JOHN AUGUSTUS FRUSCIANTE AND  
MARGARET FRUSCIANTE, TO ME WELL  
KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING  
INSTRUMENT, AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE  
SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN  
EXPRESSED. THEY ARE PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

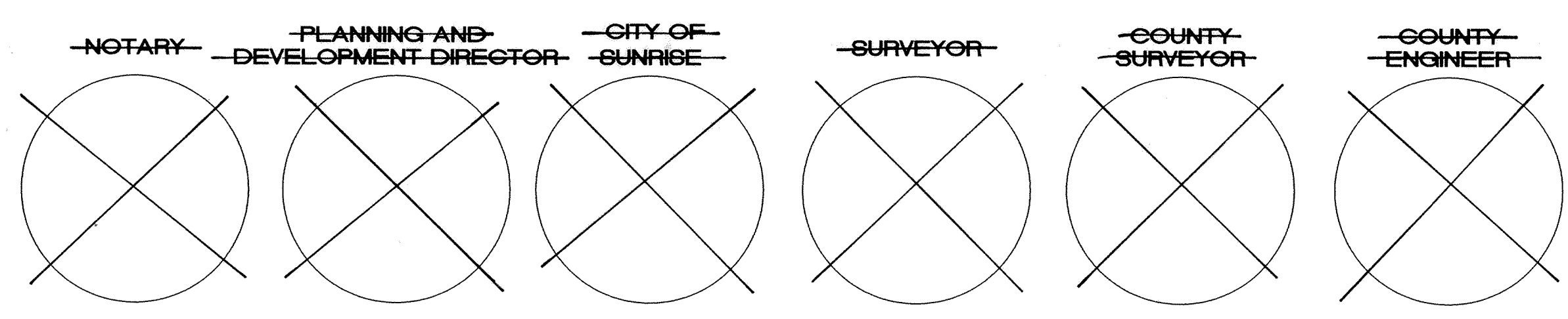
WITNESS MY HAND AND SEAL THIS 25th DAY OF July, 2002.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  


IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL, IN THE 3  
STATE OF FLORIDA, COUNTY OF BROWARD, THIS 28th DAY OF November 2002.

WITNESSES:  
PRINT NAME: R. G. Coker Jr. DOLORES L. NORDIN  
PRINT NAME: C. F. Johnston  
PRINT NAME: R. G. Coker Jr. GERARD C. NORDIN  
PRINT NAME: C. F. Johnston

**ACKNOWLEDGEMENT:**  
STATE OF FLORIDA ss  
COUNTY OF BROWARD  
I HEREBY CERTIFY: THAT ON THIS  
DAY PERSONALLY APPEARED BEFORE  
ME DOLORES L. NORDIN AND  
GERARD C. NORDIN, TO ME WELL  
KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING  
INSTRUMENT, AND WHO ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE  
SAME FREELY AND VOLUNTARILY FOR THE USES AND PURPOSES THEREIN  
EXPRESSED. THEY ARE PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

WITNESS MY HAND AND SEAL THIS 23 DAY OF November, 2002.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE  


NOTARY PLANNING AND CITY OF SURVEYOR COUNTY SURVEYOR COUNTY ENGINEER  
DEVELOPMENT DIRECTOR SUNRISE  








"FRUSCIANS TRACT"

CFN #105463827  
Page 4 of 4

SHEET 4 OF 4 SHEETS

A REPLAT OF A PORTION OF TRACTS 6, 7, 8, 23 AND 24, "CHAMBERS LAND COMPANY'S SUBDIVISION" AS RECORDED  
PLAT BOOK 1, PAGE 5A OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA  
SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST  
CITY OF SUNRISE-BROWARD COUNTY-FLORIDA

PREPARED BY  
PULICE LAND SURVEYORS, INC.  
5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
(954) 572-1777  
FAX NO. (954) 572-1778  
MAY 2002

**DEDICATION:**  
STATE OF FLORIDA ss  
COUNTY OF BROWARD  
KNOW ALL MEN BY THESE PRESENTS:  
THAT FRANK H. WOODWARD AND REGINA  
WOODWARD BARR, THE OWNERS OF THE  
LANDS SHOWN AND DESCRIBED HEREON,  
HAVE CAUSED SAID LANDS TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON,  
SAID PLAT TO BE KNOWN AS "FRUCIANS TRACT", A REPLAT.

THE ADDITIONAL RIGHT-OF-WAY AS SHOWN HEREON IS HEREBY DEDICATED TO THE  
PUBLIC FOR PROPER PURPOSES.

THE UTILITY EASEMENTS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR  
THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

THE INGRESS/EGRESS EASEMENT SHOWN HEREON IS HEREBY RESERVED  
FOR INGRESS/EGRESS TO PARCEL "A" OF THIS PLAT AND TO PARCEL  
"A" OF "PINE-OAK PLAT", PLAT BOOK 118, PAGE 15, BROWARD COUNTY  
RECORDS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL IN THE  
STATE OF FLORIDA, COUNTY OF BROWARD, THIS 4 DAY OF October, 2005.

WITNESSES:

Robert J. Johnston  
PRINT NAME: Robert J. Johnston  
C.F. Johnston  
PRINT NAME: C.F. Johnston  
Dolores L. Nordin  
DOLORES L. NORDIN  
ATTORNEY IN FACT

**MORTGAGEE CONSENT**

STATE OF ~~FLORIDA~~ VA. S.S.  
COUNTY OF ~~BROWARD~~ Roanoke

KNOW ALL MEN BY THESE PRESENTS: WACHOVIA BANK, NATIONAL ASSOCIATION,  
A NATIONAL BANKING ASSOCIATION, OWNER AND HOLDER OF THAT CERTAIN  
MORTGAGE RECORDED IN THE OFFICIAL RECORDS BOOK 35815, AT PAGE 501 OF  
THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, DOES HEREBY CONSENT  
TO AND JOIN IN THE MAKING AND FILING FOR RECORD OF THE ATTACHED  
"FRUCIANS TRACT", A REPLAT AND TO THE DEDICATION AS SHOWN HEREON.

IN WITNESS: THE UNDERSIGNED HAVE HEREUNTO SET THEIR HANDS AND THE  
CORPORATE SEAL AFFIXED THERETO THIS 25 DAY OF November, 2003.

WITNESS: Stephanie Cooper  
PRINT NAME: Stephanie Cooper  
BY: Theresa B. Swain  
PRINT NAME: Theresa B. Swain  
TITLE: Asst. Vice President  
WITNESS: Phyllis Lusk  
PRINT NAME: Phyllis Lusk

**ACKNOWLEDGEMENT OF MORTGAGEE:**

STATE OF ~~FLORIDA~~ VA. S.S. I HEREBY CERTIFY: THAT ON THIS DAY PERSONALLY  
APPEARED BEFORE ME AN OFFICER DULY AUTHORIZED  
COUNTY OF ~~BROWARD~~ Roanoke TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS,  
Irena Swain OF WACHOVIA BANK,  
NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION, WHO IS PERSONALLY  
KNOWN TO ME OR WHO HAS PRODUCED AS IDENTIFICATION  
AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE  
EXECUTION. Irena Swain AS Asst. Vice President THEREOF TO  
BE THEIR FREE ACT AND AS DEED AS SUCH OFFICER FOR THE PURPOSES THEREIN  
EXPRESSED AND WHO DID NOT TAKE AN OATH.

WITNESS: MY HAND AND OFFICIAL SEAL THIS 25 DAY OF November, A.D., 2003.

Lucy E. Via  
NOTARY PUBLIC - STATE OF FLORIDA VA  
MY COMMISSION EXPIRES: 1/31/04 PRINT NAME: Lucy E. Via

**ACKNOWLEDGEMENT:**

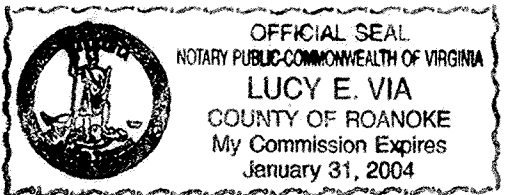
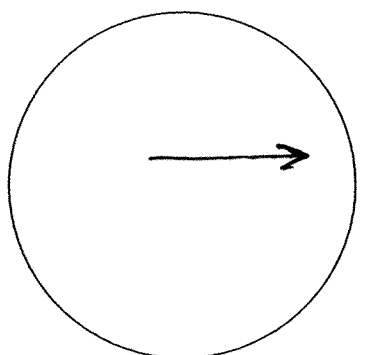
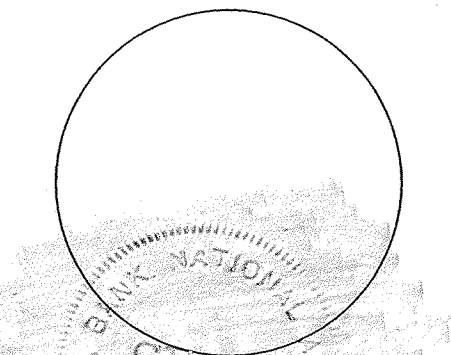
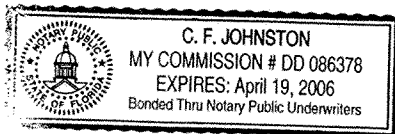
STATE OF FLORIDA ss  
COUNTY OF BROWARD  
I HEREBY CERTIFY: THAT ON THIS  
DAY PERSONALLY APPEARED BEFORE  
ME DOLORES L. NORDIN, ATTORNEY IN  
FACT FOR FRANK H. WOODWARD AND  
REGINA WOODWARD BARR, TO ME WELL KNOWN TO BE THE PERSON DESCRIBED  
IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED  
BEFORE ME THAT SHE EXECUTED THE SAME FREELY AND VOLUNTARILY FOR  
THE USES AND PURPOSES THEREIN EXPRESSED. SHE IS PERSONALLY KNOWN  
TO ME AND DID NOT TAKE AN OATH.

WITNESS MY HAND AND SEAL THIS 15th DAY OF October, 2005.

MY COMMISSION EXPIRES: 4/19/06  
C.F. Johnston  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

WACHOVIA BANK,  
NATIONAL ASSOCIATION

MORTGAGEE'S  
ACKNOWLEDGEMENT





Community Development Department – Engineering Division  
10770 West Oakland Park Boulevard, Sunrise, FL 33351  
P: 954.746.3270 F: 954.746.3287

**PREPARED BY:**

**Thomas P. Moss, City Attorney**  
**City of Sunrise**  
**10770 West Oakland Park Boulevard**  
**Sunrise, Florida 33351**

**RETURN TO:**

**City Engineer**  
**City of Sunrise**  
**10770 West Oakland Park Boulevard**  
**Sunrise, Florida 33351**

**UTILITY EASEMENT**

**THIS UTILITY EASEMENT** is made and executed this 20 25 day of 20 25, by HUMBOLDT 18, LLC, a Florida limited liability company whose mailing address is 19495 Biscayne Blvd., Suite 608, Aventura, FL 33180 (hereinafter referred to as the "Grantor") to the City of Sunrise, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as the "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies, and quasi-public bodies.)

**WITNESSETH:**

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Broward County, Florida, as more particularly described on Exhibit "A," which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant unto the Grantee, an exclusive perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, reclaimed water systems, natural gas lines, LP gas lines and tanks, messages or telecommunications and all appurtenances relative to these facilities or systems (hereinafter referred to as "Facilities and Systems"). Grantee shall preclude the use by other utilities of this perpetual exclusive utility easement, such as for cable TV, telephone, communication, electric or gas; unless otherwise authorized in writing by the Grantor by way of amendment of this exclusive perpetual utility easement.



2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such Facilities and Systems in, upon, over, under, through and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and use thereof for the purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Land that might interfere with the purposes for which such Facilities and Systems are or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors, or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above Facilities and Systems which are located in the Easement Area.
3. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns, shall have all of the rights to the Easement Land as stated herein.
4. Grantor hereby agrees that Grantee's sole obligation after the completion of any construction, installation, reconstruction, rebuilding, replacement, or repairing the Facilities and Systems served by the Easement Land shall be limited to adequately filling and compacting any excavation to a finished grade. Grantor agrees to be solely responsible for removing and restoring, and shall hold the Grantee harmless from, any damages to the improvements now or hereafter existing on the Easement Land including, without limitation, pavers, stamped concrete, landscaping, fencing and concrete pillars, or any other requirements imposed by the City's Code of Ordinances.
5. No change, alteration, modification or amendment may be made to this Easement without the express written consent of Grantor and Grantee.
6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars (\$10) receipt of which is hereby acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.
7. The provisions of Chapter 15 of the City Code of Ordinances, as amended from time to time, are incorporated in this Easement.

*(The remainder of this page has been intentionally left blank.)*



Community Development Department – Engineering Division  
10770 West Oakland Park Boulevard, Sunrise, FL 33351  
P: 954.746.3270 F: 954.746.3287

### ACKNOWLEDGEMENT OF CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

Witnesses:

[Signature]  
Witness Signature  
FELIPE MENDEZ

Printed Name of Witness  
9429 HARDING AVE, SURFIDE FL 33154  
Witness Address

[Signature]  
Witness Signature  
Diego Guerrero

Printed Name of Witness  
9429 Harding Ave, Surfside, FL 33154  
Witness Address

HUMBOLDT 18, LLC, a Florida limited liability company

Name of Corporation

By: [Signature]  
Lauren laslovits

Title: Manager

Attest: \_\_\_\_\_  
Corporate Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or

☐ online notarization, this 10 day of FEBRUARY, 2025,

by Lauren laslovits (name of person)

as Manager (type of authority, e.g. officer, trustee, attorney in fact)

for HUMBOLDT 18, LLC, a Florida limited liability company (name of party on behalf of whom instrument  
was executed).



IRMA ONA  
Commission # HH 624779  
Expires January 1, 2029

[Signature]  
Signature of Notary Public – State of Florida

IRMA ONA  
Print, type or stamp commissioned name  
of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced I241-521-65-945-0





Community Development Department – Engineering Division  
10770 West Oakland Park Boulevard, Sunrise, FL 33351  
P: 954.746.3270 F: 954.746.3287

### JOINDER AND CONSENT OF MORTGAGEE

a Texas limited partnership,  
MORGAN FAMILY PARTNERS, LTD., being the holder of that certain mortgage dated  
the 17th day of January 20<sup>25</sup>, and recorded the 17th day  
of January 20<sup>25</sup>, under Instrument Number 120004773, in Official Record Book \_\_\_\_\_, at Page \_\_\_\_\_, of  
the Public Records of Broward County, Florida, hereby consents and subordinates its  
mortgage to the foregoing Utility Easement.

Witnesses:

MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership  
Mortgage Holder

Julie Stephenson  
Witness Signature  
Julie Stephenson  
Printed Name of Witness  
6110 Abington way, Houston, Tx  
Witness Address 77008

By: [Signature]  
Michael S. Morgan  
Title: Managing Partner

[Signature]  
Witness Signature  
Di Wang  
Printed Name of Witness  
3200 Richmond Ave, Houston Tx  
Witness Address 77098

STATE OF FLORIDA TEXAS  
COUNTY OF HARRIS

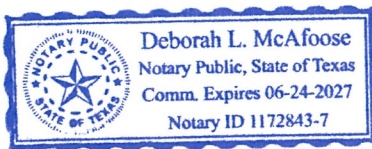
The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or

☐ online notarization, this 10th day of February, 20 25,

by Michael S. Morgan (name of person)

as Managing Partner (type of authority, e.g. officer, trustee, attorney in fact)

for MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership (name of party on behalf of whom instrument  
was executed).



[Signature]  
Signature of Notary Public – State of Florida Texas

Deborah L. McAfoose  
Print, type or stamp commissioned name  
of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced \_\_\_\_\_



Community Development Department – Engineering Division  
10770 West Oakland Park Boulevard, Sunrise, FL 33351  
P: 954.746.3270 F: 954.746.3287

### JOINDER AND CONSENT OF MORTGAGEE

MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership, being the holder of that certain mortgage dated the 17th day of January, 2025, and recorded the 17th day of January, 2025, under Instrument Number 120004773, in Official Record Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Broward County, Florida, hereby consents and subordinates its mortgage to the foregoing Utility Easement.

Witnesses:

MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership  
Mortgage Holder

Julie Stephenson

Witness Signature

Julie Stephenson

Printed Name of Witness

6110 Abington Way, Houston, Tx  
77008

Witness Address

MM

Witness Signature

Di Wang

Printed Name of Witness

3000 Richmond Ave, Houston TX

Witness Address

77008

By:

Patricia B. Morgan

Title: Managing Partner

STATE OF ~~FLORIDA~~ TEXAS

COUNTY OF HARRIS

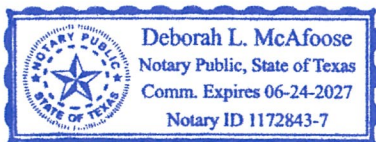
The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 10<sup>th</sup> day of February, 2025,

by Patricia B. Morgan (name of person)

as Managing Partner (type of authority, e.g. officer, trustee, attorney in fact)

for MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership (name of party on behalf of whom instrument was executed).



Deborah L. McAfoose

Signature of Notary Public – State of Florida Texas

Deborah L. McAfoose



Print, type or stamp commissioned name of Notary Public

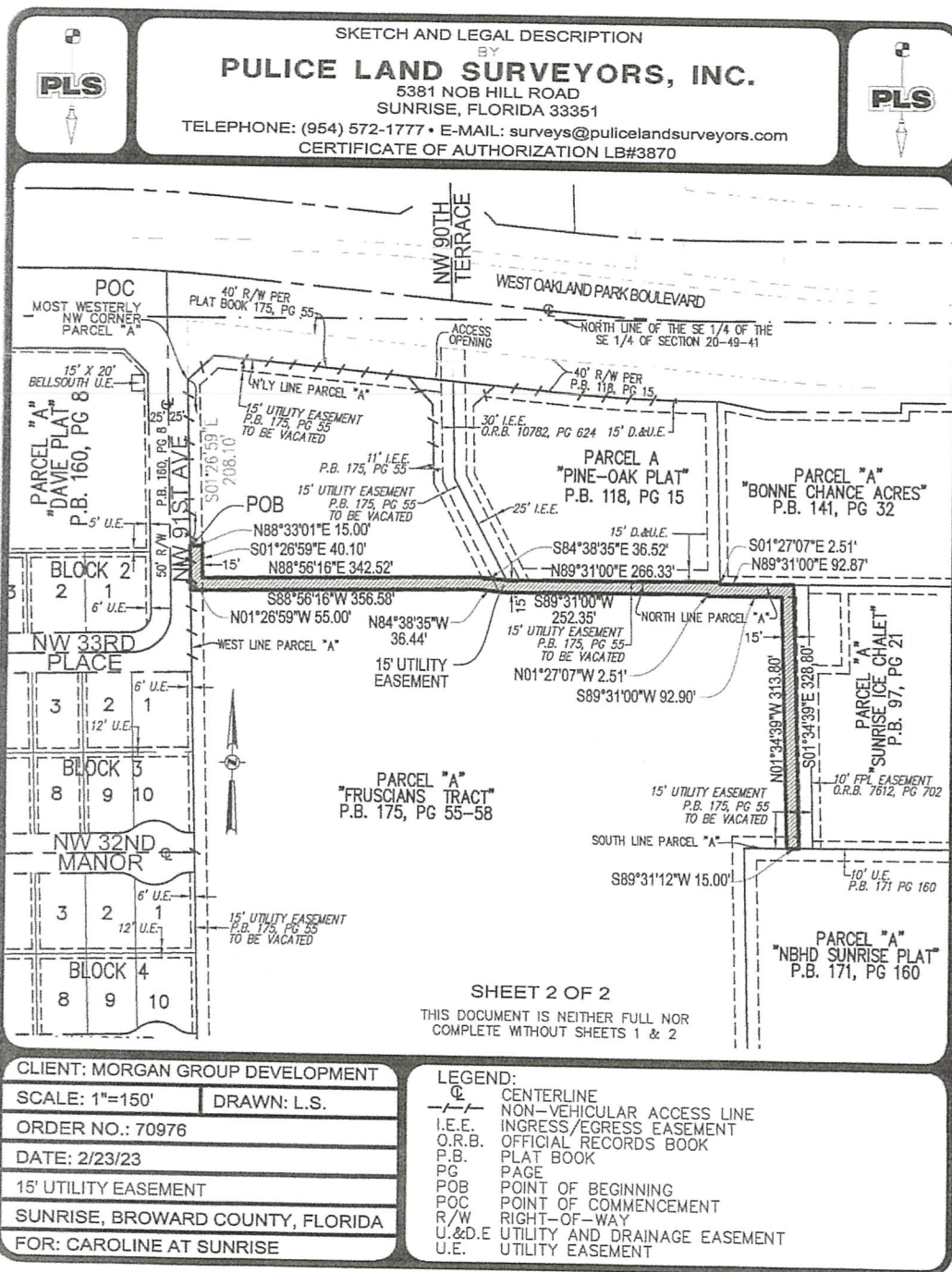
Personally Known OR Produced Identification

Type of Identification Produced \_\_\_\_\_



Exhibit A

	<p>SKETCH AND LEGAL DESCRIPTION</p> <p><b>PULICE LAND SURVEYORS, INC.</b></p> <p>5381 NOB HILL ROAD SUNRISE, FLORIDA 33351</p> <p>TELEPHONE: (954) 572-1777 • E-MAIL: <a href="mailto:surveys@pulicelandsurveyors.com">surveys@pulicelandsurveyors.com</a> CERTIFICATE OF AUTHORIZATION LB#3870</p>													
<p><b>LEGAL DESCRIPTION: (15' UTILITY EASEMENT)</b></p> <p>A PORTION OF PARCEL "A", "FRUSCIANS TRACT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGES 55 THRU 58, INCLUSIVE, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p><b>COMMENCING</b> AT THE MOST WESTERLY NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 01°26'59" EAST ALONG THE WEST LINE OF SAID PARCEL "A" 208.10 FEET TO THE <b>POINT OF BEGINNING</b>; THENCE NORTH 88°33'01" EAST 15.00 FEET; THENCE SOUTH 01°26'59" EAST ALONG A LINE LYING 15.00 FEET EAST OF AND PARALLEL TO SAID WEST LINE 40.10 FEET; THENCE NORTH 88°56'16" EAST 342.52 FEET; THENCE SOUTH 84°38'35" EAST 36.52 FEET; THENCE ALONG A NORTH LINE OF SAID PARCEL "A", THE FOLLOWING THREE (3) COURSES: 1) NORTH 89°31'00" EAST 266.33 FEET; 2) SOUTH 01°27'07" EAST 2.51 FEET; 3) NORTH 89°31'00" EAST 92.87 FEET; THENCE SOUTH 01°34'39" EAST 328.80 FEET TO A POINT ON A SOUTH LINE OF SAID PARCEL "A"; THENCE SOUTH 89°31'12" WEST ALONG SAID SOUTH LINE 15.00 FEET; THENCE NORTH 01°34'39" WEST 313.80 FEET; THENCE ALONG A LINE LYING 15.00 FEET SOUTH OF AND PARALLEL TO SAID NORTH LINE, THE FOLLOWING THREE (3) COURSES: 1) SOUTH 89°31'00" WEST 92.90 FEET; 2) NORTH 01°27'07" WEST 2.51 FEET; 3) SOUTH 89°31'00" WEST 252.35 FEET; THENCE NORTH 84°38'35" WEST 36.44 FEET; THENCE SOUTH 88°56'16" WEST 356.58 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 01°26'59" WEST ALONG SAID WEST LINE 55.00 FEET TO THE <b>POINT OF BEGINNING</b>.</p> <p>SAID EASEMENT LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 16,644 SQUARE FEET, MORE OR LESS.</p>														
<p><b>NOTES:</b></p> <ol style="list-style-type: none"> <li>THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</li> <li>BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1929 (1990 ADJUSTMENT), WITH THE WEST LINE OF PARCEL "A" BEING S01°26'59"E AS SHOWN ON SAID PLAT.</li> <li>THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.</li> <li>ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS.</li> </ol>														
<p>CLIENT: MORGAN GROUP DEVELOPMENT</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">SCALE: N/A</td> <td style="width: 50%;">DRAWN: L.S.</td> </tr> <tr> <td colspan="2">ORDER NO.: 70976</td> </tr> <tr> <td colspan="2">DATE: 2/23/23</td> </tr> <tr> <td colspan="2">15' UTILITY EASEMENT</td> </tr> <tr> <td colspan="2">SUNRISE, BROWARD COUNTY, FLORIDA</td> </tr> <tr> <td colspan="2">FOR: CAROLINE AT SUNRISE</td> </tr> </table>		SCALE: N/A	DRAWN: L.S.	ORDER NO.: 70976		DATE: 2/23/23		15' UTILITY EASEMENT		SUNRISE, BROWARD COUNTY, FLORIDA		FOR: CAROLINE AT SUNRISE		<p>SHEET 1 OF 2</p> <p style="font-size: 1.2em;"><b>John F Pulice</b></p> <p>THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 &amp; 2 Digitally signed by John F. Pulice Date: 2023.03.13 09:18:56 -04'00'</p> <p><input type="checkbox"/> JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691 <input type="checkbox"/> VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274 <input type="checkbox"/> DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290 STATE OF FLORIDA</p>
SCALE: N/A	DRAWN: L.S.													
ORDER NO.: 70976														
DATE: 2/23/23														
15' UTILITY EASEMENT														
SUNRISE, BROWARD COUNTY, FLORIDA														
FOR: CAROLINE AT SUNRISE														







## SKETCH AND LEGAL DESCRIPTION

BY  
**PULICE LAND SURVEYORS, INC.**5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com  
CERTIFICATE OF AUTHORIZATION LB#3870**LEGAL DESCRIPTION: 15' UTILITY EASEMENT**

A PORTION OF PARCEL "A", "FRUSCIANS TRACT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 55-58, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT THE SOUTHERNMOST SOUTHWEST CORNER OF PARCEL A, "PINE OAK PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 118, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 65°23'39" EAST 35.39 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°31'00" EAST 15.78 FEET; THENCE SOUTH 18°35'23" EAST 168.01 FEET; THENCE SOUTH 17°04'22" EAST 147.13 FEET; THENCE SOUTH 89°58'59" EAST 100.76 FEET; THENCE NORTH 89°09'35" EAST 139.58 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID PARCEL "A". PLAT BOOK 175, PAGES 55-58, ALSO BEING THE WEST LINE OF PARCEL "A", "SUNRISE ICE CHALET", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 97, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE SOUTH 01°27'13" EAST ALONG SAID EASTERLY LINE AND ALONG SAID WEST LINE 15.00 FEET; THENCE SOUTH 89°09'35" WEST 139.85 FEET; THENCE NORTH 89°58'59" WEST 96.23 FEET; THENCE SOUTH 19°05'03" EAST 155.15 FEET; THENCE SOUTH 22°17'26" EAST 63.57 FEET; THENCE SOUTH 20°33'30" EAST 87.06 FEET; THENCE SOUTH 25°17'13" EAST 62.28 FEET; THENCE SOUTH 61°22'48" WEST 15.03 FEET; THENCE NORTH 25°17'13" WEST 63.77 FEET; THENCE NORTH 20°33'30" WEST 87.45 FEET; THENCE NORTH 22°17'26" WEST 63.76 FEET; THENCE NORTH 19°05'03" WEST 156.75 FEET; THENCE NORTH 17°04'22" WEST 161.99 FEET; THENCE NORTH 18°35'23" WEST 172.72 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 14,113 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED THE WEST LINE OF PARCEL "A", "FRUSCIANS TRACT", PLAT BOOK 175, PAGES 55-58, BEING N01°26'59"W.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

CLIENT: MORGAN GROUP DEVELOPMENT, LLC

SCALE: N/A

DRAWN: M.M.M.

ORDER NO.: 73809

DATE: 1/22/25

15' UTILITY EASEMENT

SUNRISE, BROWARD COUNTY, FLORIDA

FOR: CAROLINE AT SUNRISE

SHEET 1 OF 2

John F

Pulice

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1, & 2  
Digitally signed by John

F Pulice

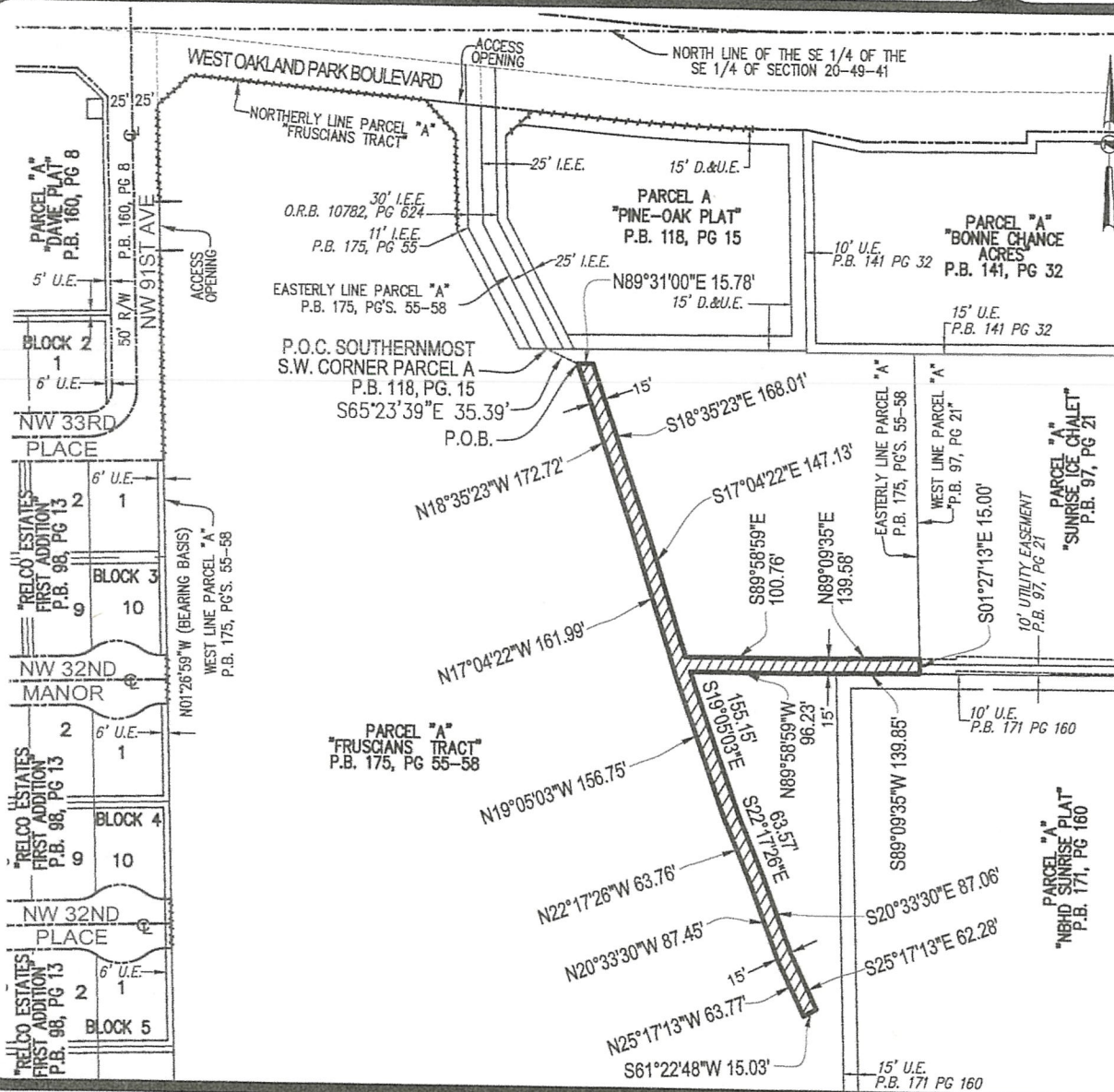
Date: 2025.01.22

15:44:13 -05'00'

☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691  
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274  
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660  
STATE OF FLORIDA



SKETCH AND LEGAL DESCRIPTION  
BY  
**PULICE LAND SURVEYORS, INC.**  
5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com  
CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: MORGAN GROUP DEVELOPMENT, LLC  
SCALE: 1"=150'      DRAWN: M.M.M.  
ORDER NO.: 73809  
DATE: 1/22/25  
15' UTILITY EASEMENT  
SUNRISE, BROWARD COUNTY, FLORIDA  
FOR: CAROLINE AT SUNRISE

**SHEET 2 OF 2**

LEGEND:

CL	CENTERLINE	
D&U.E.	DRAINAGE & UTILITY EASEMENT	U.E. UTILITY EASEMENT
I.E.E.	INGRESS/EGRESS EASEMENT	++++ NON-VEHICULAR ACCESS LINE
O.R.B.	OFFICIAL RECORDS BOOK	
P.B.	PLAT BOOK	
PG.	PAGE	
P.O.B.	POINT OF BEGINNING	
P.O.C.	POINT OF COMMENCEMENT	
R/W	RIGHT-OF-WAY	

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 & 2





## AGENDA ITEM REQUEST

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**Originating Department:** Community Development Department

**Item Title:** Vacation of Platted Easement

**Item Number:** 4D

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25036

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving the Vacation of a Platted Drainage Easement and a Platted Utility Easement on the Sunrise Ice Chalet Plat, as recorded in Plat Book 97, Page 21 of the Public Records of Broward County, Florida; providing for recording of resolution; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

---

**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Resolution - C25036

Exhibit A - Sketch and Legal Description  
Location Map  
Letter of Intent  
Sunrise Ice Chalet Plat, Plat Book 97, Page 21  
New Utility Easement

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**Background:**

In 1978, the Ice Chalet Plat was approved as recorded in Plat Book 97, Page 21, in the Public Records of Broward County. As part of the plat approval, a 15 foot Drainage Easement that extends the entire east perimeter of the plat and a 10 foot Utility Easement that extends the entire south perimeter of the plat was dedicated to the public for uses indicated. The property contained within Plat Book 97, Page 21 is generally located west of Pine Island Road, north of the C-13 canal, and south of Oakland Park Boulevard.

Morgan Group Development, LLC, has submitted an application to vacate the platted 15 foot Drainage Easement that runs along the entire east perimeter of the plat and the 10 foot Utility Easement that runs along the entire south perimeter of the plat. An existing water main is located within the platted Utility Easement. The applicant has provided an easement by separate instrument for the specific area where the existing water main is located.

The Ice Chalet Plat is one of two plats that encompass the Caroline project which received Site Plan approval in November 2023. As a condition of Site Plan approval, vacation of such conflicting platted easements is required. As part of the Site Plan and Engineering Plan process, the onsite utility easements have been accounted for, and the existing utilities onsite will be relocated. Therefore, the platted Utility Easement, as shown on the location map, is not necessary and has been requested to be vacated.

Staff has reviewed the application to vacate the existing 15 foot Drainage Easement and 10 foot Utility Easement dedicated by plat, and finds the easements no longer necessary and recommends approval of such vacation. In order to fully vacate the easements from the plat, the applicant is also required to seek Broward County approval.

For more information on this item, including any of the attachments to this item or additional backup information, please contact the Community Development Department staff member identified below.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Ravi Ramgulam, P.E.

Phone: 954-746-3285

---

**Department Head Name and Title:**

Shannon Ley, P.E., Director of Community Development

---

**City Manager:**

Authorized for agenda placement

---

**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE VACATION OF A PLATTED DRAINAGE EASEMENT AND A PLATTED UTILITY EASEMENT ON THE SUNRISE ICE CHALET PLAT, AS RECORDED IN PLAT BOOK 97, PAGE 21 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; PROVIDING FOR RECORDING OF RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, a Drainage Easement and a Utility Easement (collectively "Easements") were dedicated by the Sunrise Ice Chalet Plat, as recorded in Plat Book 97, Page 21 of the Public Records of Broward County, Florida ("Plat"), pursuant to which the owners of the property, R. Arvin Grabill and Carrie E. Grabill, dedicated the Easements to the public; and

WHEREAS, the Drainage Easement is fifteen (15) feet in width and runs along the east perimeter of the Plat. The Utility Easement is ten (10) feet in width and runs along the entire south perimeter of the Plat; and

WHEREAS, there is an existing water main within a small portion of the platted Utility Easement; and

WHEREAS, the approved Site Plan for the Caroline project generally located south of West Oakland Park Boulevard, north of the C-13 canal, west of Pine Island Road, and east of NW 91<sup>st</sup> Avenue within the City of Sunrise accounted for removal of the platted Easements and relocation of utility mains; and

WHEREAS, the current owner of the property, 3363 Pine Island, LLC, has applied for vacation of the Easements and has provided a separate utility easement for the area where the water main exists; and

WHEREAS, City staff has reviewed the application to vacate the Easements and recommends approval of vacation of the Easements, as more particularly described in the sketch and legal description attached to this Resolution as Exhibit A; and

WHEREAS, the City Commission finds that the Easements are no longer necessary for City use, is no longer required by the City, and that neither the City nor any public utility or other governmental entity has a present or future need for Easements; and

WHEREAS, the City Commission finds that vacation of the Easements will not affect the ownership or right of convenient access of persons owning other parts of the subdivision; and

WHEREAS, the City Commission finds that vacation of the Easements will not adversely affect the public and that the proposed vacation is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. Approval of the Vacation. Vacation of the platted Drainage Easement and the platted Utility Easement on the Sunrise Ice Chalet Plat, as recorded in Plat Book 97, Page 21 of the Public Records of Broward County, Florida, as depicted on the sketch and legal description attached to this Resolution as Exhibit A, is hereby approved.

Section 3. Vacation of the Easements is subject to the owner obtaining approval from the Broward County Board of County Commissioners.

Section 4. The City Clerk is hereby directed to record this Resolution in the Public Records of Broward County, Florida.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

---

Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

---

Thomas P. Moss





SKETCH AND LEGAL DESCRIPTION

BY

**PULICE LAND SURVEYORS, INC.**5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com  
CERTIFICATE OF AUTHORIZATION LB#3870**LEGAL DESCRIPTION: 15' DRAINAGE EASEMENT TO BE VACATED**

ALL OF THAT CERTAIN 15 FOOT WIDE DRAINAGE EASEMENT LYING WITHIN THE EAST 15.00 FEET OF PARCEL "A", "SUNRISE ICE CHALET", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID EASEMENT LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 2,429 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1929 (1990 ADJUSTMENT) WITH THE EAST LINE OF PARCEL "A", BEING S01°27'16"E AS SHOWN ON SAID PLAT.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS.

CLIENT: MORGAN GROUP DEVELOPMENT

SCALE: N/A

DRAWN: L.S.

ORDER NO.: 70766B

DATE: 1/18/23

DRAINAGE EASEMENT VACATION

SUNRISE, BROWARD COUNTY, FLORIDA

FOR: CAROLINE AT SUNRISE

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1, & 2

- ☒ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691  
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274  
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290  
 STATE OF FLORIDA



SKETCH AND LEGAL DESCRIPTION

BY

# PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



WEST OAKLAND PARK BOULEVARD

SOUTH R/W LINE

PARCEL "A"  
"BONNE CHANCE ACRES"  
P.B. 141, PG 32

10' U.E.  
P.B. 141 PG 32

10' U.E.  
P.B. 141 PG 32

15' U.E.  
P.B. 141 PG 32

15' FPL EASEMENT  
O.R.B. 7612, PG 702

NORTH LINE OF PARCEL "A"  
P.B. 97, PG 21

10' FPL EASEMENT  
O.R.B. 7612, PG 702

PARCEL "A"  
"FRUSCIANS TRACT"  
P.B. 175, PG 55-58

WEST LINE OF PARCEL "A"  
P.B. 97, PG 21

PARCEL "A"  
"SUNRISE ICE CHALET"  
P.B. 97, PG 21

10' FPL EASEMENT  
O.R.B. 7612, PG 702

15' U.E.  
O.R.B. 7612, PG 702

10' UTILITY EASEMENT  
P.B. 97, PG 21  
TO BE VACATED

15' U.E.  
O.R.B. 7612, PG 702

15' U.E.  
P.B. 171 PG 160

10' U.E.  
P.B. 171 PG 160

PARCEL "A"  
"NBHD SUNRISE PLAT"  
P.B. 171, PG 160

S89°31'12"W 15.00'

15' U.E.  
P.B. 171 PG 160

PARCEL A  
"FIRST FEDERAL OF BROWARD"  
SUNRISE PINE ISLAND OFFICE  
P.B. 100, PG 10

6' FPL EASEMENT  
O.R.B. 7576, PG 213

N89°31'12"E 15.00'

NORTH LINE OF PARCEL "A"  
P.B. 97, PG 21  
EAST LINE OF PARCEL "A"  
P.B. 97, PG 21

N01°27'16"W 161.95'

15' DRAINAGE EASEMENT  
P.B. 97, PG 21

SOUTH LINE OF PARCEL "A"  
P.B. 97, PG 21

S01°27'16"E 161.95'

NORTH PINE ISLAND ROAD

(NW 88TH AVENUE)

EAST LINE SE 1/4 SECTION 20-49-41

WEST LINE SW 1/4 SECTION 21-49-41



CLIENT: MORGAN GROUP DEVELOPMENT

SCALE: 1"=150'

DRAWN: L.S.

ORDER NO.: 70766B

DATE: 1/18/23

DRAINAGE EASEMENT VACATION

SUNRISE, BROWARD COUNTY, FLORIDA

FOR: CAROLINE AT SUNRISE

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1 & 2

LEGEND:



CENTERLINE

O.R.B.

OFFICIAL RECORDS BOOK

U.E.

UTILITY EASEMENT

FPL

FLORIDA POWER & LIGHT COMPANY

R/W

RIGHT-OF-WAY



SKETCH AND LEGAL DESCRIPTION

BY

**PULICE LAND SURVEYORS, INC.**

5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



**LEGAL DESCRIPTION: 10' UTILITY EASEMENT TO BE VACATED**

ALL OF THAT CERTAIN 10 FOOT WIDE UTILITY EASEMENT LYING WITHIN THE SOUTH 10.00 FEET OF PARCEL "A", "SUNRISE ICE CHALET", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

SAID EASEMENT LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 4,965 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1929 (1990 ADJUSTMENT) WITH THE SOUTH LINE OF PARCEL "A", BEING S89°31'12"W AS SHOWN ON SAID PLAT.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY RECORDS.

CLIENT: MORGAN GROUP DEVELOPMENT

SCALE: N/A

DRAWN: BB

ORDER NO.: 68989B

DATE: 9/23/21


UTILITY EASEMENT VACATION

SUNRISE, BROWARD COUNTY, FLORIDA

FOR: FRUSCIANS

SHEET 1 OF 2

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1, & 2



☒ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691  
☐ BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136  
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274  
☐ DONNA C. WEST, PROFESSIONAL SURVEYOR AND MAPPER LS4290  
STATE OF FLORIDA





5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: (954) 572-1777 • E-MAIL: [surveys@pulicelandsurveyors.com](mailto:surveys@pulicelandsurveyors.com)  
CERTIFICATE OF AUTHORIZATION LB#3870



THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1 & 2





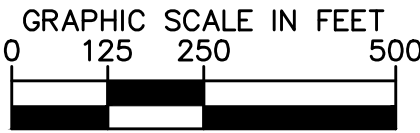
Plotted By: Villalón, Teresa Sheet Set: Kha Layout: EASEMENT 2 January 22, 2025 12:01:27pm K:\FTL\_Civil\140 Jobs\140488005 Pearl Sunrise\Design\CADD\Exhibits\2024.09.17 Easement Vacation Exhibit - Corcoran

EXHIBIT B  
LOCATION MAP  
SUNRISE ICE CHALET



LEGEND

-  PROPERTY LINE/RIGHT-OF-WAY
-  EXIST EASEMENTS (BY PLAT) TO BE VACATED



SCALE: AS SHOWN
DESIGNED BY TVC
DRAWN BY TVC
CHECKED BY GB

**Kimley»Horn**

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.  
8201 PETERS ROAD, SUITE 2200, PLANTATION, FL 33324  
PHONE: 954-535-5100 FAX: 954-739-2247  
WWW.KIMLEY-HORN.COM REGISTRY No. 35106

PROJECT NO. 140488005
--------------------------

CAROLINE AT SUNRISE  
CITY OF SUNRISE  
LOCATION MAP



SHEET NUMBER <b>EXHIBIT B</b>
----------------------------------

January 22, 2025

Ms. Shannon Ley, P.E.  
Community Development Director  
City of Sunrise  
1601 NW 136th Avenue, Building A  
Sunrise, FL 33323-2834

Re: Intent to Vacate 10-Foot Platted Perimeter Utility Easement  
and 15-Foot Drainage Easement  
Parcel "A" "Sunrise Ice Chalet" (PB 97, Page 21)  
Caroline at Sunrise, City of Sunrise

Dear Shannon:

On behalf of the owner of the property encompassed by the Sunrise Ice Chalet Plat, 3363 Pine Island, LLC, and the developer/contract purchaser, Morgan Group Development, LLC, we are requesting approval of the proposed vacation of the 10-foot wide perimeter utility easement and the 15-foot wide drainage easement dedicated on the Sunrise Ice Chalet Plat.

A land use plan amendment, rezoning and site plan were approved for the Sunrise Ice Chalet Plat and Fruscians Tract Plat (Plat Book 175, Page 55) properties. The development plan includes 452 residential dwelling units with a full complement of amenities. The subject utility easement conflicts with the proposed site plan, specifically with the landscape buffer and perimeter wall requested by the City as well as other proposed structures and improvements.

The 15-foot drainage easement adjacent to the eastern boundary has never been used and does not continue off-site to the north or south. It also conflicts with the proposed turn-lane right-of-way dedication requirement. Broward County requires that this drainage easement be vacated before the owner can dedicate the requested right-of-way.

A portion of a water line exists in part of the utility easement requested to be vacated. This water line will ultimately be removed or relocated and will be covered by a new permanent easement. In the interim, the owner has signed a utility easement covering the existing line.

Included with the application are the sketch and legal description for the platted utility easement and drainage easement proposed to be vacated, the Sunrise Ice Chalet Plat, letters of no objection from franchise utilities and City Gas, executed utility easement and the opinion of title for the land encompassed by the plat.

A separate application to vacate the platted easements within the adjacent Fruscians Tract Plat which is part of the proposed Caroline at Sunrise development is submitted for concurrent review.

Once these vacation applications have been approved by the City Commission, application will be made to Broward County to complete the formal vacation process.

Sincerely,

GREENSPOON MARDER LLP

A handwritten signature in black ink, appearing to read 'Cynthia A. Pasch', written over the printed name.

Cynthia A. Pasch, AICP



# "SUNRISE ICE CHALET"

PLAT BOOK 97, PAGE 21

SHEET 1 OF 1

Being a Resubdivision  
IN TRACT G OF THE  
CHAMBERS LAND COMPANY SUBDIVISION (P.B. 1, Pg. 5A Broward Co., Fla.)  
SECTION 20, TOWNSHIP 49 SOUTH, RANGE 41 EAST  
CITY OF SUNRISE  
Broward County, Florida

This Instrument Prepared By:  
**KEITH and SCHNARS**  
LAND SURVEYING SCIENCES, P.A.  
Fort Lauderdale, Florida

## DESCRIPTION

A portion Tract G in the Southwest One Quarter (S.E. 1/4) of the CHAMBERS LAND COMPANY SUBDIVISION of Section 20, Township 49 South, Range 41 East, according to the Plat thereof as recorded in Plat Book 1, Page 5A of the Public Records of Broward County, Florida described as follows: The South 101.95 feet of the West 200.00 feet of the East 240.00 feet of said Tract G; TOGETHER WITH the West 200.00 feet of the East 240.00 feet of said Tract G; said lands lying in the City of Sunrise, Broward County, Florida.

## DEDICATION BY MORTGAGEE

STATE OF FLORIDA } S.S. KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BROWARD

That FLORIDA COAST BANK OF POMPANO BEACH, Owner and holder of that certain Mortgage recorded in O.K. Book 1400, Page 400, of the Public Records of Broward County, Florida, does hereby consent to and join in making and filing for records of the attached plat, and to the Dedication contained herein.

IN WITNESS WHEREOF: FLORIDA COAST BANK OF POMPANO BEACH has caused these presents to be signed by its Officers and the Corporate Seal affixed hereto this 17th day of February, A.D. 1978.

FLORIDA COAST BANK OF POMPANO BEACH  
By: B. Buck & Shugr, E.V.P.

Delvin S. Sackman

Witness as to both

Allen M. Viskens

Witness as to both

## ACKNOWLEDGEMENT

STATE OF FLORIDA } S.S. I HEREBY CERTIFY:  
COUNTY OF BROWARD

That on this day, personally before me, an officer duly authorized by law to administer oaths and take acknowledgements, B. Buck & Shugr, E.V.P. and Allen M. Viskens, respectively of FLORIDA COAST BANK OF POMPANO BEACH, and they acknowledged before me that they executed the foregoing Dedication freely and voluntarily for the uses and purposes therein described.

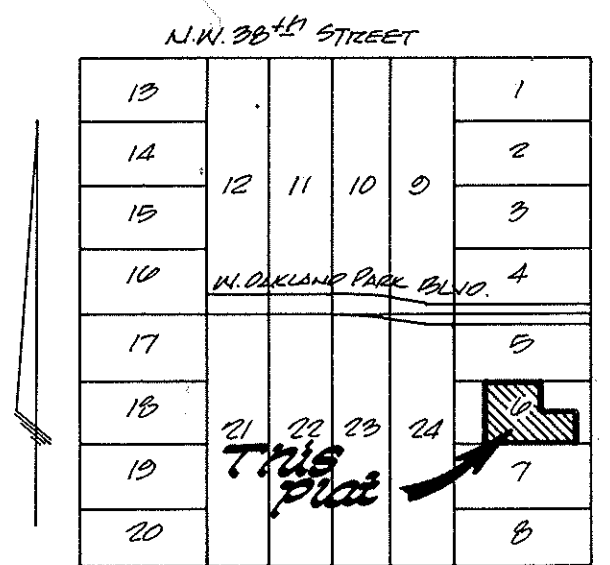
WITNESS: My hand and official seal in Broward County, Florida, this 17th day of February, A.D. 1978.

JANUARY 10, 1981

My Commission Expires

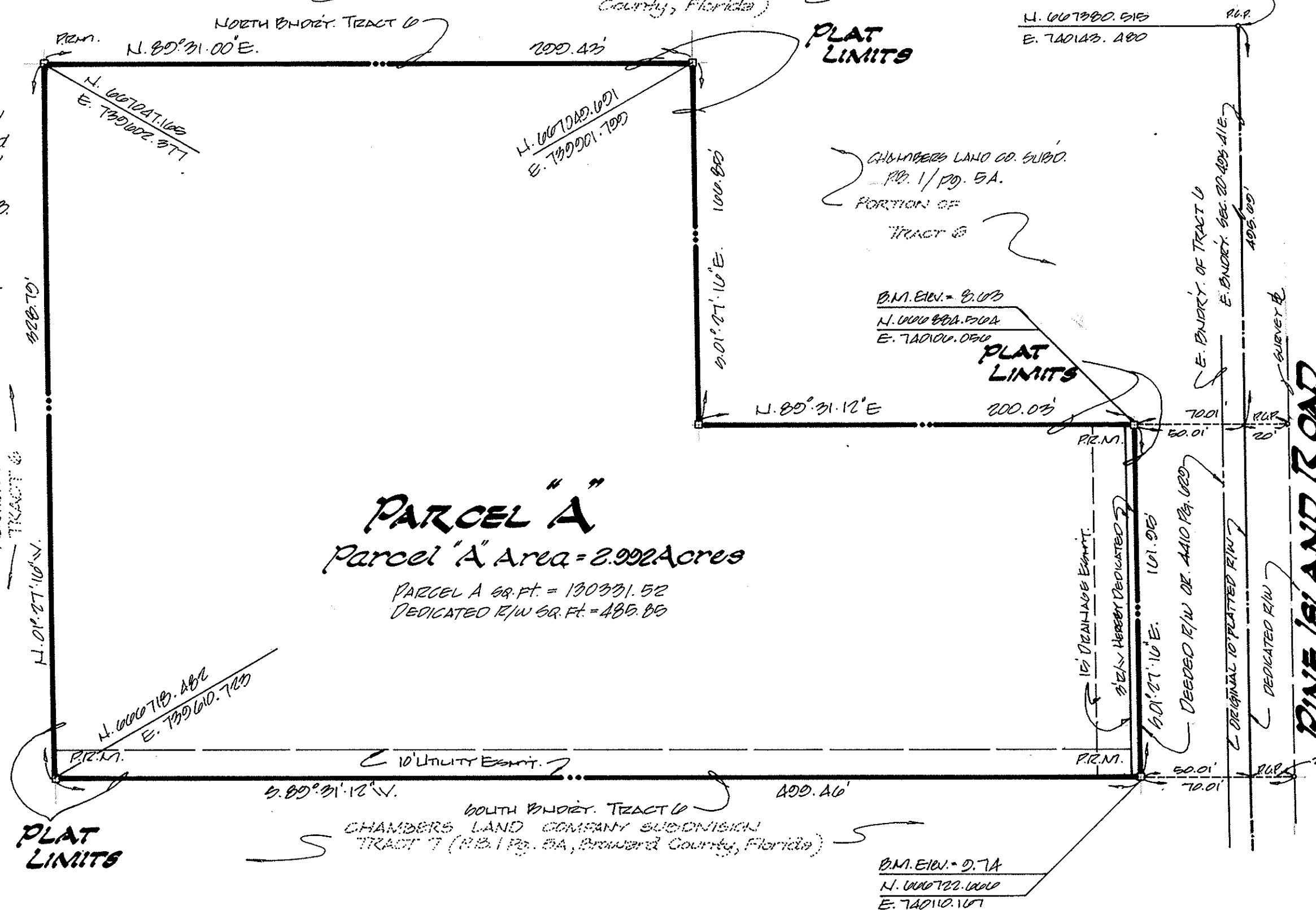
Kathleen A. Vaden

NOTARY PUBLIC - STATE OF FLORIDA



## LOCATION SKETCH

CHAMBERS LAND COMPANY SUBDIVISION  
TRACT G (P.B. 1, Pg. 5A, Broward County, Florida)



## CITY OF SUNRISE:

### City Engineer:

This Plat is hereby approved and accepted for recording.

Dec. 2, 1977  
Dated

By: Philip F. Weiss

City Engineer  
Fla. Reg. N.E.

### City Council:

This is to certify that this Plat has been approved and accepted for recording by the City Council of Sunrise, Florida, by resolution adopted this 22nd day of November, A.D. 1977.

By: [Signature]

President

By: Robert D. Clark

City Clerk

## SURVEYOR'S CERTIFICATE:

This is to certify that to the best of our knowledge and belief, the Plat shown herein is a true and correct representation of the lands surveyed, that (P.R.M.) Permanent Reference Monuments have been set as indicated herein, that the survey was made under our responsible direction and supervision, and that the survey data complies with all the requirements of Chapter 177, Florida Statutes, and Broward County Ordinance 77-40. The survey and survey data meets the minimum requirements established by the Florida Society of Professional Land Surveyors.

Keith M. Schnars  
Land Surveying Sciences, P.A.

Dated: NOVEMBER 30, 1977

By: Thomas R. Schnars  
Professional Land Surveyor  
Florida Reg. N.E. 2925

## OWNER'S DEDICATION:

STATE OF FLORIDA } S.S. KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BROWARD  
That R. ARVIN GRABILL, and CARRIE E. GRABILL, his wife, Owners of the lands described and shown herein as being included within this plat, has caused said lands to be surveyed, subdivided and platted in the manner shown herein, said plat to be known as "SUNRISE ICE CHALET" being a resubdivision in TRACT G of CHAMBERS LAND COMPANY SUBDIVISION (P.B. 1, Pg. 5A Broward County, Florida) Section 20, Township 49 South, Range 41 East.  
All easements shown herein are hereby Dedicated for the perpetual use of the public for the purposes indicated herein.  
The right-of-way shown herein is hereby Dedicated for the perpetual use of the public in fee simple.  
IN WITNESS WHEREOF: R. ARVIN GRABILL, and CARRIE E. GRABILL, his wife, as owners, have hereon to affixed their hands and seals this 11th day of November, A.D. 1977.

Harold B. Augustus  
Witness as to both

R. Arvin Grabill  
R. ARVIN GRABILL

Thomas R. Keith  
Witness as to both

Carrrie E. Grabill  
CARRIE E. GRABILL, his wife

## ACKNOWLEDGEMENT:

STATE OF FLORIDA } S.S. I HEREBY CERTIFY:  
COUNTY OF BROWARD  
That on this day, personally appeared before me, an officer duly authorized by law to administer oaths and take acknowledgements, R. ARVIN GRABILL and CARRIE E. GRABILL, his wife, and they acknowledged before me that they executed the foregoing Dedication freely and voluntarily for the uses and purposes therein described.  
WITNESS: My hand and official seal in Broward County, Florida, this 11th day of November, A.D. 1977.

JANUARY 10, 1981  
My Commission Expires

Kathleen A. Vaden  
NOTARY PUBLIC - STATE OF FLORIDA

## BROWARD COUNTY

### PLANNING COUNCIL:

This is to CERTIFY that the BROWARD COUNTY PLANNING COUNCIL approved this Plat with regard to dedication of Right-of-Way for Traffic Ways by resolution adopted this 19th day of December, A.D. 1977.

By: Samuel D. Hester 1-18-78

## BROWARD COUNTY

### TRANSPORTATION DEPARTMENT:

This Plat is approved and accepted for record.

By: John M. Gerren, Jr. 2-22-78

JOHN M. GERREN, JR.  
Director  
Florida P.E. Reg. N.E. 6695

By: Bruce S. Stashew 1/24/78  
BRUCE S. STASHIEW  
County Surveyor  
Fla. P.L.S. Reg. N.E. 2942

## BROWARD COUNTY

### CENTRAL SERVICES DEPARTMENT:

#### ARCHIVES AND MINUTES DIVISION

This is to CERTIFY that this Plat is approved and accepted for recording by the Board of County Commissioners of BROWARD COUNTY, FLORIDA this 21st day of February, A.D. 1978.

L.A. HESTER,

By: Margaret A. Matterns  
Deputy

## BROWARD COUNTY

### FINANCE DEPARTMENT:

#### RECORDING DIVISION

This Plat filed for record this 24th day of February, A.D. 1978 and recorded in Book 97 of Plats of page 21. Record verified.

L.A. HESTER, County Administrator

By: Julia Phillips  
Deputy

3200C





Community Development Department – Engineering Division  
10770 West Oakland Park Boulevard, Sunrise, FL 33351  
P: 954.746.3270 F: 954.746.3287

**PREPARED BY:**

**Thomas P. Moss, City Attorney**  
**City of Sunrise**  
**10770 West Oakland Park Boulevard**  
**Sunrise, Florida 33351**

**RETURN TO:**

**City Engineer**  
**City of Sunrise**  
**10770 West Oakland Park Boulevard**  
**Sunrise, Florida 33351**

**UTILITY EASEMENT**

**THIS UTILITY EASEMENT** is made and executed this 20 25 day of 20 25, by 3363 PINE ISLAND, LLC, a Florida limited liability company, whose mailing address is 301 West Hallandale Beach Boulevard, Hallandale, FL 33009 (hereinafter referred to as the "Grantor") to the City of Sunrise, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as the "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies, and quasi-public bodies.)

**WITNESSETH:**

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Broward County, Florida, as more particularly described on Exhibit "A," which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant unto the Grantee, an exclusive perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, reclaimed water systems, natural gas lines, LP gas lines and tanks, messages or telecommunications and all appurtenances relative to these facilities or systems (hereinafter referred to as "Facilities and Systems"). Grantee shall preclude the use by other utilities of this perpetual exclusive utility easement, such as for cable TV, telephone, communication, electric or gas; unless otherwise authorized in writing by the Grantor by way of amendment of this exclusive perpetual utility easement.



2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such Facilities and Systems in, upon, over, under, through and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and use thereof for the purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement Land that might interfere with the purposes for which such Facilities and Systems are or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors, or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above Facilities and Systems which are located in the Easement Area.
3. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns, shall have all of the rights to the Easement Land as stated herein.
4. Grantor hereby agrees that Grantee's sole obligation after the completion of any construction, installation, reconstruction, rebuilding, replacement, or repairing the Facilities and Systems served by the Easement Land shall be limited to adequately filling and compacting any excavation to a finished grade. Grantor agrees to be solely responsible for removing and restoring, and shall hold the Grantee harmless from, any damages to the improvements now or hereafter existing on the Easement Land including, without limitation, pavers, stamped concrete, landscaping, fencing and concrete pillars, or any other requirements imposed by the City's Code of Ordinances.
5. No change, alteration, modification or amendment may be made to this Easement without the express written consent of Grantor and Grantee.
6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars (\$10) receipt of which is hereby acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.
7. The provisions of Chapter 15 of the City Code of Ordinances, as amended from time to time, are incorporated in this Easement.

*(The remainder of this page has been intentionally left blank.)*





Community Development Department – Engineering Division  
10770 West Oakland Park Boulevard, Sunrise, FL 33351  
P: 954.746.3270 F: 954.746.3287

### ACKNOWLEDGEMENT OF CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in Grantor's name, and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

Witnesses:



Witness Signature

Gustavo Hernandez

Printed Name of Witness

1835 NE Miami Gardens Dr. N.M.B. FL 33179

Witness Address



Witness Signature

Kevin Mendez

Printed Name of Witness

1835 NE Miami Gardens Dr N.M.B. FL 33179

Witness Address

3363 PINE ISLAND, LLC, a Florida limited liability company

Name of Corporation

By: STEVEN FLASZ

Steven Flasz

Title: Manager

Attest:

Corporate Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or

☐ online notarization, this 7<sup>th</sup> day of February, 2025,

by Steven Flasz (name of person)

as Manager (type of authority, e.g. officer, trustee, attorney in fact)

for 3363 PINE ISLAND, LLC, a Florida limited liability company (name of party on behalf of whom instrument  
was executed).



JENNIFER PINO  
Commission # HH 402688  
Expires May 24, 2027

Jennifer Pino  
Signature of Notary Public – State of Florida

Jennifer Pino  
Print, type or stamp commissioned name  
of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced FL Drivers license



Community Development Department – Engineering Division  
10770 West Oakland Park Boulevard, Sunrise, FL 33351  
P: 954.746.3270 F: 954.746.3287

### JOINDER AND CONSENT OF MORTGAGEE

a Texas limited partnership,  
MORGAN FAMILY PARTNERS, LTD., being the holder of that certain mortgage dated  
the 17th day of January, 2025 and recorded the 17th day  
of January, 2025, under Instrument Number 120004773, in Official Record Book \_\_\_\_\_, at Page \_\_\_\_\_, of  
the Public Records of Broward County, Florida, hereby consents and subordinates its  
mortgage to the foregoing Utility Easement.

Witnesses:

MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership

Mortgage Holder

Julie Stephenson  
\_\_\_\_\_  
Witness Signature  
Julie Stephenson  
\_\_\_\_\_  
Printed Name of Witness  
6110 Abington Way, Houston, Tx  
\_\_\_\_\_  
Witness Address  
77008

By: [Signature]  
\_\_\_\_\_  
Michael S. Morgan

Title: Managing Partner

[Signature]  
\_\_\_\_\_  
Witness Signature  
Di Wang  
\_\_\_\_\_  
Printed Name of Witness  
3000 Richmond Ave, Houston TX  
\_\_\_\_\_  
Witness Address  
77048

STATE OF ~~FLORIDA~~ TEXAS

COUNTY OF HARRIS

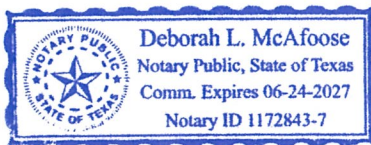
The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or

☐ online notarization, this 10th day of February, 2025,

by Michael S. Morgan (name of person)

as Managing Partner (type of authority, e.g. officer, trustee, attorney in fact)

for MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership (name of party on behalf of whom instrument  
was executed).



[Signature]  
\_\_\_\_\_  
Signature of Notary Public – State of Florida Texas

Deborah L. McAfoose  
\_\_\_\_\_  
Print, type or stamp commissioned name  
of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced \_\_\_\_\_





Community Development Department – Engineering Division  
10770 West Oakland Park Boulevard, Sunrise, FL 33351  
P: 954.746.3270 F: 954.746.3287

### JOINDER AND CONSENT OF MORTGAGEE

MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership, being the holder of that certain mortgage dated the 17th day of January, 2025, and recorded the 17th day of January, 2025, under Instrument Number 120004773, in Official Record Book, at Page, of the Public Records of Broward County, Florida, hereby consents and subordinates its mortgage to the foregoing Utility Easement.

Witnesses:

Julie Stephenson  
Witness Signature  
Julie Stephenson  
Printed Name of Witness  
6110 Abington Way, Houston, TX  
Witness Address  
77008

D. Wang  
Witness Signature  
D. Wang  
Printed Name of Witness  
2000 Richmond Ave, Houston TX  
Witness Address  
77068

MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership

Mortgage Holder

By: Patricia B. Morgan  
Patricia B. Morgan  
Title: Managing Partner

STATE OF ~~FLORIDA~~ TEXAS

COUNTY OF HARRIS

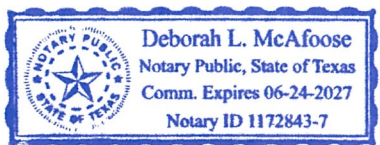
The foregoing instrument was acknowledged before me by means of ☒ physical presence or

☐ online notarization, this 10<sup>th</sup> day of February, 2025,

by Patricia B. Morgan (name of person)

as Managing Partner (type of authority, e.g. officer, trustee, attorney in fact)

for MORGAN FAMILY PARTNERS, LTD., a Texas limited partnership (name of party on behalf of whom instrument was executed).



Deborah L. McAfoose  
Signature of Notary Public – State of Florida Texas

Deborah L. McAfoose  
Print, type or stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced \_\_\_\_\_



**Community Development - Engineering Division**

1601 NW 136 Ave., Bldg. A Sunrise, FL 33323 P: 954.746.3270 F: 954.746.3287

Exhibit A



## SKETCH AND LEGAL DESCRIPTION

BY

**PULICE LAND SURVEYORS, INC.**5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870

**LEGAL DESCRIPTION: 15' UTILITY EASEMENT**

A PORTION PARCEL "A", "SUNRISE ICE CHALET", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 97, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

**COMMENCING** AT THE NORTHWEST CORNER OF SAID PARCEL "A", THENCE SOUTH 01°27'13" EAST ALONG THE WEST LINE OF SAID PARCEL "A" ALSO BEING THE EASTERLY LINE OF PARCEL "A", "FRUSCIANS TRACT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 55-58, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, 313.25 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 89°26'53" EAST 37.42 FEET; THENCE NORTH 00°12'19" EAST 2.94 FEET; THENCE SOUTH 89°47'41" EAST 294.19 FEET TO A POINT ON A LINE LYING 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF PARCEL "A" OF SAID BOOK 97, PAGE 21 ALSO BEING THE NORTH LINE OF PARCEL "A", "NBHD SUNRISE PLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 171, PAGE 160, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 89°31'12" EAST ALONG SAID PARALLEL LINE 152.84 FEET TO A POINT ON A LINE LYING 12.00 FEET WEST OF AND PARALLEL WITH THE EASTERLY MOST EAST LINE OF PARCEL "A" OF SAID BOOK 97, PAGE 21; THENCE SOUTH 01°26'14" EAST ALONG SAID PARALLEL LINE 15.00 FEET TO A POINT ON SAID SOUTH AND NORTH LINES; THENCE SOUTH 89°31'12" WEST ALONG SAID SOUTH AND NORTH LINES 153.19 FEET; THENCE NORTH 89°47'41" WEST 294.28 FEET; THENCE SOUTH 00°28'48" EAST 2.94 FEET; THENCE SOUTH 89°26'53" WEST 37.02 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED WEST AND EASTERLY LINES; THENCE NORTH 01°27'13" WEST ALONG SAID WEST AND EASTERLY LINES 15.00 FEET TO THE **POINT OF BEGINNING**.

SAID LANDS LYING AND BEING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 7,267 SQUARE FEET, MORE OR LESS.

**NOTES:**

1. THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE AND ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS ARE BASED THE WEST LINE OF PARCEL "A", "SUNRISE ICE CHALET", PLAT BOOK 97, PAGE 21, BEING S01°27'13"E.
3. THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
4. ALL RECORDED DOCUMENTS ARE PER BROWARD COUNTY PUBLIC RECORDS.

CLIENT: MORGAN GROUP DEVELOPMENT, LLC

SCALE: N/A

DRAWN: M.M.M.

ORDER NO.: 73809

DATE: 1/22/25

15' UTILITY EASEMENT

SUNRISE, BROWARD COUNTY, FLORIDA

FOR: CAROLINE AT SUNRISE

SHEET 1 OF 2

**John F  
Pulice**THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1, & 2  
Digitally signed by John

F Pulice

Date: 2025.01.22

15:44:37 -05'00'

- ☐ JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691  
☐ VICTOR R. GILBERT, PROFESSIONAL SURVEYOR AND MAPPER LS6274  
☐ MICHAEL M. MOSSEY, PROFESSIONAL SURVEYOR AND MAPPER PSM5660  
STATE OF FLORIDA





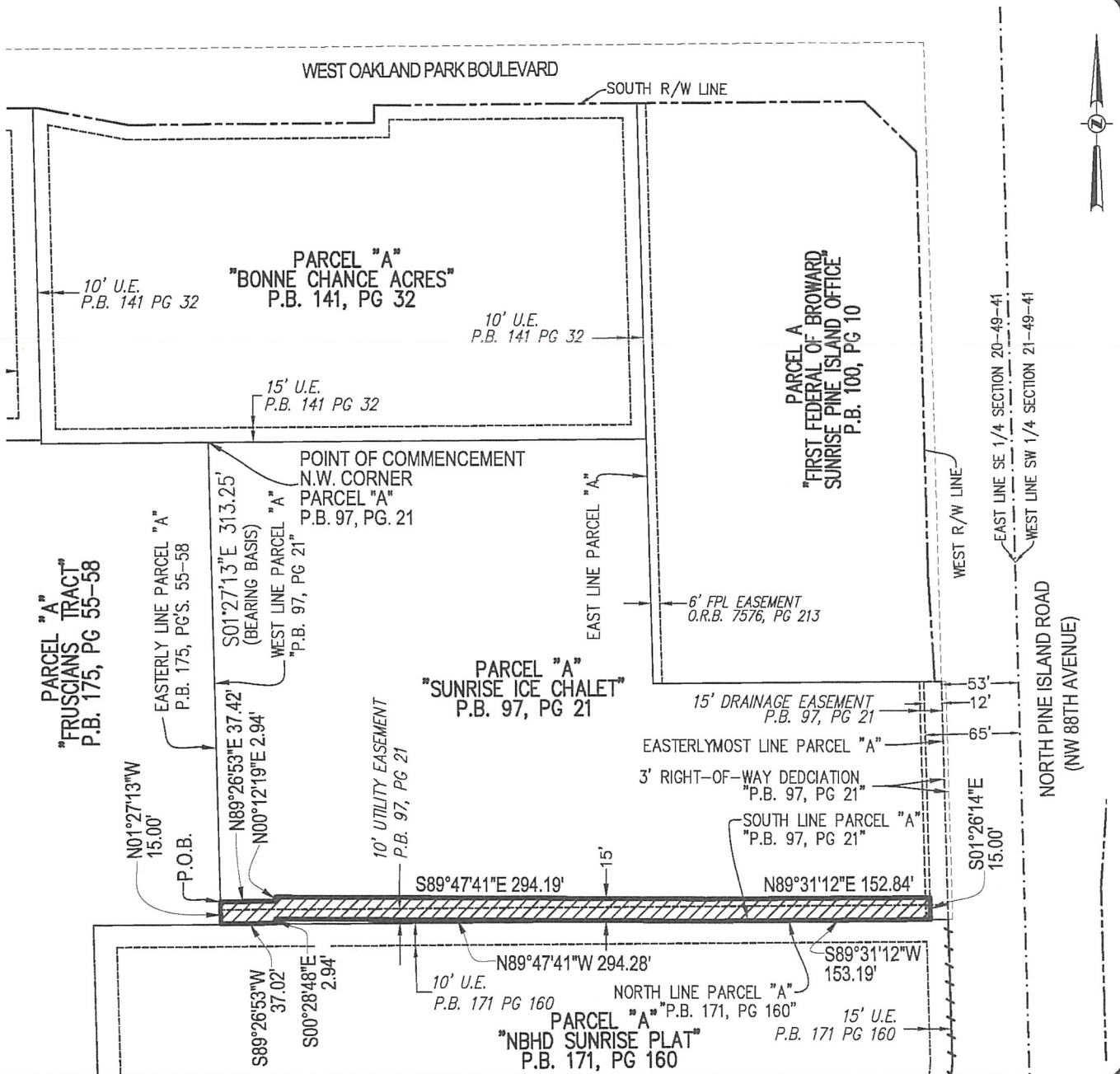
## SKETCH AND LEGAL DESCRIPTION

BY

**PULICE LAND SURVEYORS, INC.**5381 NOB HILL ROAD  
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • E-MAIL: surveys@pulicelandsurveyors.com

CERTIFICATE OF AUTHORIZATION LB#3870



CLIENT: MORGAN GROUP DEVELOPMENT, LLC

SCALE: 1"=100'

DRAWN: M.M.M.

ORDER NO.: 73809

DATE: 1/22/25

15' UTILITY EASEMENT

SUNRISE, BROWARD COUNTY, FLORIDA

FOR: CAROLINE AT SUNRISE

## SHEET 2 OF 2

## LEGEND:

CL	CENTERLINE
FPL	FLORIDA POWER AND LIGHT COMPANY
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.O.B.	POINT OF BEGINNING
R/W	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
++++	NON-VEHICULAR ACCESS LINE

THIS DOCUMENT IS NEITHER FULL NOR  
COMPLETE WITHOUT SHEETS 1 & 2





## AGENDA ITEM REQUEST

---

**Originating Department:** Leisure Services

**Item Title:** Employee Appreciation

**Item Number:** 4E

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25023

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "Catering Contract" and "Standard Terms and Conditions" between the City of Sunrise and the Seminole Tribe of Florida d/b/a Seminole Hard Rock Hotel & Casino Hollywood for the City of Sunrise Employee Appreciation Dinner; providing for findings of public purpose; providing for funding; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

---

**Funding:**

001.36.47.572.504907 - Employee Appreciation

**Amount:**

The contract is based on a food and beverage minimum guarantee of \$75,000.

Estimating 700 attendees, the cost of the event would be \$81,900.

---

## **ATTACHMENTS:**

ATY Resolution - C25023  
Hard Rock Agreement

---

### **Background:**

Seminole Hard Rock Hotel & Casino, located in Hollywood, has been selected as the site of the 2025 annual Employee Appreciation Dinner.

The 2025 Employee Appreciation Dinner, a dinner and dancing event, will be held on Friday, August 15, 2025, which is the only date that is available in the months of August and September 2025 due to high demand for the facility. The event was held at the Seminole Hard Rock Hotel & Casino Hollywood in 2024 and was very successful. This event was formerly hosted at the Signature Grand prior to the venue closing in early 2024. The City has welcomed as many as 744 attendees at this event in prior years so we are expecting to have an outstanding turnout in 2025 as well. The actual number of employees and guests may vary, resulting in a possible increase in the total cost of the event, depending on participation. The Employee Appreciation Dinner is provided at no cost to the City employee; however, each employee may also bring one guest for a charge of \$15.00. Parking is also free at this venue.

The contract with the Hard Rock includes one premium drink ticket, a three-course dinner, and dessert. A cash bar will also be available for attendees to purchase additional drinks. Event decorations and musical entertainment will be provided for separately. In addition, during this event, the City will announce the Employee of the Year recipients for each of the respective employee groups.

One of the required provisions in the agreement with the Hard Rock, that is not standard language, is that the agreement is governed by “the applicable laws of the United States of America, the State of Florida, and the Seminole Tribe of Florida.”

The Leisure Service Director is hereby authorized to execute the final negotiated contract and any other related documents, subject to approval of the City Attorney and Procurement Manager, and to take other actions necessary to effectuate these services with the Seminole Hard Rock Hotel & Casino Hollywood. Any material changes to the scope or authorized costs shall be subject to both budget approval and/or City Commission approval.

---

### **Department Head Recommendation:**

Approval

---

### **Person With Additional Information:**

Name: Kevin Pickard

Phone: 954-747-4655

---

**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services

---

**City Manager:**

Authorized for agenda placement

---



**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “CATERING CONTRACT” AND “STANDARD TERMS AND CONDITIONS” BETWEEN THE CITY OF SUNRISE AND THE SEMINOLE TRIBE OF FLORIDA D/B/A SEMINOLE HARD ROCK HOTEL & CASINO HOLLYWOOD FOR THE CITY OF SUNRISE EMPLOYEE APPRECIATION DINNER; PROVIDING FOR FINDINGS OF PUBLIC PURPOSE; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission desires to provide an employee appreciation dinner for full-time and part-time employees in appreciation for the dedicated service the City staff provides to the community; and

WHEREAS, the City Commission finds that such a gesture of appreciation and the use of funds, to the extent budgeted, is reasonable and proper and serves a valid public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The above stated Whereas clauses are hereby incorporated as the legislative intent of this Resolution.

Section 2. The “Catering Contract” and “Standard Terms and Conditions” (collectively, Contract) between the City of Sunrise and the Seminole Tribe of Florida d/b/a Seminole Hard Rock Hotel & Casino Hollywood are hereby approved. A copy of the Contract is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Director of Leisure Services, or designee, is hereby authorized to execute the Contract and to take all actions necessary to carry out the Contract.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss



HOLLYWOOD, FL

February 5, 2025

Jen Guerrant  
City of Sunrise  
10610 W Oakland Park Boulevard  
Sunrise, FL 33351

Dear Jen,

Thank you for selecting the Seminole Tribe of Florida d/b/a Seminole Hard Rock Hotel & Casino - Hollywood ("property") for this Catering Contract ("Agreement" or "Contract") and as the site for your **City of Sunrise ("Group") Employee Appreciation Dinner 2025** ("Event"). Arrangements as we discussed are as follows:

<u>Date</u>	<u>Start Time</u>	<u>End Time</u>	<u>Function</u>	<u>Setup</u>	<u>Agr</u>	<u>Rental</u>
Fri, August 15, 2025	6:00 PM	10:00 PM	City of Sunrise Employee Dinner		700	Waived if food and
Fri, August 15, 2025	7:00 pm	8:30 pm	Dinner Buffet	Rounds		beverage minimum Is met

Based on the approximate number of guests set forth above, a minimum of **\$75,000.00** in food and beverage will be spent at your Event. This minimum does not include room rental, twenty-four (24%) service charges, seven percent (7%) sales tax, labor charges, audio visual, and parking, sleeping rooms or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your Event.

**DEPOSIT/PAYMENT:**

Payment scheduled listed below, first payment is non-refundable and following deposits will be charged automatically on dates below with the credit card on file unless indicated otherwise.

<b>Transaction Type</b>	<b>Charge Type</b>	<b>Date</b>	<b>Amount</b>
Charge	Initial Deposit	Due upon signing contract	\$23,250.00
Charge	Additional Deposit	Monday, April 14, 2025	\$34,875.00
Charge	Additional Deposit	Monday, June 16, 2025	\$34,875.00
Estimated Remaining Balance Due			TBD*

*\*Group to provide valid Tax Exempt Certificate to waive any applicable taxes*

Remaining balance due 5 business days prior to function along with a credit card authorization.

In order to secure the above space, **please sign this contract, and return with deposit upon approval by the City's governing body by Thursday, February 25, 2025.** If your contract is not received by this date, your space will be released back to our general inventory for sale. Estimated total payment is due 5 (five) business days prior to function date. Please find a Credit Card Authorization Form for payment with credit card as guarantee should function totals exceed prepayment.

Seminole Hard Rock Initials \_\_\_\_\_  
Group Initials \_\_\_\_\_



**Renovations/Construction.** In the event major renovations or construction are scheduled to take place at Seminole Hard Rock Hotel & Casino on the Event Dates, Seminole Hard Rock Hotel & Casino - Hollywood will make all reasonable arrangements to limit the inconvenience to the Group. If such major renovations or construction will materially affect the operation of the Event ("Material Construction"), Seminole Hard Rock Hotel & Casino - Hollywood will notify the Group in writing of such Material Construction, and the Group shall have the option to terminate this Agreement without liability as to either party by providing a notice of cancellation to Seminole Hard Rock Hotel & Casino - Hollywood (the "Cancellation Notice") within fourteen (14) calendar days after receipt of the Seminole Hard Rock Hotel & Casino - Hollywood notice. If the Group does not provide a Cancellation Notice during such fourteen (14) business-day period, this Agreement shall remain in full force and effect.

**Photography** Any media involved in your contracted functions must be approved in advance by our Public Relations department. Please contact your Convention Service Manager as soon as this need arises. This approval process requires a minimum of (7) seven business days' notice. Once approved, and while on property, all media personnel must wear day passes provided by Seminole Hard Rock Hotel & Casino - Hollywood. These passes will be dated and serve to identify approved media on property, and worn at all times. In addition to the aforementioned pass, all media must have a Group PR escort at all times.

**Cancellation** Once confirmed by your signature, all arrangements outlined in this contract will be held on a definite basis and therefore not offered to any other customer. Should you cancel these arrangements after confirmation; a cancellation charge will be assessed as outlined below. The cancellation charge will be due upon receipt of invoice and past due after 30 (thirty) calendar days.

DATE OF CANCELLATION	% OF TOTAL ANTICIPATED REVENUE	CANCELLATION FEE
61 – 90 days of the event	25%	\$18,750.00
31 – 60 days of the event	50%	\$37,500.00
6 – 30 days of the event	75%	\$56,250.00
0 – 5 days of the event	100%	\$75,000.00

Please note that it is the policy of the Seminole Hard Rock Hotel & Casino - Hollywood that responsibility for payment for any political, fraternal, or social event be established at the time the business is booked. Prepayment of the full amount of all anticipated charges must be received a minimum of 5 (five) business days prior to the arrival of guests in the Hotel facilities. Group agrees to provide payment the day of event for any remaining balance that appears on the account.

**City of Sunrise** accepts the responsibility and agrees to pay for any damages to the Hotel premises caused by Group members during their function. The Hotel cannot assume responsibility for damage or loss of any articles left on the Hotel premises prior to, during or following a function. The Seminole Tribe of Florida d/b/a the Seminole Hard Rock Hotel & Casino is the only licensee authorized to sell and serve food and alcoholic beverages on the Hotel premises.

Group agrees and understands that the Organization, its members and its invitees ("Group") are subject to and agree to abide by all the laws including Ordinances of the Seminole Tribe of Florida. Group also agrees that none of the activities of the Organization, its members, and its invitees, ("Group") including those activities that take place in the spaces being rented by Group or its Organization, its members, and its invitees, ("Group"), will interfere with the employees or the regular operations of the Seminole Tribe of Florida and Seminole Hard Rock Hotel & Casino. Customer also agrees that the Organization, its members, and its invitees ("Group") shall not engage in activities or actions that may be deemed advertising or solicitation, as determined by the Seminole Tribe of Florida and Seminole Hard Rock Hotel & Casino - Hollywood, unless given express permission to engage in such activities by the Seminole Tribe of Florida and Seminole Hard Rock Hotel & Casino - Hollywood.

#### **INDEMNIFICATION**

**City of Sunrise** hereby assumes liability for, and shall indemnify, defend, protect, save and hold harmless the Seminole Tribe of Florida's Seminole Hard Rock Hotel & Casino - Hollywood, and their officers, agents, subcontractors and employees from and against any and all liabilities, claims, judgments, damages, and losses, including all costs, fees, and expenses incidental thereto, caused by or arising out of, the negligence or willful misconduct (1) attendees under City of Sunrise control or supervision, or its respective officers, employees, or agents acting within the course and scope of their employment relating, and (2) which are in any way related to the services contemplated by this Agreement.

Seminole Hard Rock Initials \_\_\_\_\_  
Group Initials \_\_\_\_\_

**City of Sunrise** shall give the Seminole Tribe of Florida and the Seminole Hard Rock Hotel & Casino - Hollywood prompt notice of any claim made or suit instituted against the Seminole Hard Rock Hotel and Casino which would result in indemnification by **City of Sunrise** hereunder, and the Seminole Tribe of Florida and the Seminole Hard Rock Hotel & Casino -Hollywood shall have the right to compromise or participate in the defense of same to the extent of its own interest.

**FORCE MAJEURE**

Failure (in whole or in part) or delay on the part of Seminole Hard Rock Hotel & Casino - Hollywood or Group in the performance of any of the obligations imposed upon such parties under this Agreement shall be excused and such parties shall not be liable for damages or otherwise on account thereof, when such failure or delay is the direct or indirect result of any of the following causes which render the Event impossible to conduct: (1) acts of god, such as hurricanes, tornadoes, fire, or flood materially affecting the operations of Seminole Hard Rock Hotel & Casino, (2) malicious mischief, insurrection, riot, strikes, lockouts, boycotts, picketing, or other labor disturbance materially affecting the operations of Seminole Hard Rock Hotel & Casino, (3) a civil disturbance including a legally declared war or an act of terrorism occurring in the United States where such act renders it impossible for the Group to travel to Seminole Hard Rock Hotel & Casino to conduct the Event, (4) compliance with any applicable United States law, regulation or order either prohibiting travel, or (5) a pandemic or epidemic resulting in the commercial impracticality of the Event.

**Jen**, I am looking forward to working with you on this special event and should you have any questions about the enclosed, please do not hesitate to call me at (954) 316-2810.

Sincerely,

Kayla-Ann Czarnomski  
Catering Manager  
Seminole Hard Rock Hotel & Casino - Hollywood

Acceptance:

<b>City of Sunrise</b> <b>Jen Guerrant</b>	<b>Seminole Hard Rock Hotel &amp; Casino Hollywood</b>
BY: _____ Authorized Signature	BY: _____ Mr. Mark Tascione Vice President of Sales & Catering
_____ Date	_____ Date
	Seminole Hard Rock Initials _____ Group Initials _____



HOLLYWOOD, FL

**STANDARD TERMS AND CONDITIONS PERTAINING TO  
BANQUETS, RECEPTIONS AND PRIVATE FUNCTIONS  
Seminole Hard Rock Hotel & Casino**

**Menus**

Thank you for considering the Seminole Hard Rock Hotel & Casino - Hollywood for your Event. Our culinary team has created what we feel are South Florida's premier and most innovative menu selections. The prices quoted are subject to change, but may be confirmed three months prior to your event. Final menu selections are due at least one month prior to your first Event date.

**Banquet Agreement**

All reservations and agreements are made upon, and are subject to, the rules and regulations of the property, and the following conditions:

**Meeting / Event Specifications**

Your Event set up details must be submitted to the hotel at least one month prior to your first Event date. Signed Banquet Event Orders are required at least 10 business days prior to the event.

**Guarantee Policy**

Guarantee Defined: The exact number of people attending any given Food and Beverage function. Guarantees are due three (3) full business days prior to a function, no later than 10 AM EST. If for any reason the guarantee is not received by the due times, the expected number will be used as your guarantee.

Event	Guarantees Due 10am EST on prior
Saturday	Wednesday
Sunday	Wednesday
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

At the Event, if the number of guests served is less than the guarantee, you are responsible for the number guaranteed. At the Event, if the number of guests served is greater than the guarantee, you are responsible for the total number of guests served. The property will set an additional 3% over the guarantee.

**Service Charges and Taxes**

Food, beverage, and banquet service charges are subject to all applicable local taxes, currently seven percent (7%). In the event that your organization is tax exempt, we are required by law to have a copy of your Florida State Tax Exempt Certificate on file prior to the Event

**Food and Beverage**

No food or beverages of any kind are permitted to be brought into the property by the patron or any of the patron's guests or invitees. No food & beverage is to be removed from any function or leave the property.

Seminole Hard Rock Initials \_\_\_\_\_  
Group Initials \_\_\_\_\_



### **Minimums**

For private breakfast and lunch buffets for groups under 30, and for dinner buffets for groups under 45, the property will assess a labor charge.

### **Signs and Banners**

Please make sure when using the property's name on any signage or printed materials that we are referred to correctly as **Seminole Hard Rock Hotel & Casino - Hollywood**. Additionally our Marketing Department must approve any advertisements, websites, displays, signage, printed materials, etc. that use our logo. Please do not have anything with our logo professionally printed until it is approved by our Marketing Department.

The property has the following policy with respect to signs in the banquet and meeting area:

- Property reserves right to approve all signage
- All signs must be professionally printed.
- No signs are allowed on the guest room levels, elevators and main lobby areas of the property or building exterior.
- Printed signs outside Event rooms should be free standing or on an easel. The property will assist in placing all signs.
- No taping of signs to walls or property equipment.

### **Solicitation**

No solicitation is allowed throughout the property.

### **Payment**

Payment shall be made in advance of the Event unless credit has been established to the satisfaction of the property, in which event a deposit shall be paid at the time of signing the agreement. The balance of the account is due and payable thirty (30) days after the date of the Event. A deposit of twenty-five percent (25%) of the total balance the Event is required at the time of booking; balance payable in full five (5) days prior to the Event.

### **Outdoor Functions**

The Seminole Hard Rock Hotel and Casino - Hollywood reserves the right to make the decision to move any outdoor Event to the inside backup space due to inclement weather. You will be advised of all options for your Event at a minimum of six (6) hours in advance of the event. For any morning event, the weather call should be made by 4 PM, the evening prior. A delayed weather call may also delay the start of your Event. Indoor space will not be set for your Event unless an official call is made to move indoors. Reversal of a weather call may incur additional set up fees.

All entertainment for outdoor events must end by 10:00 PM. All outdoor events will be assessed a \$5.00 per person labor fee with a minimum of \$250.00 per event.

### **Event Rooms**

The property, according to the guaranteed minimum number of people, assigns Event rooms. Room rental fees are applicable if Group attendance drops below the estimated attendance at the time of booking. The property reserves the right to change Groups to a room more suitable at the property's discretion for the attendance, with notification, if attendance drops or increases. Any change in room set up within 72 hours of function will be charged a minimum of \$250 plus tax. Additional charges may be incurred when functions are extended from contracted times. Room rental fees are taxable, currently at 7%.

### **Service Charges**

A taxable 24% service charge will be added to all food, beverage subject to change.

### **Audio Visual**

All Audio Visual Items will be charged by Seminole Media Productions at current published prices plus a taxable 24% Service Charge and 7% State Tax. Note that if an outside Audio Visual Company is used, there are certain charges, which will apply along with certificate of insurance, as well as any labor required.

### **Information Technology**

Complimentary basic Wi-Fi is available throughout the Event space. Should your group require additional bandwidth, hard line internet, or customized IT services, applicable fees will apply.

Seminole Hard Rock Initials \_\_\_\_\_  
Group Initials \_\_\_\_\_

**Electrical Items/Power**

All Electrical Items/Power will be charged at current published prices plus a 7% state tax. Electrical order forms should be received 2 weeks in advance of the event. A surcharge applies for orders within 72 hours of the event.

**Drayage Fees**

All shipments are handled by our onsite FedEx Office. A charge for receiving, logging in, storing and coordinating delivery of package(s) applies based on the package weight and length of onsite storage. Please speak with your Convention/Catering Manager for additional details or contact our FedEx office directly at 954-377-0184. In an effort to expedite package handling & delivery, please inform the property of expected delivery details to include carrier, tracking number(s), quantity and size of shipment. A signature and a form of payment is required for packages delivered to the Meeting Venue or Exhibit Booth.

**Lost and Found**

The Seminole Hard Rock Hotel & Casino - Hollywood does not accept any responsibility for damage or loss of any merchandise or articles left in the property prior to, during, or following your function.

**Damage**

Patrons agree to be responsible and reimburse the Seminole Hard Rock Hotel & Casino - Hollywood for any damage done by patron or patron's guests to the property.

**Security**

Should the client request or the Property deem necessary, that any given event/program require security, property supplied security employees will be used and a \$40.00 plus tax per hour charge will apply (4 hour minimum). Property security coverage is required for Event load in / out via the Banquet Loading Dock.

**Public Entity Crimes**

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 Thirty-Five Thousand Dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

**Scrutinized Company**

Seminole Hard Rock Hotel & Casino – Hollywood certifies that it is not engaged in a boycott of Israel.

City of Sunrise may, at the option of the City Commission, terminate this Agreement if Seminole Hard Rock Hotel & Casino is found to have submitted a false certification,; 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; or has been engaged in business operations in Cuba or Syria.

**E-Verify - Employment Eligibility**

Seminole Hard Rock Hotel & Casino – Hollywood represents that it and any of its subcontractors register with and use the E- Verify System (E-Verify.gov), to verify the work authorization status of all newly hired employees.

**Governing Law**

The Agreement shall be governed by the applicable laws of the United States of America, the State of Florida, and the Seminole Tribe of Florida. Except as set forth in the indemnification section of the Agreement, should the Parties be involved

Seminole Hard Rock Initials \_\_\_\_\_  
Group Initials \_\_\_\_\_

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.

**Antitrust Violations**

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.

Please speak with your Convention/Catering Manager for additional information or for any other event services not listed here.

_____	_____
Group’s signature	Date
_____	_____
	Group name
_____	_____
	Date of event



## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Services

**Item Number:** 4F

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25030

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**Item Description:**

A Resolution of the City of Sunrise, Florida, to Award Bid No. 25-15-11-MS to East Coast Builders and Developers Corporation for the Citywide Bus Shelters – Phase 3 Project; approving Contract No. C 25-15-11-MS; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

325.66.75.541.506510 - Construction  
Project 006510 - Citywide Bus Shelters - Phase 3

**Amount:**

\$285,000.00

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**ATTACHMENTS:**



**Background:**

The City hired Kimley-Horn and Associates, Inc. (KHA), to develop design concepts for a new, meaningful, city-wide standard bus shelter for transit riders. The new shelters include seating, public art, LED lighting (solar where possible), and a designated space for a community message board or bus route map. Included at each stop is a waste receptacle and bicycle rack with City logo.

Recently, the City completed the construction of the Citywide Bus Shelters Pilot Project for six (6) bus shelter locations. The next phase of the Citywide Bus Shelters Program included in the adopted Five-Year Capital Improvement Program includes two locations along Sunset Strip, one in front of the Village Art Plaza and one in front of 1200 Sunset Strip public parking lot. The design for these locations was completed by the City's Utilities Engineering staff.

The City of Sunrise requires a qualified contractor for the construction of these two bus stops. The work for this project consists of, but is not limited to, furnishing of all labor, equipment, materials, and performing all operations to demolish certain existing elements (not including existing bus shelter which will be relocated by others prior to start of construction) and to construct all proposed bus shelter site improvements as well as assembly and installation of Contractor-purchased bus shelters and appurtenances.

The City issued Bid No. 25-15-11-MS for this project and three bids were received. The Purchasing Office and Utilities Department evaluated the bids and recommend award to the lowest, responsive, and responsible bidder, East Coast Builders and Developers Corporation.

East Coast Builders and Developers Corporation's bid price is approximately 2.9% higher than the Engineer's Opinion of Probable Cost of Construction (OPCC). Staff considers the price to be fair and reasonable. Staff reviewed the submitted references for East Coast Builders and Developers Corporation, and all references were favorable for their performance on other projects of similar type and scale. Staff is requesting approval to award bid to East Coast Builders and Developers Corporation.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Maria Salvatierra, MBA, CPPO, NIGP-

CPP, Procurement Specialist

Phone: 954-572-2484

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD  
BID NO. 25-15-11-MS TO EAST COAST BUILDERS AND  
DEVELOPERS CORPORATION FOR THE CITYWIDE BUS SHELTERS  
– PHASE 3 PROJECT; APPROVING CONTRACT NO. C 25-15-11-MS;  
AND PROVIDING AN EFFECTIVE DATE.**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE  
CITY OF SUNRISE, FLORIDA:

Section 1. East Coast Builders and Developers Corporation is hereby selected for award of Bid No. 25-15-11-MS for the Citywide Bus Shelters – Phase 3 (Bus Stop 1790 & 3900) Project in the amount of \$285,000.00, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

Section 2. The Procurement Manager or designee is hereby authorized to execute all documents in connection with this award, including the contract for construction (Contract), upon review and approval by the City Attorney's Office. The Procurement Manager shall provide the City Clerk with a copy of the Contract to attach to this Resolution as Exhibit A.

Section 3. The City Manager and the Director of Utilities are hereby authorized to approve change orders in accordance with the conditions specified in Resolution No. 92-222-11-A. All required City Building permit fees, with the exception of re-inspection fees, will be paid directly from the Project. City Engineering permit fees are hereby waived, with the exception of re-inspection fees.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

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Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_

SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_

GUZMAN: \_\_\_\_\_

KERCH: \_\_\_\_\_

SCUOTTO: \_\_\_\_\_

RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency.

---

Thomas P. Moss





BID NO: BID 25-15-11-MS

BID TITLE Citywide Bus Shelters - Phase 3 (Bus Stop  
1790 & 3900) - Re-bid

OPENING DATE: December 16, 2024

TIME: 2:00 PM

**COMPANY NAME**

**GRAND TOTAL BID OFFER**

East Coast Builders and Developers Corporation

\$285,000.00

Edifica LLC

\$315,685.00

Arango Billboard & Construction

\$330,500.00

BID OPENED BY:

Maria Salvatierra, CPPO



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

## Detail by FEI/EIN Number

Florida Profit Corporation

EAST COAST BUILDERS AND DEVELOPERS CORPORATION

### Filing Information

<b>Document Number</b>	P02000094368
<b>FEI/EIN Number</b>	55-0793122
<b>Date Filed</b>	08/30/2002
<b>Effective Date</b>	08/28/2002
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	09/28/2021

### Principal Address

4611 SOUTH UNIVERSITY DRIVE  
SUITE 151  
DAVIE, FL 33328

Changed: 01/05/2011

### Mailing Address

4611 SOUTH UNIVERSITY DRIVE  
SUITE 151  
DAVIE, FL 33328

Changed: 01/05/2011

### Registered Agent Name & Address

Anzalone, Frank  
9401 S.W. 49TH STREET  
COOPER CITY, FL 33328

Name Changed: 09/28/2021

### Officer/Director Detail

#### **Name & Address**

Title P

ANZALONE, FRANK  
9401 S.W. 49TH STREET  
COOPER CITY, FL 33328

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	04/19/2022
2023	01/26/2023
2024	02/05/2024

#### **Document Images**

<a href="#">02/05/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/26/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/28/2021 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/24/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/09/2019 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/31/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/01/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/20/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/12/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/09/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/05/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/16/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/23/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/01/2008 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/30/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/14/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/21/2004 -- REINSTATEMENT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/30/2002 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>



## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Services

**Item Number:** 4G

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25029

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**Item Description:**

A Resolution of the City of Sunrise, Florida, to Award Bid No. 24-78-08-MS for Mechanical Integrity Testing and Repair Services for Deep Wells to All Webbs Enterprises, Inc. as the primary vendor and Southeast Drilling Services, Inc. as the secondary vendor; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

401.42.59.536.504672 - Maintenance of Wells

**Amount:**

Not to exceed budgeted funds for FY 24/25

Subsequent years' expenditures subject to budget approval

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**ATTACHMENTS:**



ATY Resolution - C25029

Tabulation

Sunbiz - All Webbs Enterprises, Inc.

Sunbiz - Southeast Drilling Services, Inc.

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**Background:**

The City of Sunrise, Utilities Department owns and operates several deep wells that are used for various purposes including injection of treated municipal wastewater, and injection of membrane water treatment process concentrate. Some of these deep wells require a specialty well contractor to perform mechanical integrity testing every five years as required by the Florida Department of Environmental Protection. This bid provides the mechanism for obtaining the mechanical integrity testing in addition to maintenance and repair services that are needed when mechanical problems arise with the wells.

Bid No. 24-78-08-MS was issued and four (4) responses were received. The Utilities Department and Purchasing Office staff have reviewed the responses and recommend award to the two (2) lowest responsive and responsible bidders, All Webb Enterprises, Inc. as the primary vendor and Southeast Drilling Services, Inc. as the secondary vendor.

It is the City's intent to utilize the Primary Vendor as the main provider for these services. The City reserves the right to utilize the secondary vendor as needed. References and background checks were favorable for the two companies with respect to their performances on other similar projects. All Webbs Enterprises, Inc. and Southeast Drilling Services, Inc. have satisfactorily provided services to the City of Sunrise in the past. The bid prices for the lowest bidder are approximately 7.53% higher than current prices negotiated in 2023. Staff reviewed the prices and deemed it fair and reasonable.

The initial contract period shall be for two (2) years, commencing on the date of the award. In addition, the City reserves the right to renew the contract for two (2) additional one (1) year periods, providing all terms, conditions, and specifications remain the same, both parties agree to the extension, and such extension is approved by the City, contingent upon budget approval. Unless otherwise noted by the City, all prices shall be firm through the period of the Contract or purchase order and shall not be subject to increase.

In the event of a manufacturer's price increase during the Contract period, the Vendor shall submit proof from the manufacturer of said increase, and the City may accept the price increase at the time of Contract renewal, or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City. In the event of a price increase during the Contract period by the RS Means Building Construction Cost Data for any of the twelve (12) Unit Prices on the Bid Form, the Contractor shall submit proof of the RS Means increase, and the City may accept the price increase or terminate or re-bid the Contract, in whole, or in part, whichever is in the best interest of the City. RS Means price increases will only be considered once a year on the anniversary date of the award by the City Commission.

No Sunrise vendors were solicited as there are no businesses in the Business Tax Receipt

Database that supply this service.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Maria Salvatierra, MBA, CPPO, NIGP-  
CPP, Procurement Specialist

Phone: 954-572-2484

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

---

**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, TO AWARD BID NO. 24-78-08-MS FOR MECHANICAL INTEGRITY TESTING AND REPAIR SERVICES FOR DEEP WELLS TO ALL WEBBS ENTERPRISES, INC. AS THE PRIMARY VENDOR AND SOUTHEAST DRILLING SERVICES, INC. AS THE SECONDARY VENDOR; AND PROVIDING AN EFFECTIVE DATE.**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The award of Bid No. 24-78-08-MS, for Mechanical Integrity Testing and Repair Services for Deep Wells to All Webbs Enterprises, Inc. as the primary vendor, and Southeast Drilling Services, Inc. as the secondary vendor, is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

Section 2. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or to take other action necessary in connection with this award.

Section 3. The Procurement Manager or designee is hereby authorized to renew, amend or extend this award, in accordance with the terms of the bid.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

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Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency.

---

Thomas P. Moss





BID NO: BID 24-78-08-MS

BID TITLE Mechanical Integrity Testing and Repair  
Services for Deep Wells

OPENING DATE: September 12, 2024

TIME: 2:00 PM

**COMPANY NAME**

**GRAND TOTAL BID OFFER**

All Webbs Enterprises, Inc.	\$256,400.00
Southeast Drilling Services, Inc.	\$304,810.00
Layne Christensen Company	\$365,198.40
A.C. Schultes of Florida, Inc.	\$756,500.00

BID OPENED BY:  
Maria Salvatierra, CPPO



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## Detail by FEI/EIN Number

Florida Profit Corporation

ALL WEBBS ENTERPRISES, INC.

### Filing Information

**Document Number** G53896  
**FEI/EIN Number** 59-2418764  
**Date Filed** 08/11/1983  
**State** FL  
**Status** ACTIVE

### Principal Address

309 COMMERCE WAY  
JUPITER, FL 33458

Changed: 03/11/1988

### Mailing Address

309 COMMERCE WAY  
JUPITER, FL 33458

Changed: 03/11/1988

### Registered Agent Name & Address

WEBB, DAVID W.  
902 DOLPHIN DRIVE  
JUPITER, FL 33458

Name Changed: 06/29/1984

Address Changed: 02/07/1991

### Officer/Director Detail

#### **Name & Address**

Title P

WEBB, DAVID W.  
902 DOLPHIN DRIVE  
JUPITER, FL 33458

Title ST

WEBB, DEBORAH C.  
902 DOLPHIN DRIVE  
JUPITER, FL 33458

Title VP

WEBB, DAVID W. JR  
2961 E. COMMUNITY DRIVE  
JUPITER, FL 33458

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	01/16/2023
2024	01/03/2024
2025	01/02/2025

#### **Document Images**

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## Detail by Entity Name

Florida Profit Corporation

SOUTHEAST DRILLING SERVICES, INC.

### Filing Information

**Document Number** P94000051306

**FEI/EIN Number** 59-3252801

**Date Filed** 06/27/1994

**Effective Date** 06/24/1994

**State** FL

**Status** ACTIVE

### Principal Address

10614 E US HIGHWAY 92

TAMPA, FL 33610-5972

Changed: 02/28/2013

### Mailing Address

10614 E US HIGHWAY 92  
TAMPA, FL 33610-5972

Changed: 02/28/2013

**Registered Agent Name & Address**

ZIEGLER, WILLIAM BPRES  
10614 E US HIGHWAY 92  
TAMPA, FL 33610-5972

Name Changed: 02/14/2006

Address Changed: 02/28/2013

**Officer/Director Detail**

**Name & Address**

Title PTCM

ZIEGLER, WILLIAM B  
10614 E US HIGHWAY 92  
TAMPA, FL 33610-5972

Title SD

ZIEGLER, SONYA P  
10614 E US HIGHWAY 92  
TAMPA, FL 33610-5972

Title VD

ZIEGLER, JOHN B  
10614 E US HIGHWAY 92  
TAMPA, FL 33610-5972

Title VD

ZIEGLER, WILLIAM C  
10614 E US HIGHWAY 92  
TAMPA, FL 33610-5972

### Annual Reports

Report Year	Filed Date
2022	01/03/2022
2023	01/17/2023
2024	01/04/2024

### Document Images

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## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Agreement

**Item Number:** 4H

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25027

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving “Piggyback Agreement No. 24-02-12-VH between the City of Sunrise and Shenandoah General Construction, LLC” for Storm Drain Cleaning, Repairs, and Maintenance Services utilizing the District Board of Trustees of Broward College Contract No. RFP-2024-082-OA; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

444.46.21.538.504673 - Maintenance of Mains

**Amount:**

\$120,000.00 - Estimated annual expenditure

Not to exceed budgeted funds for FY 2024/2025.

Subsequent years' expenditures subject to budget approval.

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**ATTACHMENTS:**

ATY Resolution - C25027  
Piggyback Agreement & Exhibit A  
Sunbiz

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**Background:**

The City of Sunrise Utilities Department – Public Works Division requires a qualified contractor to perform stormwater culverts and drainage pipe cleaning, lining, repairs, cure in place pipe repairs, and catch basin structure pressure grout injection repairs. The components are part of the City's comprehensive flood control infrastructure, and a contractor available for repairs on an as needed basis is necessary to provide safe and efficient operations.

The District Board of Trustees of Broward College (Broward College) competitively solicited these services under Request for Proposals (RFP) No. 2024-082-OA, which resulted in an awarded Contract to Shenandoah General Construction, LLC (Shenandoah).

Approval is requested to purchase these services from Shenandoah utilizing Broward College's Contract as the terms, conditions, and pricing are favorable to the City. Shenandoah has provided these services for the City in the past and has performed satisfactorily. The Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through December 2, 2027. Additionally, there are three (3) one-year renewal options.

Since these purchases will be made using an existing governmental contract, the City's formal bidding procedures are waived pursuant to Section 5-173 (c) (4) of the Code of City of Sunrise, Florida.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Victoria Hernandez, MBA

Phone: 954-572-2276

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING “PIGGYBACK AGREEMENT NO. 24-02-12-VH BETWEEN THE CITY OF SUNRISE AND SHENANDOAH GENERAL CONSTRUCTION, LLC” FOR STORM DRAIN CLEANING, REPAIRS, AND MAINTENANCE SERVICES UTILIZING THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE CONTRACT NO. RFP-2024-082-OA; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City wishes to enter into an Agreement with Shenandoah General Construction, LLC for storm drain cleaning, repairs and maintenance services on an as-needed basis utilizing the District Board of Trustees of Broward College Contract No. RFP No. RFP-2024-082-OA.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recital is hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. “Piggyback Agreement No. 25-02-12-VH between the City of Sunrise and Shenandoah General Construction, LLC” (Agreement) is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, and subsequent years’ expenditures subject to budget approval. The Procurement Manager is authorized to execute the Agreement. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Procurement Manager or designee is hereby authorized to extend, amend or renew the Agreement, when it is extended, amended or renewed by the lead agency. The Procurement Manager shall provide the City Clerk with a copy of any extension, amendment or renewal.

Section 4. Because these purchases will be made using an existing governmental contract, the City’s formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise Florida.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.



PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

**PIGGYBACK AGREEMENT NO. 25-02-12-VH**  
**BETWEEN THE CITY OF SUNRISE**  
**AND SHENANDOAH GENERAL CONSTRUCTION, LLC**

This Piggyback Agreement No. 25-02-12-VH (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Shenandoah General Construction, LLC, a Florida corporation (Contractor) this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

**1.** After competitive procurement, the District Board of Trustees of Broward College, Florida (Awarding Entity) awarded Contractor Contract No. RFP-2024-082-OA (Contract) dated December 3, 2024. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

**2. Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through December 2, 2027. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

**3. Agreement Price and Payments.** The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit A.

Contractor shall submit invoices to:

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

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 / agreement / purchase order requirements, 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.

**4. Notices.** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Shenandoah General Construction, LLC  
1888 NW 22<sup>nd</sup> Street  
Pompano Beach, FL 33069

If to City, to: John T. Curran, Procurement Manager  
City of Sunrise  
Purchasing Office  
10770 West Oakland Park Boulevard  
Sunrise, FL 33351

With a copy to: City Attorney  
City Attorney's Office  
City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, FL 33351

**5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:**

X **a. Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. 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 Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement 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.

X **b. Insurance Requirements.** This provision shall supersede and replace Section 3.9 of the Contract and Section 3.9 of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement 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 Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

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.

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.”

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.

Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**

Waiver of Subrogation. Contractor agrees by entering into this Agreement 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.

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](mailto: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](mailto:riskmanagement@sunrisefl.gov)

**Umbrella or Excess Liability.** CONTRACTOR agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence \$2,000,000 Aggregate. The CONTRACTOR agrees to endorse the CITY 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.

**Contractor's Pollution Legal Liability.** Contractor agrees to maintain Contractor's Pollution Legal Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The CONTRACTOR agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis.

**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.

**X c. Indemnification.** This provision shall supersede and replace Section 2 3.25 and 43 of the Contract.

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 services under this Agreement (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 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 expiration or earlier termination of the Agreement.

X **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. 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 Agreement shall be those of the Contractor.

X **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

X **f. Public Records.** 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 Agreement 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 Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, 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 Agreement, 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 Agreement, 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, the City may enforce these provisions in accordance with the terms of this Agreement. 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 AGREEMENT, 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](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

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

**X** h. **Scrutinized Companies**

i. 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.

ii. 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.

iii. 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.

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

X **j. Compliance with Laws.** The Contractor and its services under this Agreement 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. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

X **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its 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.

X **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. 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.

ii. 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 Agreement which requires a longer retention period.

iii. City shall terminate this Agreement 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.

iv. If City terminates this Agreement pursuant to the subsection iii 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.

X m.     **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. §268.101. 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 Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

X n.     **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 Agreement.

X o.     **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 Agreement, Contractor 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 City consistent with Section 287.137, Fla. Stat. as amended.

\_\_\_\_\_ p.     **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 4, Notices, executed Exhibit \_\_\_\_ 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.

**6.     Additional Provisions:**

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**7.     Priority of Documents/Order of Precedence.**   This Agreement, the City's Purchase Order and Exhibit A shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibit A in that order.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***



**IN WITNESS WHEREOF**, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

**CITY OF SUNRISE**

By: \_\_\_\_\_  
John T. Curran, Procurement Manager

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency  
for the City

By: \_\_\_\_\_  
Thomas P. Moss, City Attorney

**Shenandoah General Construction, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



Exhibit A

**CONTRACT FOR SERVICES  
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of December 03, 2024, between the District Board of Trustees of Broward College, Florida ("College") and SHENANDOAH GENERAL CONSTRUCTION LLC ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years original contract term plus any three one-year renewal options ("Contract").

**1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Marcus Wilson, mwilson2@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

**2. INDEMNIFICATION.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

**3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

#### **4. TERMINATION FOR DEFAULT.**

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

#### **5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

#### **6. AUDIT.**

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

#### **7. NONDISCRIMINATION.**

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

#### **8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.**

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.



**9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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 contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.



**15. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**16. COMPLIANCE.**

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

**17. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

**18. VENDOR NOT TO LIMIT WARRANTY.**

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

**19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. STATEMENT OF SERVICES.**

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

## **21. COMPENSATION/CONSIDERATION.**

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

## **22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
  - 1. Each Occurrence \$ 1,000,000
  - 2. Personal & Advertising Injury \$ 1,000,000
  - 3. General Aggregate \$ 5,000,000
  - 4. Products-Completed Operations \$ 2,000,000  
Policy must contain contractual liability coverage.
- B. Automobile Liability \$ 1,000,000  
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Professional Liability
  - 1. Per Occurrence \$ 1,000,000
  - 2. General Aggregate \$ 2,000,000
- E. Cyber Liability \$ 1,000,000
- F. Pollution Liability
  - 1. Per Occurrence \$ N/A
  - 2. General Aggregate \$ N/A  
Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.



The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

### **23. OWNERSHIP OF WORKS.**

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

### **24. COMPLIANCE/LICENSES.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

### **25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

### **26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

## **27. E-VERIFY.**

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

## **28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

## **29. BACKGROUND CHECKS.**

*This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site.* Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

*Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”*

## **30. ANNOUNCEMENTS AND PRESS STATEMENTS.**



No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance or that position's designee, and in the case of the other party, permission must be granted by its President or CEO or that position's designee.

### **31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

### **32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

### **33. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

\_\_\_\_\_  
College

\_\_\_\_\_  
Vendor

### **FOR VENDOR USE ONLY**

Vendor Name (type) Sherandeeh General Construction Tax ID No. 59-1707673

Authorized Representative Anthony Guglielmi Title CEO

Address 1898 NW 22nd St.  
Pompano Beach, FL 33069 Telephone 954-975-0098

Signature of Vendor  Date 12/4/24



Attested By Name (type) Charles Benman Title CEO  
Signature of Attester [Signature] Date Signed 12/4/24

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IF REQUIRED**

College President Name Donald Astrab

Signature Donald Astrab Date 12/3/2024  
Signed by: 6DD41D98CFDA4F4  
*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



The College is releasing this Request for Proposals (RFP) with the intent to receive proposals from qualified companies to provide Storm Drain Cleaning, Repairs and Maintenance Services as specified herein, at Broward College's campuses, centers, and facilities on an as-needed, term contract basis. The scope of requirements includes, but is not limited to, the provision of all labor, materials, equipment, services, and incidentals for storm drain cleaning, repairs and maintenance services.

**1      SCOPE**

Contractor shall provide Storm Drain Cleaning, Repairs and Maintenance Services at college-wide locations as identified and described by the Facilities Department. The Contractor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

**2.      LICENSES**

The Contractor will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Contractor will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

STATE OF FLORIDA:

CERTIFIED GENERAL CONTRACTOR;

OR

CERTIFIED PLUMBING CONTRACTOR;

OR

CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS "A" (MUST BE REGISTERED WITH THE STATE OF FLORIDA);

OR

CENTRAL MASTER PLUMBER (MUST BE REGISTERED WITH THE STATE OF FLORIDA);

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

**3.      PERMITS/FEES**

Broward College will pay permit fees directly to its Consultant(s). Contractor/vendor is not required to pay permit fees. Other than permit fees, the contractor/vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the contractor/vendor utilizing "pass-thru". Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the contractor's/vendor's invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Contractor/vendor will invoice the College for reimbursement. No mark-up shall be allowed.

**4. DEBRIS, WASTE AND CHEMICALS**

Contractor shall be responsible for the prompt removal of all debris, which is a result of services. Contractor shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations.

**5. SUBCONTRACTORS**

Due to environmental and liability concerns, no subcontracting will be allowed.

**6. TRAFFIC CONTROL**

Contractor shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. The College's representative reserves the right to shut down any job site for unsafe conditions.

**7. RESPONSE TIME**

Schedule for routine maintenance shall be coordinated with the College. All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

Contractor shall stand ready and be available to perform overtime work when requested to do so by the College. Due to the nature of the College's operational needs, Contractor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the Contractor, the Contractor shall have six (6) hours to set up at the site of the emergency and begin work. The Contractor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Contractor shall provide a contact person to ensure twenty-four hours response.

**8. EMERGENCY CALL-OUT**

Emergency call-out is responding on short notice to perform any of the services listed in this solicitation. This may be required outside of normal working hours such as after 4:00 p.m. ET or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Contractor. Contractor should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the proposal or upon request.

**9. PROTECTION OF EXISTING FACILITIES**

Contractor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

**10. CLEANING UP**

Contractor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, Contractor shall remove all their waste materials and rubbish from and about the installation, as well as

all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

**11. CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)**

Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this solicitation that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that the College shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Vice President for Facilities Management and/or Associate Vice President for Facilities Collegewide Maintenance and/or Associate Vice President for Procurement. Contractor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

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RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
TV Viewing				
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00
2	Storm Drain (Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1	\$15.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$25.00
Plug Installation & Removal {Includes Minimum Weekly Rental} for:				
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
Pumping				
9	4" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00
10	6" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00
11	8" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00
GENERAL MAINTENANCE AND REPAIRS				
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe				
12	Slip Lining 15" Pipe	Linear Ft	1	\$50.00
13	Slip Lining 18" Pipe	Linear Ft	1	\$89.00
14	Slip Lining 24" Pipe	Linear Ft	1	\$99.00
15	Slip Lining 30" Pipe	Linear Ft	1	\$116.00
16	Slip Lining 36" Pipe	Linear Ft	1	\$160.00
17	Slip Lining 42" Pipe	Linear Ft	1	\$228.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$339.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$404.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$494.00
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Linear Ft	1	\$87.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$97.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$100.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$118.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$125.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$154.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$191.25
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$201.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$275.50
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$275.50
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$346.75
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$338.75
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$540.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$533.75
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$708.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$670.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$825.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$809.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$933.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$1,229.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,540.50
PIPE CLEANING				
Pipe Cleaning and Sediment Removal (Light Cleaning)				
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.50
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$0.50
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
Pipe Cleaning and Sediment Removal (Medium Cleaning)				
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.75
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$2.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.25
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)				
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$5.50
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25
72	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00
73	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00
74	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$10.75
75	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$17.00
76	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$19.00
77	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$19.00
78	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$20.00
79	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$21.00
80	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$25.00
81	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$30.00
82	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$39.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)				
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$10.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00

<b>RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES</b> <b>EXHIBIT A-1 PRICING</b>				<b>SHENANDOAH</b> <b>GENERAL</b> <b>CONSTRUCTION</b>
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$14.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$25.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$45.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$50.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$60.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$65.00
<b>Open Cut / Headwall Repairs &amp; Other Services</b>				
96	Construction Foreman	Hour	1	\$70.00
97	Equipment Operator	Hour	1	\$150.00
98	Laborer	Hour	1	\$40.00
99	Pipe Layer	Hour	1	\$42.00
100	Welding (Above & Below Water)	Hour	1	\$50.00
101	Diving Crew (3 Man Team) Certified	Hour	1	\$450.00
102	Crane 100 Tons & Below	Hour	1	\$80.00
103	Track or Wheeled Excavator	Hour	1	\$50.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1	\$90.00
105	Wheel Loader	Hour	1	\$45.00
106	Backhoe Loader	Hour	1	\$35.00
107	Bulldozer	Hour	1	\$10.00
108	Double Drum Compactor	Hour	1	\$25.00
109	Vibratory Plate Compactor.	Hour	1	\$15.00
110	100 CFM Air Compressor with Hammer	Hour	1	\$30.00
111	Dump Truck with Operator	Hour	1	\$75.00
112	De-Watering	Hour	1	\$85.00
113	Asphalt Pavement Replacement	Tons	1	\$350.00
114	Lime Rock	Tons	1	\$70.00
115	Dirt	Tons	1	\$25.00
116	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1	\$25.00

<b>RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES</b> <b>EXHIBIT A-1 PRICING</b>				<b>SHENANDOAH</b> <b>GENERAL</b> <b>CONSTRUCTION</b>
<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>
117	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1	\$30.00
118	Mitered Ends	Sq. Ft.	1	\$45.00
119	Pressure Grout Injection	Joints	1	\$275.00
120	Bahia Sod	Sq. Ft.	1	\$1.50
121	Floratan Sod	Sq. Ft.	1	\$2.00
122	Rip Rap Rubble 6" - 12"	Tons	1	\$100.00
123	Rip Rap Bag (80 lb. Bags)	Each	1	\$15.00
124	Concrete Pillow Blanket slope protection	Square Yard	1	\$50.00
125	Silt Screen Installation & Removal per 100 ft.	Each	1	\$300.00
126	Mobilization Fee	Each	1	\$500.00
127	Material Mark Up Percentage - Cost Plus Percentage may not exceed 10%. - A percentage of 0 or net cost is acceptable.	%	1	10.00%
<b>GRAND TOTAL:</b>				<b><u>\$16,373.75</u></b>





**Contractor Policy Code Acknowledgement  
Exhibit "B"**

Name (Please Print): SHENANDOAH GENERAL CONSTRUCTION LLC

Contract/Work Order/Purchase Order (P.O.) # RFP-2024-082-OA - STORM DRAIN  
CLEANING, REPAIRS, AND MAINTENANCE SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, Click or tap here to enter text., (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access without the

express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS, AND MAINTENANCE SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

SHENANDOAH GENERAL  
CONSTRUCTION LLC

Contractor Name (Print)

Anthony Guglielmi, President  
Authorized Representative  
(Print)



Signature

10/25/24

Date



# **REQUEST FOR PROPOSALS RFP-2024-082-OA**

## **STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**

**Release Date: June 26, 2024**

**Proposals Due Date: July 31, 2024 at 2:30 p.m. ET**

PROCUREMENT SERVICES  
Cypress Creek Administrative Center  
6400 NW 6<sup>th</sup> Way, Fort Lauderdale, FL 33309  
Phone 954-201-7455/Fax 954-201-7330

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<b>TAB</b>	<b>SECTION</b>	<b>SECTION</b>
<b>4.1</b>	<b>GENERAL INFORMATION</b>	
<b>1</b>	<b>4.1.1</b>	TITLE PAGE AND TABLE OF CONTENTS
<b>1</b>	<b>4.1.2</b>	LETTER OF TRANSMITTAL
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<b>2</b>	<b>4.1.7</b>	LITIGATION HISTORY
<b>2</b>	<b>4.1.8</b>	LETTER OF INSURABILITY
<b>4.2</b>	<b>MINIMUM ELIGIBILITY CRITERIA</b>	
<b>3</b>	<b>4.2.1</b>	REQUIRED RESPONSE FORM – SECTION 1
<b>3</b>	<b>4.2.2</b>	MINIMUM QUALIFICATIONS AND LICENSES
<b>4.3</b>	<b>EXPERIENCE AND QUALIFICATIONS</b>	
<b>4</b>	<b>4.3.1</b>	EXECUTIVE SUMMARY
<b>4</b>	<b>4.3.2</b>	ORGANIZATIONAL PROFILE
<b>4</b>	<b>4.3.3</b>	ACCOUNT MANAGEMENT AND STAFFING
<b>4</b>	<b>4.3.4</b>	REFERENCES – ATTACHMENT I (TO BE INSERTED BY THE COLLEGE)
<b>4.4</b>	<b>SCOPE OF WORK</b>	
<b>5</b>	<b>4.4.1</b>	SCOPE OF WORK
<b>5</b>	<b>4.4.2</b>	QUALITY ASSURANCE
<b>4.5</b>	<b>PRICE PROPOSAL</b>	
<b>6</b>	<b>4.5.1</b>	PRICE PROPOSAL FORM
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<b>7</b>	<b>4.6.1</b>	FINANCIAL CAPACITY
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<b>8</b>	<b>4.7.1</b>	DRUG-FREE WORKPLACE CERTIFICATION – ATTACHMENT D
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<b>10</b>	<b>4.7.6</b>	OTHER SUPPORTING DOCUMENTS

## SECTION 1 - REQUIRED RESPONSE FORM

<b>RFP #:</b> <b>RFP-2024-082-OA</b>	<b>RFP TITLE:</b> <b>STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES</b>			<b>RELEASE DATE:</b> <b>WED 06/26/2024</b>
<b>DUE DATE:</b> <b>WED 07/31/2024</b>	<b>TIME DUE - AT OR BEFORE:</b> <b>2:30 p.m. ET</b>	<b>NUMBER OF PROPOSAL COPIES REQUIRED:</b> <b>→</b>	<b>ORIGINALS:</b> One (1) Original Electronic Copy	The College uses E-Bidding and will only accept electronic submittals via DemandStar at <a href="http://www.demandstar.com">www.demandstar.com</a> . Complete Electronic Copy of Proposal must be in a single Adobe PDF File

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposers are encouraged to schedule additional time for upload of proposal documents due to online procedures. Proposals received after the date and time due **will not** be considered.

### **PROPOSER'S INFORMATION**

Proposer's Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City and State: \_\_\_\_\_

Proposer Telephone: \_\_\_\_\_ Proposer Fax: \_\_\_\_\_

Proposer Toll Free: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Address: \_\_\_\_\_

Contact Telephone: \_\_\_\_\_ Contact Fax: \_\_\_\_\_ Contact Toll Free: \_\_\_\_\_

Internet E-mail Address: \_\_\_\_\_ Internet URL: \_\_\_\_\_

Proposer Taxpayer Identification Number: \_\_\_\_\_

**How were you informed of this solicitation?** (Please provide media name(s) in blank space):

Website: \_\_\_\_\_ Newspaper: \_\_\_\_\_ Other: \_\_\_\_\_

### **PROPOSAL CERTIFICATION**

I hereby certify that I am submitting the following information as my company's (Proposer) Proposal, I am authorized by the Proposer to do so, and I warrant that I have legal power to bind the company on its behalf; the Proposer agrees to complete an unconditional acceptance of the contents of this document inclusive of this Request for Proposals (RFP), and all attachments, exhibits, and appendices and the contents of any Addenda released hereto; the Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; the Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; the Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; and that all responses, data, and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal

Date

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

**NOTE:** Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this RFP Submission.

## **SECTION 2 – INTRODUCTION, PURPOSE, AND GENERAL INFORMATION**

- 2.1 INTRODUCTION.** Broward College (hereinafter referred to as the “College”) is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical, and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community boasts more than 45,000 students and over 3,000 full-time and part-time faculty and staff, who represent more than 100 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <https://www.broward.edu/about/accreditation/index.html>. The College provides programs in career pathways which offer specialized certificates, two- and four-year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

As the College forges forward, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. The College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For detailed information on the College visit [www.broward.edu](http://www.broward.edu).

- 2.2 PURPOSE.** The College is releasing this Request for Proposals (RFP) with the intent to receive proposals from qualified companies to provide Storm Drain Cleaning, Repairs and Maintenance Services as specified herein, at Broward College’s campuses, centers, and facilities on an as-needed, term contract basis. The scope of requirements includes, but is not limited to, the provision of all labor, materials, equipment, services, and incidentals for storm drain cleaning, repairs and maintenance services.

- 2.3 OBJECTIVES AND MINIMUM QUALIFICATIONS.** The objective is to establish a term contract(s) for storm drain cleaning, repairs, and maintenance services as per the terms and conditions specified herein.

- 2.3.1 Minimum Qualifications.** In order to be considered, a Proposer must, as of the proposal return date stated in this RFP and throughout the duration of its program, meet the applicable minimum eligibility criteria stated in SECTION 4. Additionally, the Proposer must demonstrate a strong documented track record of current engagement in providing storm drain cleaning, repairs and maintenance services, for three (3) continuous years or more, within the last five (5) years.

- 2.4 SCOPE OF WORK.** The College is seeking a qualified and experienced vendor(s) to provide storm drain cleaning, repairs and maintenance services in accordance with the terms, conditions, and specifications of this solicitation. A detailed SCOPE OF WORK is outlined in ATTACHMENT A. Through this solicitation and subsequent contract issuance the College may augment additional services.

The College currently has a storm drain cleaning, repairs and maintenance services contract with Shenandoah General Construction LLC scheduled to expire in November 2024.

- 2.5 RFP CONTACT AND SUBMITTAL OF QUESTIONS.**

Contact:	Orlando Aponte	Email:	oaponte@broward.edu
Telephone:	954-201-7897	Fax:	954-201-7330

Any questions concerning any condition or requirement of this solicitation must be received via email to [oaponte@broward.edu](mailto:oaponte@broward.edu), with subject line to read **QUESTIONS-RFP-2024-082-OA** on or before the deadline date and time specified in SECTION 2.7 - TIMELINE. Any question(s) which require a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all plan holders who downloaded the solicitation on DemandStar ([www.demandstar.com](http://www.demandstar.com)). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

**2.6 CONTACT AFTER RELEASE (CONE OF SILENCE).** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member, or any other College employee after the release of the solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice President for Procurement, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

**2.7 TIMELINE.** The following are important pre-scheduled dates regarding the solicitation, though all dates are subject to change, if required.

DATE/TIME	EVENT
June 26, 2024	Release of RFP
July 2, 2024 1:00 p.m. ET	Virtual Solicitation Conference as specified in SECTION 2.9
July 4, 2024	Independence Day – College closed
July 5, 2024 12:00 p.m. ET	Written Questions Due in Procurement Services Department as specified in SECTION 2.5
July 31, 2024 2:30 p.m. ET	<b>Proposals due on or before 2:30 p.m. ET</b> Proposals Due as specified in SECTIONS 1 and 2.8
TBD	PHASE I: Evaluation Committee Shortlist Meeting
TBD	PHASE II: Evaluation Committee Meeting(s) for Interviews/Presentations (if necessary)
TBD	PHASE III: Contract Negotiations (if necessary)
TBD	Anticipated Date to Post Award Recommendation

Any change to the above calendar dates will be posted on the Broward College Procurement Services website: <https://calendar.broward.edu/index.html>.

**2.8 SUBMITTAL REQUIREMENTS.** The College uses E-Bidding and will only accept electronic submittals via DemandStar at [www.demandstar.com](http://www.demandstar.com).

- Digital copies must not be larger than 150 MB for each document size and not the collection of them.
- Files submitted must be formatted and enabled for printing, in page size letter as applicable.
- The College may request clarifications and additional information after submission.
- The College shall not be responsible for delays caused by any occurrence.
- In the event of technical difficulties when submitting documents, contact DemandStar support at [support@demandstar.com](mailto:support@demandstar.com) or call (206) 940-0305

Proposers are requested to organize their proposals in accordance with SECTION 4 – SUBMITTAL REQUIREMENTS. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in SECTION 4.

Proposals must be submitted as established in SECTION 2.7 - TIMELINE. Submittals received after this date and time will not be considered.

When submitting your proposal electronically through DemandStar at [www.demandstar.com](http://www.demandstar.com), please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your proposal will not be received by the system.

**2.9 VIRTUAL SOLICITATION CONFERENCE (STRONGLY RECOMMENDED).** A Virtual Solicitation Conference will be held as established in SECTION 2.7 – TIMELINE. Representatives from all interested vendors are strongly recommended to attend. The purpose of the Virtual Solicitation Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive reply for submission to the College. While solicitation questions and dialogue are encouraged at the Virtual Solicitation Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with SECTION 2.5 – SOLICITATION CONTACT AND SUBMITTAL OF QUESTIONS. Any information given, by any party, at the Virtual Solicitation Conference is not binding on the College unless it is contained within a subsequently released Addenda. Only the information provided in the solicitation or via Addenda shall be considered by Proposers.

This meeting will be administered virtually. Microsoft Teams meeting only. For Microsoft Teams meeting information details, please email Orlando Aponte, Procurement Officer, at [ooponte@broward.edu](mailto:ooponte@broward.edu) with subject line to read “Access Code – Virtual Solicitation Conference Meeting – RFP-2024-082-OA”, by Tuesday, July 2, 2024 before 10:00 a.m. ET.

**2.10 RESERVATION OF RIGHTS.** The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and obtain Best and Final Offers from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this solicitation;
- b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the solicitation which does not affect the financials of the Proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this solicitation, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the solicitation requirements or excuse the Proposer from full compliance with the solicitation specifications and other contract requirements if the Proposer is awarded the contract;
- c. Determine equipment or other equivalency to the College’s specifications in evaluating proposal responses;
- d. Adopt all or any part of the Respondent’s proposal;
- e. Negotiate changes in the scope of work or services to be provided;
- f. Award contracts to multiple Respondents;
- g. Withhold the award of Contract;
- h. Select the Respondent it deems to be most qualified to fulfill the needs of the College. The Respondent with the highest-rated financial proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.
- i.

**2.11 COLLEGE’S RIGHT TO REJECT.** The College reserves the right to reject any and all replies and readvertise at any time prior to District Board of Trustees approval of the recommended proposer(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the proposal and participation in this solicitation process shall be borne by the proposers. Proposals submitted in response to this solicitation shall become the property of the College and considered public documents under applicable Florida law.

The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the solicitation requirements when and if it is in the best interests of the College.



A submittal shall be rejected for failure to comply with the following requirements:

- The Proposer is not registered and licensed in the State of Florida to provide the proposed services.
- The submittal is not received by the College by the specified deadline.
- The Proposer has been determined to be non-responsible.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

## **SECTION 3 - SPECIAL CONDITIONS**

- 3.1 CONTRACT TERM.** The purpose of this solicitation is to establish a contract(s) beginning with contract commencement date and continuing for a period of three (3) years, or as agreed to in resulting contract.

- 3.1.1 Contract Renewal(s).** The term of the contract may, by mutual agreement between the College and the awardee(s), upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from the selected vendor(s) prior to the end of the current contract period. The vendor(s) will be notified when the recommendation has been acted upon by the College.

The terms, specifications, and conditions of this proposal and the agreement herein when completed and signed constitute the total agreement and no further conditions will be accepted unless in writing in the form of an amendment to the original agreement and mutually agreed upon, approved, and signed by authorized College representative and the Vendor. Every covenant, term, provision, and agreement contained in this solicitation and agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

No waiver of any provisions of this solicitation shall be valid or effective unless in writing and signed by the parties hereto; no waiver of any breach or condition of this solicitation shall be deemed to be a continuing waiver or a waiver of any other breach or condition.

- 3.2 AWARD OF CONTRACT.** The College will use the evaluation criteria stated in SECTION 5 to establish ranking. The College will recommend award to the Proposer(s) with whom a successful contract(s) can be negotiated. Recommended awardee(s) must be approved by the College's District Board of Trustees before award is final.

- 3.2.1 Additional Products and/or Services May Be Added or Deleted.** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value-Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

- 3.3 PROBATION PERIOD.** The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

- 3.4 CONTRACT ADMINISTRATION.** The responsibility and authority for the administration of this contract shall be assigned to the Facilities Management Department, hereinafter referred to in this proposal as Contract Administrator. The successful vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the successful vendor agrees that it will assign a replacement immediately.

- 3.5 TERMINATION / CANCELLATION CLAUSE.** The College reserves the right to cancel this contract for non-performance in the event the Vendor does not perform within the terms, conditions, and specifications of the contract and this solicitation by reference. Upon notification in writing by the College official responsible for the administration of the contract of the facts concerning non-performance, the Vendor will be notified of the problem and will have 10 days to correct such. If the vendor fails to correct the problem to the satisfaction of the College within the 10-day period, the College reserves the right to serve notice of cancellation to be effective within 30 days of notification.

In the event of such cancellation, the College may elect to award the contract to the next ranked vendor, extend the contract of another vendor currently under contract to provide like services or re-issue the proposal, whichever is in the College's best interest. The obligations of the College under this award are subject to the terms and conditions established by the legislature of the State of Florida. The College has the option to discontinue service at no expense to the College if College Policy or Florida Statutes determine it is in the College's best interest.

- 3.6 FAMILIARITY WITH LAWS.** All Proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, Code of Federal Regulations (CFR), and all Civil Rights legislation. The contractor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this solicitation to the "Applicable Laws" shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time to time and any successor laws, codes, rules and regulations.

- 3.7 SITE VISITS / INSPECTIONS.** The College reserves the right to conduct a site visit to any of the Proposer's place(s) of business if it is deemed necessary.

- 3.8 PURCHASE ORDERS.** All purchase orders shall bear the contract or solicitation number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to a contract resulting from this solicitation must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

- 3.9 INSURANCE REQUIREMENTS.** Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

- a. Commercial General Liability:
  - Each Occurrence \$1,000,000
  - Personal & Adv Injury \$1,000,000
  - General Aggregate \$5,000,000
  - Products – Completed Operations \$5,000,000Policy must contain contractual liability coverage.
- b. Automobile Liability Insurance  
(if commercial autos will be used, including owned, non-owned and hired vehicles)  
\$1,000,000
- c. Professional Liability
  - Per Occurrence \$1,000,000
  - General Aggregate \$2,000,000

- d. Cyber Liability. If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.
- e. Workers' Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance. If claiming exemption from this coverage, the vendor must provide evidence of exemption from the State of Florida. More information found at <http://www.myfloridacfo.com/Division/WC/>
- f. Insurance Certification must contain a provision for notification to College of 30 days in advance of any material change in coverage or cancellation.
- g. If any of the required policies provide coverage on a "**claims-made**" basis, then insurance must be maintained, and evidence of insurance must be provided for at least three years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three years after completion of contract work.
- h. The College **shall be named as an additional insured with reference to this solicitation** as follows: "The District Board of Trustees of Broward College, Florida is additional insured with respect to General Liability (and Excess Liability if issued) in regard to the terms, conditions, and agreements of RFP-2024-082-OA entitled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES from date of commencement to six (6) months after date of completion."
- i. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration, or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- j. All certificates must be addressed and sent to:  
The District Board of Trustees of Broward College, Florida  
Office of Risk Management  
6400 NW 6<sup>th</sup> Way  
Fort Lauderdale, FL 33309
- k. All exclusions added by endorsement must be indicated.
- l. Certificate must be signed by an authorized representative.
- m. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The College will notify the vendor if the insurance requirements differ from those stated above.
- n. All policies must remain in effect during the performance of the contract. The vendor shall promptly notify the College of any changes in insurance coverage or carrier.

The Vendor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten days after contract award. Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above.

The Vendor shall not commence any work in connection with this agreement until they have obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Vendor allow any subvendor to commence work on its subcontract until the subvendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Vendor.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor and/or subvendor that obtained the insurance.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with SECTION 2.5 – RFP CONTACT AND SUBMITTAL OF QUESTIONS.

- 3.10 LICENSING.** The Proposer will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to College representative. The Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida and shall provide copies of these licenses to the College upon request. Failure to maintain required licenses and permits shall be cause for termination.
- 3.11 OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES.** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government agency. Other government agencies include, but are not limited to, the State of Florida, its agencies, political subdivisions, counties, and cities. All government agencies allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.
- 3.12 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE).** Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this solicitation that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that the College shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice-President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
- 3.13 SELLING, TRANSFERRING OR ASSIGNING CONTRACTS.** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the College. The Vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.
- 3.14 CONFIDENTIAL INFORMATION.** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the College in connection with all Proposer’s responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the solicitation opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07 F.S. Therefore, if the Proposer believes any of the information contained in its response is exempt from The Public Records Law, then the Proposer must in its response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the College will treat all materials received as public records.

From the date of issuance of the solicitation until the opening date, the Proposer must not make available or discuss their proposal, or any part thereof, with any employee or agent of the College, unless allowed by the Procurement Services Department, in writing, for purposes of clarity only.



The Proposer is hereby notified that any part of the proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected against disclosure to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

- 3.15 CONFIDENTIALITY.** Awarded vendor acknowledges that certain information about the College's personnel is contained in records created, maintained or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related College policies, as amended from time to time. Awarded vendor agrees that: (i) it shall keep and maintain all "Personal Information"\* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly disclose Personal Information to any person other than authorized College employees or as may be requested by government authorities.

At the request of the College, the awarded vendor agrees to provide the College with a written statement of the procedures the awarded vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract.

\*"Personal Information" means, including but not limited to, information provided by students, parents, guardians, or any other callers, or at the direction of College, or to which access was granted to awarded vendor by College, in the course of its performance under this contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, dates of birth, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit reports information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

- 3.16 WARRANTY AND ABILITY TO PERFORM.** The Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.
- 3.17 SEVERABILITY.** If any provisions of the Agreement resulting from this solicitation is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

- 3.18 QUANTITIES.** The quantities listed on the Price Proposal Form are estimated quantities to be ordered throughout the contract period for each item and are not a guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the bid/proposal estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

**3.19 PRICING.** All prices submitted under this solicitation shall be quoted F.O.B. destination, include delivery to any College site and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract. If any additional charges are necessary, please list them as indicated on the Price Proposal Form sheet.

**3.20 PRICE ADJUSTMENTS.** Prices offered shall remain firm for the initial three (3) years of the contract. No cost increases shall be accepted in the initial contract term. Please consider this when providing pricing for this solicitation. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted only at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration. Prices offered shall remain firm through each contract expiration date.

Requests for price adjustments shall not exceed the percentage of change in the All Urban Consumer Price Index (CPI\_U) for \*(see below), from the date of award, or shall not exceed 5%, whichever is less. The CPI index will not be seasonally adjusted.

In the event that the overall CPI index, at the time of invitation to renew, is lower than the overall CPI at the time of contract award or last renewal, the College reserves the right to request a reduction in contract prices equal to the percentage of change.

The College reserves the right to reject any price adjustments, and to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index for related services or its component parts as a basis for reviewing price adjustments.

- A. All Urban Consumer Price (CPI-U).
- B. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), not seasonally adjusted U.S. City Average by expenditure category and commodity and service group for transportation (motor fuel).
- C. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Selected Local Areas, all items, Miami-Fort Lauderdale, FL.

The College reserves the right to not renew any contract regardless of price considerations and to cancel any renewal of any contract.

Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

**3.21 EQUITABLE ADJUSTMENT.** The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

**3.22 DEFAULT.** The failure of either party to the Agreement resulting from this solicitation to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of 30 days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting

party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.

- 3.23 PUBLIC ENTITY CRIMES.** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.
- 3.24 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** This solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this solicitation, the Vendor certifies its compliance with these sections.
- 3.25 INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the College District Board of Trustees, its officers, agents, and employees from any and all judgments, orders, claims, demands, expenses, damages or causes of action which may hereafter be sustained by the Vendor, its officers, employees, and agents or third parties resulting from the Vendor's breach of this Agreement, strict liability or negligence in performing or failing to perform in connection with this Agreement.
- 3.26 SCOPE CHANGES.** The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.
- 3.27 STATEMENT PER FLORIDA STATUTE 1010.04.** In accordance with Florida Section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute Section 287.056.
- 3.28 JOINT VENTURES.** In the event that multiple Proposers submit a joint submittal, a single Proposer shall be identified as the Prime Proposer. If offering a joint submittal, the Prime Proposer must include the name and address of all parties of the joint submittal. The Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. The Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. The Prime Proposer shall remain responsible for performing services associated with response to this solicitation.
- 3.29 OSHA.** The proposer warrants that the product and/or service supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

**3.30 PERFORMANCE OR PAYMENT BONDS.** No Performance or Payment Bonds will be required for this solicitation.

**3.31 ADDING OR DELETING CAMPUS/CENTER LOCATIONS.** The following is a listing of the current College locations. The College may, during the term of the contract, add or delete services, wholly or in part, at any College campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the vendor shall invoice the same amount as prices quoted herein for similar product/services.

A. Hugh Adams Central Campus  
3501 SW Davie Road  
Davie, FL 33314

North Campus  
1000 Coconut Creek Blvd  
Coconut Creek, FL 33066

Judson A. Samuels South Campus  
7200 Hollywood/Pines Blvd  
Pembroke Pines, FL 33024

Willis Holcombe Center  
111 East Las Olas Blvd, Building 33  
Fort Lauderdale, FL 33301

Pines Center / Academic Village  
16957 Sheridan Street  
Pembroke Pines, FL 33331

Weston Center  
4205 Bonaventure Boulevard, Suite #2  
Weston, Florida 33331

Miramar Town Center  
2050 Civic Center Place  
Miramar, FL 33025

Miramar West Center  
1930 SW 145 Avenue  
Miramar, FL 33027

Tigertail Lake Center  
580 Gulfstream Way  
Dania Beach, FL 33304

Cypress Creek Administrative Center  
6400 NW 6<sup>th</sup> Way  
Fort Lauderdale, FL 33309

Broward College at the YMCA  
1409 NW 6th Street  
Fort Lauderdale, FL 33311

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## **SECTION 4 – SUBMITTAL REQUIREMENTS**

In order to maintain comparability and facilitate the review process, Proposers are requested to organize their proposals in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Electronic submittals should be limited to not more than 60 pages. Covers, table of contents, section dividers and/or tabs, secondary dividers, addenda, samples, attachments, and supporting documents do not count towards the page limit. Required forms count towards the page limit. Dividers shall divide the sections TAB 1 through TAB 10. Secondary dividers (not in the page count) may be used at the Proposer's discretion to present information clearly. Submissions in excess of 60 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process.

The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. The College reserves the right to not consider proposals not clearly identified, enumerated, and titled. Submittals received after date and time established herein in SECTION 2.7 – TIMELINE will not be considered.

### **4.1 GENERAL INFORMATION.**

(1) 4.1.1	<b>Title Page and Table of Contents</b>	Include RFP number, date, subject, name of the Proposer, address, and telephone number. Include a clear identification of the material by section and by page number.
(1) 4.1.2	<b>Letter of Transmittal</b>	Include the legal name of the Proposer's company as it is registered with the Florida Department of State Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), email address(es), and telephone number(s).
(2) 4.1.3	<b>Acknowledgement of Released Addenda to RFP</b>	<p>The College reserves the right to issue any addendum modifying any portion of this solicitation. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p> <p>It is the prospective Proposer's responsibility to verify they have received all released addenda and thereby must include acknowledgement (as per addenda instructions when addenda are released) of any addenda that are required to be submitted with proposal.</p>
(2) 4.1.4	<b>W-9 Form</b>	It is a requirement of this solicitation that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 Form may be downloaded at <a href="http://www.irs.gov">www.irs.gov</a> . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, once awarded, until such time as W-9 is received.
(2) 4.1.5	<b>Notice Provision</b>	<p>Following contract award, when any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph.</p> <p>This information must be submitted with the proposal or within three days of request. For the present, the parties designate the following as the respective places for giving notice:</p>



**To College:** Zaida Riollano, Procurement Manager  
Procurement Services Department – 2nd Floor  
6400 NW 6th Way  
Fort Lauderdale, FL 33309

**With Copy To (College):** Office of the General Counsel  
111 East Las Olas Boulevard, Room 523  
Fort Lauderdale, FL 33301

**With Copy To (College Contract Administrator #1):** Deborah Czubkowski, Vice President, Facilities Management  
3501 SW Davie Road  
Davie, FL 33314

**With Copy To (College Contract Administrator #2):** Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance  
3501 SW Davie Road  
Davie, FL 33314

**To Proposer:** (Proposer to Insert)

**With Copy To (Proposer):** (Proposer to Insert)

(2)  
4.1.6

**Vendor Conflict of Interest Form**

The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee, or agent of company who is also an employee of College or an immediate family member of an employee of College. Proposer must submit ATTACHMENT H – VENDOR CONFLICT OF INTEREST FORM.

(2)  
4.1.7

**Litigation History**

State whether any team member has been involved in any services related litigation, action or claim of projects of same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five years preceding the submission of this submittal. For each instance include the following information:

- a. the style/caption of the matter.
- b. the case number.
- c. the forum/venue of the action.
- d. a description of the claim, action, or litigation.
- e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the company or any final judgment rendered against the company is satisfied within 90 days of the date that the judgment becomes final.

If “NO” litigation or regulatory action has been filed against your company(s), please provide a statement to that effect.

For companies with a parent or holding company or related subsidiary, submit requested information for all parties

Truthful and complete answers to this question will not disqualify a company from consideration but will be a factor in the selection process.

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Untruthful, misleading or false answers to this question shall result in the disqualification of the company for this project.

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(2) 4.1.8	<b>Letter of Insurability</b>	Submit letter of insurability per coverage outlined in SECTION 3.9. Certificate of Insurance (COI) will not be considered in lieu of the letter of insurability in proposal submittal. Certificate of Insurance (COI) shall be provided only by awardee upon request within ten days of notification by the College.
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## **4.2     MINIMUM ELIGIBILITY CRITERIA.**

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Failure to meet minimum eligibility criteria, detailed below, will result in proposal disqualification. Failure to submit the documents requested herein will also result in proposal disqualification.

(3) 4.2.1	<b>Required Response Form</b>	<p>Submit SECTION 1 - REQUIRED RESPONSE FORM with all required information completed and all signatures as specified.</p> <p>The enclosed original Required Response Form will be the only acceptable form. Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification. Any modifications or alterations to this form shall not be accepted and submittal will be rejected.</p>
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(3) 4.2.2	<b>Minimum Qualifications and Licenses</b>	<p>Proposer must be primarily engaged in the business of providing storm drain cleaning, repairs and maintenance services. Proposer shall be properly registered/licensed and possess all required active licenses, registrations, and certifications and must be fully authorized, and fully licensed, in the State of Florida to perform the services specified as of the due date of the solicitation.</p> <p>Proposer must demonstrate a strong documented track record of providing storm drain cleaning, repairs and maintenance services, for a minimum of three (3) continuous years or more, within the last five (5) years.</p> <p>Proposer shall possess one of the licenses listed in ATTACHMENT A – SCOPE OF WORK (including any State registration, if applicable). Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified, as determined by the College, will be considered. Proposer must submit proof of all active business licenses, registrations, and certifications as applicable, documenting Proposer is fully licensed to conduct relevant business in the State of Florida (Also refer to ATTACHMENT A – SCOPE OF WORK of this solicitation). Occupational / business licenses are required as applicable. If permitted, subcontractor licenses may be required during the developmental phase. Submit with proposal, or within three business days of College's request.</p> <p>Submit copy of the Florida Department of State, Division of Corporations, registration indicating when corporation / LLC / or other form of legal entity was organized, corporation number, and date and status of most recent annual report. Proposer must be registered by the Florida Department of State, Division of Corporations, to operate in the State of Florida at the time of negotiations.</p>
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#### 4.3 **EXPERIENCE AND QUALIFICATIONS (Maximum 20 Points).**

(4) 4.3.1	<b>Executive Summary</b>	<p>a. Submit a brief summary, of no more than five pages, stating the Proposer's interest in the contract; overview of company qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer's ability to comply with all requirements of contract.</p> <p>b. The Proposer shall explain in detail why Proposer is interested and why company would be the best choice for the College.</p> <p>c. Summary shall include the year the company was established, summarize the company and their qualifications for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects.</p> <p>d. The company shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Executive Summary after the signature.</p> <p>e. Brief description of company's present operations. Summary by narrative, or other means showing the Proposer's qualifications and experience.</p> <p>f. Provide a listing of recent projects which are same or similar to the requirements and scope of this solicitation, preferably for higher education or public sector clients.</p>
(4) 4.3.2	<b>Organizational Profile</b>	<p>Identify the Prime Proposer responsible for all portions of this solicitation. Include:</p> <p>a. Current organization's name, addresses, telephone number, and fax number.</p> <p>b. The date that organization was established.</p> <p>c. The size of the organization.</p> <p>d. The number of years established in business, including operation under other company names, providing services same or similar as described herein.</p> <p>e. Number of years in business.</p> <p>f. List the key personnel designated for the proposed project. Indicate their assigned roles, expertise, registration/licenses, education and experience. Describe the unique capabilities of key personnel and joint parties and how those qualifications and capabilities apply to the project.</p>
(4) 4.3.3	<b>Account Management and Staffing</b>	<p>Include organizational chart with local, district, and corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, resource management, accountability, and decision-making authority. Describe the designated team representatives who are technically competent to assist the College in all activities associated with the service and maintenance of this account.</p>
(4) 4.3.4	<b>References</b>	<p>All Proposers providing a response to this Solicitation shall have their clients <b><u>submit directly to the College</u></b> via email as indicated below, a completed PERFORMANCE EVALUATION SURVEY FORM (ATTACHMENT I) in PDF format. All forms must be received from your clients directly by the College by the due date as stated in SECTION 1 – REQUIRED RESPONSE FORM by 2:30 p.m. ET or through an addendum and/or change of calendar date in our website.</p>

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At least three related PERFORMANCE EVALUATION SURVEY FORMS (ATTACHMENT I), preferably higher education clients, are required to be considered for the maximum solicitation points. If the College receives less than three completed forms directly from your client, points will be proportionally reduced.

Proposers must have their clients utilize the referenced attachment for the reference's information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five years prior to the solicitation due date.

All references are to be emailed from your clients directly to the College to:

Procurement Officer: Orlando Aponte

Email: [oaponte@broward.edu](mailto:oaponte@broward.edu)

ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

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#### 4.4 **SCOPE OF WORK (Maximum 35 Points).**

(5)  
4.4.1

##### **Scope of Work**

Proposer must provide a clear and detailed narrative addressing their ability to provide the services listed in ATTACHMENT A – SCOPE OF WORK. Minimum response must provide responses to the following:

Proposed Solution. Describe in detail the solution Proposer is proposing that will address the requirements and purpose of the solicitation with specificity to ATTACHMENT A – SCOPE OF WORK.

Proposed Methodology. Describe in detail how Proposer will accomplish the solution(s) in order to complete required services.

Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with storm drain cleaning, repairs and maintenance services.

Coordination and Communication. Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with College Contract Administrator(s) during the contract period.

Reports. Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during, and after execution of services.

Timeframe. Provide a detailed project timeframe and key milestones to implement and execute the services.

Other Services. Describe any additional services and their proposed methodology that Proposer is proposing to provide with relation to the scope of this solicitation.

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(5) 4.4.2	<b>Quality Assurance</b>	Submit a plan to provide quality assurance in respect to all aspects of the storm drain cleaning, repairs and maintenance services.
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#### 4.5 **PRICE PROPOSAL (Maximum 35 Points).**

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(6) 4.5.1	<b>Price Proposal</b>	<u>Submit ATTACHMENT B – PRICE PROPOSAL FORM in accordance with SCOPE OF WORK described in ATTACHMENT A. Include under TAB 6 in the PDF submittal document and also upload separately to DemandStar in the original Excel format document.</u>
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Proposer must provide the information on prices and rates in the attached ATTACHMENT B - PRICE PROPOSAL FORM, in the same unchanged Excel format document. The information must NOT be password protected, to allow the College to copy and paste the information into the Bid Tabulation.

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#### 4.6 **FINANCIAL CAPACITY (Maximum 10 Points).**

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(7) 4.6.1	<b>Financial Capacity</b>	Proposers shall submit Dun & Bradstreet Number (D-U-N-S). The College will use the total of both the D&B Delinquency Predictor Score (formerly the Commercial Credit Score - CCS) and the D&B Failure Score (formerly the Financial Stress Score - FSS) reports in order to assess financial capacity of Proposer.
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If your company is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.

##### D&B® Delinquency Predictor Score (DPS)

The D&B® Delinquency Predictor Score pertains to the likelihood that a business could make a late payment, go bankrupt, or have future payment failures.

<b>Delinquency Score/Percentile</b>	<b>Delinquency Class</b>	<b>Evaluation Points</b>
91-100	1	5
71-90	2	4
31-70	3	3
11-30	4	2
1-10	5	1

##### D&B® Failure Score®

The D&B® Failure Score also uses a 1 to 5 rating but pertains to the business's likelihood of financial stress – such as filing for bankruptcy – in a 12-month outlook.

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Failure Score/Percentile	Failure Class	Evaluation Points
95-100	1	5
69-94	2	4
34-68	3	3
2-33	4	2
1	5	1

#### 4.7 **ATTACHMENTS.**

(8) 4.7.1	ATTACHMENT D - DRUG-FREE WORKPLACE CERTIFICATION
(8) 4.7.2	ATTACHMENT E - NON-DISCLOSURE AGREEMENT
(8) 4.7.3	ATTACHMENT F - PUBLIC ENTITY CRIMES STATEMENT
(8) 4.7.4	ATTACHMENT G - NON-COLLUSION AFFIDAVIT
(9) 4.7.5	VALUE ADDED SERVICES (OPTIONAL) Include any additional/value added services to be proposed in connection with the services defined in ATTACHMENT A – SCOPE OF WORK. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.
(10) 4.7.6	OTHER SUPPORTING DOCUMENTS Insert here any other supporting documents, not included in any of the previous tabs.

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## **SECTION 5 - EVALUATION**

- 5.1 PHASE I – REVIEW OF PROPOSALS.** The Evaluation Committee (hereinafter referred to as the “Committee”) shall review and evaluate all proposals received for RFP-2024-082-OA – STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES, which meet or exceed SECTION 4.2 - MINIMUM ELIGIBILITY REQUIREMENTS, according to the following initial screening criteria:

CRITERIA SECTION		MAXIMUM POINTS
4.3	EXPERIENCE AND QUALIFICATIONS	20
4.4	SCOPE OF WORK	35
4.5	PRICE PROPOSAL	35
4.6	FINANCIAL CAPACITY	10
TOTAL MAXIMUM POINTS:		100

- 5.1.1 The failure to respond, provide detailed information or to provide requested proposal elements in SECTIONS 4.3 through 4.6 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.
- 5.1.2 The Evaluation Committee will shortlist Proposers in PHASE I – REVIEW OF PROPOSALS. Proposers will be notified according to dates set herein in SECTION 2.7 – TIMELINE.
- 5.1.3 Shortlist Scores and Rankings. The Evaluation Committee will utilize the scores developed as a result of SECTION 5.1 to rank the Proposers individually, and then determine cumulative ranking results. The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of SECTION 5.1, will neither be considered, nor carried forth as part of the scores and rankings of SECTION 5.2.
- 5.1.4 Result of Review of Proposals. Based upon the results of the above SECTION 5.1, the College, at its sole discretion, may:
- Shortlist the top ranked Proposer(s) (shortlist number to be determined by the Committee) for further consideration and/or interviews.
  - Recommend an award.
  - May reject all proposals received.
  - Waive any informalities.
  - Re-advertise/re-solicit proposals.
  - Reject all proposals without further action.
  - Accept or reject any proposal or portion of a proposal as deemed in the College's best interest.
  - Invite one or more top-ranked Proposers to participate in contract negotiation phase and/or award. and/or
  - Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.
- 5.1.5 Proposal Clarification. During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

- 5.2 PHASE II – INTERVIEWS AND PRESENTATIONS.** In the event that the College chooses to interview recommended shortlisted Proposers in accordance with SECTION 5.1, the Committee shall interview the shortlisted Proposers in order to make an award or enter into negotiations. Scores and rankings as a result of SECTION 5.1 above will neither be considered, nor carried forth as part of the scores and rankings resulting from the interviews and presentations phase. Shortlisted Proposers will be interviewed against a set of standard questions and/or clarifying questions (proposal-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

CRITERIA		MAXIMUM POINTS
A	UNDERSTANDING OF THE COLLEGE'S REQUIREMENTS	25
B	RELEVANT EXPERIENCE	20
C	UNIQUE QUALIFICATIONS	20
D	OVERALL APPROACH, METHODOLOGY, AND ABILITY TO PERFORM CONTRACT	35
TOTAL MAXIMUM POINTS:		100

- 5.2.1 The Evaluation Committee shall interview and evaluate the shortlisted Proposers, in accordance with the evaluation criteria and point schedule established in this PHASE II – INTERVIEWS AND PRESENTATIONS, based on the Proposers' interviews and presentations, and the information submitted by the Proposers in response to this solicitation, in order to make an award recommendation. The failure to respond or provide detailed information or requested proposal elements in SECTION 5.2 may result in the reduction of points in PHASE II. The Committee will utilize the scores developed as a result of SECTION 5.2 to rank the Proposers.
- 5.2.2 Result of Interviews/Presentations. Based upon the results of SECTION 5.2 above, the College, at its sole discretion, may:
- Recommend award and/or negotiations to the top ranked Proposer(s).
  - Recommend award to more than one top ranked Proposer.
  - Reject all proposals.
  - Re-advertise/re-solicit proposal.
  - Reject all proposals without further action.
  - Accept or reject any proposal or portion of a proposal as deemed in the College's best interest. and/or
  - Invite one or more top-ranked Proposers to participate in contract negotiation phase and award.
- 5.3 AWARD.** In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, the College, at its sole discretion, reserves the right to make an award as follows:
- Divide the work among Proposers.
  - Award contracts for less than all services encompassed by this solicitation.

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## **SECTION 6 – CONTRACT NEGOTIATIONS**

- 6.1 PHASE III - CONTRACT NEGOTIATIONS.** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered, as recommended by the Evaluation Committee in SECTION 5.2. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer(s). In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer(s). The College may continue this process until final agreement can be reached with a Proposer(s) or until the Evaluation Committee recommends rejection of all proposals received.

Please note the College, at its discretion, may or may not change committee members for each phase.

- 6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.
- 6.1.2 The College reserves at any time during the negotiations process to:
- a. Schedule additional negotiation sessions with any or all responsive Proposers.
  - b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO).
  - c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation.
  - d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both.
  - e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers.
  - f. Decline to conduct further negotiations with any Proposer.
  - g. Reopen negotiations with any Proposer.
  - h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation

- 6.2 “SAMPLE” OR BASE CONTRACT FOR NEGOTIATIONS.** The enclosed “sample” contract (ATTACHMENT C) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this solicitation, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

**6.3 FINAL SELECTION AND NOTICE OF AWARD RECOMMENDATION.**

- 6.3.1 The College will recommend for award of the contract, the responsive Proposer(s) as determined by the Negotiation Team.
- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:
- a. Recommend Award.
  - b. Re-advertise/re-solicit for proposals.
  - c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.

6.3.3 The College reserves the right to:

- a. Select one or more Proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers.
- b. Divide the work among Proposers by type of service or geographic area, or both. and
- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

**6.4 RESERVED RIGHTS AFTER NOTICE OF AWARD RECOMMENDATION.**

- 6.4.1 Negotiations After Award Recommendation. The College reserves the right to schedule additional negotiation sessions with Proposer(s) identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those Proposer(s). This may include but not be limited to, site surveys to finalize the College's requirements.
- 6.4.2 Other Reserved Rights: The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other Proposers recommended in SECTION 5.2, at any time prior to execution of a contract.
- 6.4.3 The College's District Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended Proposer(s).

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## **SECTION 7 – GENERAL CONDITIONS**

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the Procurement Officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College, award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the Vendor, extend the term for 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. The College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of the College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the Vendor shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than seventy-two (72) hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent (5%) of the total amount of the proposal must accompany proposal. Bonding company must appear on U.S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, the Vendor shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as the Vendor receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.

15. **DELIVERY:** The respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within thirty (30) days from the receipt of the order. The College may reject proposals that exceed delivery greater than thirty (30) days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation, and demonstration of use of all items ordered. If Installation is not required, the Vendor shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the Vendor until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the Vendor and return the product to vendor, at vendor's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, the College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by the College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Vendor shall at all times guard against damage and/or loss to the property of the College and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Vendor. The Vendor shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g. winter holidays, spring break, summer flex week, etc.). Prior to delivery, the Vendor shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of ninety (90) days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** The respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at vendor(s) expense and acquired on the open market. Any increase in cost may be charged against the Vendor. Any violation of these stipulations may also result in:
  - a. For a period of two (2) years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
  - b. All departments being advised not to do business with vendor.

29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College through the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies. The College disclaims any liability, obligation or responsibility for the payment of consequential, special, indirect, incidental or other similar damages incurred or sustained by respondent in any way arising out of or relating to this solicitation.
31. **LEGAL REQUIREMENTS:** The respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, the respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by the College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within thirty (30) days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of the College or an immediate family member of an employee of the College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this solicitation; then
  - Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
  - this solicitation; then
  - the respondent's proposal.

In case of any other doubt or difference of opinion, the decision of the College shall be final and binding on both parties.

37. **OSHA:** The respondent warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By submitting response to this solicitation, the respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one (1) year. As such, the College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release the College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon thirty (30) days prior written notice to the Vendor. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** The College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended

from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.

42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION:**
- a. By the College: The College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the College. Nothing herein shall be construed as consent by the College to be sued by third parties in any matter arising out of any contract.
  - b. By the Vendor: The Vendor agrees to indemnify, hold harmless and defend the College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Vendor, its agents, servants, and employees; the equipment of the vendor, its agents, servants, and employees while such equipment is on premises owned or controlled by the College; or the negligence of the vendor or the negligence of the vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the College's property, and injury or death of any person whether employed by the Vendor, the College or otherwise.
44. **SOLICITATION AND ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** The respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** The respondent is solely responsible for any and all costs associated with responding to this solicitation. The College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT AND LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.
48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State-owned building will not be exempted from the Florida Statute referencing sales and use tax. The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
  - b. Federal tax on transportation of property.
  - c. Cost of Municipal Building Permits.
  - d. Sales and rental tax payments to the State of Florida are the responsibility of the Vendor. The Vendor must provide documentation to the State.

Vendors by virtue of submitting a proposal agree to this condition.

49. **SUPPLIER DIVERSITY SMALL BUSINESS (SDSB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, color, sex, gender, national origin, religion, age, disability, marital status, sexual orientation, gender identity, genetic information or other legally protected classification in its programs and activities. Any College contractor found in violation of this policy will be removed from the College's vendor list and prohibited from bidding on College goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** The Vendor shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or the College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing company hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by

the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. The Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. The Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the College determines that payment in excess to those agreed to hereunder have been made to Contractor, the Contractor agrees to return payment to the College within thirty (30) days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. The Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and the bidder shall make available to the College all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to: (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the College, provided that the Contractor grants preferential treatment to the College with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within seventy two (72) consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten (10) calendar days after the date the notice of protest



was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for seventy-two (72) consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental website. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within seventy-two (72) consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to the College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the Vendor within seventy-two (72) hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and 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 except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

65. **FLORIDA STATUTE 283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be five percent (5%) if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the Vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE 287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be five percent (5%).
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
  - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
  - (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
  - (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
  - (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

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**\*\*\* ATTACHMENT C – SAMPLE CONTRACT \*\*\***

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## **CONTRACT FOR SERVICES TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of \_\_\_\_\_ 20\_\_ between the District Board of Trustees of Broward College, Florida ("College") \_\_\_\_\_ and \_\_\_\_\_ ("Vendor") (collectively, the "Parties"), will be in effect until \_\_\_\_\_ ("Contract").

### **1. INVOICES AND PAYMENTS.**

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of \_\_\_\_\_. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

### **2. INDEMNIFICATION.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

### **3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.**

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

#### **4. TERMINATION FOR DEFAULT.**

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

#### **5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

#### **6. AUDIT.**

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

#### **7. NONDISCRIMINATION.**

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

#### **8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.**

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.



## **9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.**

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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 contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

**10. NO WAIVER OF SOVEREIGN IMMUNITY.**

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

**11. COLLEGE'S TAX EXEMPTION.**

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

**12. ASSIGNMENT/GUARANTOR.**

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**13. FORCE MAJEURE.**

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

**14. AMENDMENTS.**

This Contract may be amended only when reduced to writing and signed by both Parties.

#### **15. ENTIRE AGREEMENT.**

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

#### **16. COMPLIANCE.**

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

#### **17. APPLICABLE LAW/VENUE.**

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

#### **18. VENDOR NOT TO LIMIT WARRANTY.**

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

#### **19. TERMS/PROVISIONS.**

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

#### **20. STATEMENT OF SERVICES.**

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

## **21. COMPENSATION/CONSIDERATION.**

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

## **22. INSURANCE.**

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

A. Commercial General Liability

1. Each Occurrence \$ \_\_\_\_\_
  2. Personal & Advertising Injury \$ \_\_\_\_\_
  3. General Aggregate \$ \_\_\_\_\_
  4. Products-Completed Operations \$2,000,000
- Policy must contain contractual liability coverage.

B. Automobile Liability \$ \_\_\_\_\_

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

1. Per Occurrence \$ \_\_\_\_\_
2. General Aggregate \$ \_\_\_\_\_

E. Cyber Liability \$ \_\_\_\_\_

F. Pollution Liability

1. Per Occurrence \$ \_\_\_\_\_
2. General Aggregate \$ \_\_\_\_\_

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

### **23. OWNERSHIP OF WORKS.**

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

### **24. COMPLIANCE/LICENSES.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws and this indemnification obligation shall survive the expiration or earlier termination of the Contract.

### **25. INDEPENDENT CONTRACTOR.**

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

### **26. DISPUTES.**

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.



## **27. E-VERIFY.**

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

## **28. CHANGE IN PERSONNEL.**

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College’s written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

## **29. BACKGROUND CHECKS.**

**This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site.** Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

**Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the “Contractor Policy Code Acknowledgement Form,” which is attached hereto and incorporated herein as Exhibit “B.”**

## **30. ANNOUNCEMENTS AND PRESS STATEMENTS.**

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its \_\_\_\_\_ or that position's designee, and in the case of the other party, permission must be granted by its \_\_\_\_\_ or that position's designee.

### **31. EMPLOYMENT BENEFITS.**

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

### **32. STOP WORK ORDER.**

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

### **33. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

\_\_\_\_\_  
College

\_\_\_\_\_  
Vendor

#### **FOR VENDOR USE ONLY**

Vendor Name (type) \_\_\_\_\_ Tax ID No. \_\_\_\_\_  
Authorized  
Representative \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ Telephone \_\_\_\_\_

Signature of Vendor \_\_\_\_\_ Date \_\_\_\_\_

Attested By Name (type) \_\_\_\_\_ Title \_\_\_\_\_

Signature of Attester \_\_\_\_\_ Date Signed \_\_\_\_\_

**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**BROWARD COLLEGE**  
**DRUG-FREE WORKPLACE CERTIFICATION**

**RFP-2024-082-OA**  
**ATTACHMENT D**

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the College,

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification) \_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

**\*\*\* ATTACHMENT E – NON-DISCLOSURE AGREEMENT \*\*\***

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## Non-Disclosure Agreement

- 1) Subject to Chapter 119, Florida Statutes and any and all other applicable laws, Receiving Party and any person who reviews or has access to Information from Disclosing Party hereunder shall safeguard the Information against disclosure by employing the same means to protect the Information as that Party uses to protect its own non-public, confidential, sensitive, or proprietary information, but in no event less than means consistent with prudent industry practices for the protection and safeguarding of confidential information. The Receiving party shall use the Information solely and exclusively for purposes relating to the Project and any resulting design, and/or construction of the Project (the "Purpose"), and no other purpose. Receiving Party shall not itself, nor shall it permit its employees, contractors, consultants and/or agents to, disclose to any person, corporation or other entity the Information without the prior written consent of the Disclosing Party, provided, however, a Receiving Party may distribute the Information to its officers, employees, agents and consultants and others who have a need for such Information for the permitted Purpose. Prior to disclosure of the Information to any individual, the Receiving Party shall ensure that the individual is informed of the terms, conditions and requirements of this Agreement and shall ensure that the recipient complies with the terms of this Agreement as if the recipient were a party to this Agreement. The Receiving Party shall immediately inform the Disclosing Party of any unauthorized access to, disclosure or use of Confidential Information and any other breach by the Receiving Party of its obligations and covenants hereunder, and the Receiving Party at no cost to the Disclosing Party shall cooperate with and support efforts of the Disclosing Party to address such unauthorized access disclosure or use or other breach. In the event that the Receiving Party or any recipient becomes obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information of the Disclosing Party, the Receiving Party shall give the Disclosing Party prompt prior written notice of such requirement and shall cooperate with the Disclosing Party at no cost to the Disclosing Party in efforts to seek a protective order or other appropriate remedy which prevents, restricts, limits, conditions or otherwise limits the disclosure of the Information. The Receiving Party shall return to the Disclosing Party upon the Disclosing Party's written request therefor any or all of the Information disclosed by the Disclosing Party as well as any documents containing Information, such as notes, summaries, extracts and other such documents, regardless of the medium in which the documents are created, stored, retrieved or accessed. Disclosing Party is not obligated to disclose any Information. No right, title, interest or license is granted to Receiving Party in relation to the Information except as expressly set out in this Agreement. Disclosing Party makes no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Information or its suitability for any purpose or use. Receiving Party and Disclosing Party each acknowledge that damages would not be an adequate remedy for breach of this Agreement

and the non-breaching party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Disclosing Party shall be entitled to recover, in addition to any other remedy or relief, an award of attorneys' fees incurred in connection with the enforcement or interpretation of this Agreement.

- 2) Additionally, without limiting the general requirements under this Agreement for the parties to comply with applicable laws, to the extent applicable to each party and/or its operations, each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws").
- 3) Any Architectural documents provided to the Contracted Party, by the Owner, are informational in quality. The Owner does NOT guarantee the full accuracy of these documents at the time they are provided to the Contracted Party.  
The Contracted party is responsible for field verifying any information related to the work they are contracted to perform.

**RECEIVING PARTY:**

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Signature

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Name

---

Title

---

Date

<b>BROWARD COLLEGE PUBLIC ENTITY CRIMES STATEMENT</b>	<b>RFP-2024-082-OA ATTACHMENT F</b>
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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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Section 287.133(2) (a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See Section 287.133(1) (g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate. See Section 287.133(1) (a), Florida Statutes.

**The Proposal hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past thirty six (36) months; or (2) any listing of the Proposal or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3) (f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows**

**State Name of Convicted Applicant or Affiliate or N/A Here**

Name of Company: \_\_\_\_\_

Address of Company: \_\_\_\_\_

Signature for the Company: \_\_\_\_\_

Title of Person Signing for the Company: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Witness' Relationship to the Company: \_\_\_\_\_

<b>BROWARD COLLEGE NON-COLLUSION AFFIDAVIT</b>	<b>RFP-2024-082-OA ATTACHMENT G</b>
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State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_ being first duly sworn, deposes and says t

(5) (1) He/she \_\_\_\_\_ is \_\_\_\_\_ the  
\_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)  
of \_\_\_\_\_, the Proposer that has submitted  
the attached proposal;

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- (3) Such Bid is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Non-Collusion Affidavit continued on next page...)

(... continued from previous page, Non-Collusion Affidavit)

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

ACKNOWLEDGMENT

State of Florida  
County of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me, the undersigned

Notary Public of the State of Florida, personally appeared \_\_\_\_\_  
Name(s) of individuals(s)  
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they  
executed it.

WITNESS my hand  
and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp  
or Type as Commissioned.)

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
☐ DID take an oath, or

☐ DID NOT take an o\_\_\_\_\_

OPTIONAL INFORMATION:

Type of Document: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Number of Signatures Notarized: \_\_\_\_\_



**BROWARD COLLEGE**  
**VENDOR CONFLICT OF INTEREST FORM**

**RFP-2024-082-OA**  
**ATTACHMENT H**

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**VENDOR CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of the College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES or NO** (check)

YES ☐ NO ☐

If YES, please explain below:

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PROPOSER'S COMPANY NAME: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**\*\*\* See ATTACHMENT I – PERFORMANCE EVALUATION  
SURVEY FORM on DemandStar \*\*\***

See separate PDF document in DemandStar

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**ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM**

Please email this form to Orlando Aponte at <a href="mailto:oaponte@broward.edu">oaponte@broward.edu</a> once completed in <b>PDF format</b> prior to 2:30 p.m. ET on: <b>Wednesday, July 31, 2024</b>	
This form is to be completed by the organization providing the reference <b><u>only</u></b> .	
Name of Company (Respondent to this RFP) on which reference is being provided:	
Company providing reference:	
Address of company providing reference:	
Name/title of person providing reference:	
Phone number of person providing reference:	
Email address of person providing reference:	
Date(s) of Service:	
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	

<p><b>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</b></p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	<p><b>Insert YOUR RATINGS in this column</b></p>
<b>1. QUALITY OF SERVICE/PROJECT/PRODUCT:</b> Did they perform service and provide project/product as specified and/or as proposed? <b>Please rate.</b>	
<b>2. PERSONNEL:</b> Regarding the performance and workmanship of company personnel. <b>Please rate.</b>	
<b>3. TIMELINESS/RESPONSIVENESS:</b> Was the company's timeliness and responsiveness satisfactory to your entity's needs? <b>Please rate.</b>	
<b>4. OVERALL PERFORMANCE:</b> Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? <b>Please rate.</b>	
<b>5. CUSTOMER SERVICE:</b> If problems were caused or encountered, were they addressed and resolved promptly? <b>Please rate customer service.</b>	
<b>6. DEADLINES/MILESTONES/BUDGET:</b> Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? <b>Please rate.</b>	
<b>7. ABILITY TO PERFORM:</b> Did the company have technical expertise, facilities, and equipment to perform as specified? <b>Please rate.</b>	
<b>8. YEARLY CONTRACTS:</b> If performing a yearly term contract, was the company able to adequately manage for the duration? <b>Please rate yearly contract performance.</b>	
<b>9. INTERACTION:</b> Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? <b>Please rate.</b>	
<b>10. FUTURE PROJECTS:</b> Most importantly, would you use this firm again? <b>Yes? No? Comments?</b>	
<p><b>COMMENTS:</b> Are there any additional comments you would like to add?</p> <hr/> <hr/> <hr/>	

BROWARD COLLEGE  
STATEMENT OF NO RESPONSE

RFP-2024-082-OA  
ATTACHMENT J

**STATEMENT OF “NO” RESPONSE**

If your company will not be submitting a proposal to this Request for Proposals (RFP), please complete this Statement of “No” Response Sheet and return, prior to the Reply Due Date established within, to Orlando Aponte at:

BROWARD COLLEGE  
Procurement Services Department  
[oaponte@broward.edu](mailto:oaponte@broward.edu)

This information will help the College in the preparation of future solicitations.

RFP Number: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

√	<b>Reasons for “NO” Response:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the solicitation.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**ADDENDUM No. 1**

**SOLICITATION No.:** RFP-2024-082-OA  
**SOLICITATION TITLE:** STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES  
**DATE:** July 8, 2024

This Addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES (RFP-2024-082-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

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**REVISIONS TO SOLICITATION**

**1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP**

**Q1 What is the Engineer's Annual Estimate?**

R1 Approximately \$70,000 per year.

**Q2 Is a bid bond required?**

R2 No.

**Q3 Will there be multiple bidders awarded?**

R3 To be determined by the College's Evaluation Committee.

**Q4 Is the contractor required to bid on every line item?**

R4 Yes.

**Q5 Please provide the previous contract's itemized bid tabulation for this same type of project.**

R5 Refer to ATTACHMENT A1A – BID TABULATION – RFP-2018-167-EH and ATTACHMENT A1B – AMENDMENT 2 – RFP-2018-167-EH.

**Q6 Is a bid bond required?**

R6 Refer to R2.

**Q7 Can you provide the detailed, line-item bid tabulation for the last bid project that resulted in a contract with Shenandoah?**

R7 Refer to R5.

**Q8 Can you provide the quantities utilized for the current services contract with Shenandoah over the past 24 months?**

R8 No.

**Q9 Can you provide the billings from Shenandoah over the past 24 months?**

R9 No.

**Q10 Please provide site maps for the project.**

R10 Refer to <https://www.broward.edu/about/locations/>, as services can be provided at Broward College's campuses, centers, and facilities on an as-needed basis.

## 2. **ATTACHMENTS**

- ATTACHMENT A1A – BID TABULATION – RFP-2018-167-EH
- ATTACHMENT A1B – AMENDMENT 2 – RFP-2018-167-EH

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Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

\_\_\_\_\_  
Signature and Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."



**PRICES TABULATION**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	HINTERLAND	SHENANDOAH	TV DIVERSIFIED
<b>TV Viewing</b>					
			%x1	%x1	%x1
1	Storm Drain {Video Camera} Observation 0 - 48" Log/Written Report	Linear Ft	\$8.00	\$6.00	\$2.50
2	Storm Drain {Video Camera} Observation 49" - 72" Log/Written Report	Linear Ft	\$10.00	\$20.00	\$3.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	\$100.00	\$30.00	\$1.00
<b>Plug Installation &amp; Removal {Includes Minimum Weekly Rental} for:</b>					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$400.00	\$1.00	\$165.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$600.00	\$5.00	\$665.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$1,400.00	\$10.00	\$660.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$3,000.00	\$15.00	\$985.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$4,500.00	\$25.00	\$2,190.00
<b>Pumping</b>					
9	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	\$75.00	\$25.00	\$205.00
10	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	\$75.00	\$35.00	\$213.00
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	\$85.00	\$40.00	\$292.00
<b>GENERAL MAINTENANCE AND REPAIRS</b>					
<b>Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe</b>					
12	Slip Lining 15" Pipe	Linear Ft	\$50.00	\$67.00	\$200.00
13	Slip Lining 18" Pipe	Linear Ft	\$50.00	\$75.00	\$300.00
14	Slip Lining 24" Pipe	Linear Ft	\$60.00	\$80.00	\$400.00
15	Slip Lining 30" Pipe	Linear Ft	\$90.00	\$95.00	\$500.00
16	Slip Lining 36" Pipe	Linear Ft	\$130.00	\$130.00	\$600.00
17	Slip Lining 42" Pipe	Linear Ft	\$150.00	\$182.00	\$700.00
18	Slip Lining 48" Pipe	Linear Ft	\$220.00	\$305.00	\$800.00
19	Slip Lining 54" Pipe	Linear Ft	\$230.00	\$322.00	\$900.00
20	Slip Lining 60" Pipe	Linear Ft	\$255.00	\$370.00	\$1,000.00
21	CIPP 15" Pipe 15 x 6.7 mm {Burial Depth is 0-6'}	Linear Ft	\$50.00	\$70.00	\$38.50
22	CIPP 15" Pipe 15 x 8.2 mm {Burial Depth is 6-12'}	Linear Ft	\$55.00	\$75.00	\$40.50

**PRICES TABULATION**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	HINTERLAND		SHENANDOAH		TV DIVERSIFIED	
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft		\$65.00		\$82.00		\$48.50
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft		\$70.00		\$85.00		\$51.50
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft		\$85.00		\$96.00		\$73.25
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft		\$90.00		\$105.00		\$76.25
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft		\$110.00		\$121.00		\$98.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft		\$115.00		\$126.00		\$100.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft		\$130.00		\$146.00		\$135.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft		\$140.00		\$162.00		\$138.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft		\$200.00		\$210.00		\$163.50
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft		\$220.00		\$210.00		\$165.00
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft		\$225.00		\$258.00		\$206.50
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft		\$250.00		\$259.00		\$210.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft		\$370.00		\$431.00		\$262.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft		\$390.00		\$431.25		\$265.00
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft		\$490.00		\$573.00		\$309.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft		\$500.00		\$550.00		\$312.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft		\$600.00		\$671.00		\$385.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft		\$600.00		\$661.00		\$388.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft		\$740.00		\$772.00		\$530.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft		\$800.00		\$895.00		\$662.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft		\$850.00		\$1,100.00		\$825.00
<b>PIPE CLEANING</b>								
<b>Pipe Cleaning and Sediment removal (Light Cleaning)</b>								
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft		\$0.50		\$0.50		\$2.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft		\$0.50		\$0.75		\$2.50
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft		\$1.00		\$1.00		\$3.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft		\$2.00		\$1.25		\$4.00
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft		\$2.00		\$1.50		\$4.00
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft		\$3.00		\$2.00		\$4.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft		\$5.00		\$2.50		\$8.00

**PRICES TABULATION**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	HINTERLAND		SHENANDOAH		TV DIVERSIFIED	
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft		\$5.00		\$2.75		\$8.00
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft		\$7.00		\$3.00		\$11.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft		\$8.00		\$4.00		\$12.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft		\$8.00		\$5.00		\$13.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft		\$12.00		\$6.00		\$14.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft		\$15.00		\$7.00		\$15.00
	<b>Pipe Cleaning and Sediment Removal (Medium Cleaning)</b>							
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft		\$2.00		\$1.00		\$4.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft		\$2.00		\$1.25		\$4.00
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft		\$2.00		\$1.50		\$6.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft		\$2.00		\$2.00		\$8.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft		\$4.00		\$2.50		\$8.00
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft		\$4.00		\$3.25		\$8.00
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft		\$4.00		\$3.50		\$12.00
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft		\$6.00		\$4.00		\$12.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft		\$8.00		\$7.00		\$14.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft		\$10.00		\$8.00		\$15.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft		\$12.00		\$10.00		\$16.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft		\$15.00		\$15.00		\$17.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft		\$18.00		\$35.00		\$18.00
	<b>Pipe Cleaning and Sediment Removal (Heavy Cleaning)</b>							
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft		\$5.00		\$5.50		\$4.00
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft		\$5.00		\$6.25		\$4.00
72	72 Cleaning and Sediment Removal 24" Pipe	Linear Ft		\$6.00		\$7.00		\$8.00
73	73 Cleaning and Sediment Removal 30" Pipe	Linear Ft		\$6.00		\$9.00		\$10.00
74	74 Cleaning and Sediment Removal 36" Pipe	Linear Ft		\$8.00		\$11.25		\$10.00
75	75 Cleaning and Sediment Removal 42" Pipe	Linear Ft		\$8.00		\$18.25		\$10.00
76	76 Cleaning and Sediment Removal 48" Pipe	Linear Ft		\$10.00		\$20.00		\$15.00
77	77 Cleaning and Sediment Removal 54" Pipe	Linear Ft		\$10.00		\$20.50		\$15.00
78	78 Cleaning and Sediment Removal 60" Pipe	Linear Ft		\$12.00		\$21.00		\$18.00

**PRICES TABULATION**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	HINTERLAND		SHENANDOAH		TV DIVERSIFIED	
79	79 Cleaning and Sediment Removal 66" Pipe	Linear Ft		\$15.00		\$22.00		\$19.00
80	80 Cleaning and Sediment Removal 72" Pipe	Linear Ft		\$18.00		\$25.00		\$20.00
81	81 Cleaning and Sediment Removal 84" Pipe	Linear Ft		\$20.00		\$30.00		\$21.00
82	82 Cleaning and Sediment Removal 96" Pipe	Linear Ft		\$30.00		\$40.00		\$22.00
<b>Pipe Cleaning and Sediment Removal (Specialty Cleaning)</b>								
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft		\$8.00		\$10.00		\$14.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft		\$10.00		\$10.00		\$14.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft		\$12.00		\$10.00		\$15.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft		\$12.00		\$12.00		\$18.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft		\$12.00		\$15.00		\$18.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft		\$12.00		\$20.00		\$18.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft		\$15.00		\$30.00		\$20.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft		\$15.00		\$35.00		\$20.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft		\$15.00		\$40.00		\$21.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft		\$18.00		\$45.00		\$22.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft		\$20.00		\$50.00		\$23.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft		\$20.00		\$60.00		\$24.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft		\$30.00		\$70.00		\$25.00
<b>Open Cut / Headwall Repairs &amp; Other Services</b>								
96	Construction Foreman	Hour		\$150.00		\$55.00		\$105.00
97	Equipment Operator	Hour		\$85.00		\$150.00		\$68.00
98	Laborer	Hour		\$35.00		\$35.00		\$46.00
99	Pipe Layer	Hour		\$50.00		\$37.00		\$57.25
100	Welding (Above & Below Water)	Hour		\$450.00		\$75.00		\$750.00
101	Diving Crew (3 Man Team) Certified	Hour		\$850.00		\$450.00		\$750.00
102	Crane 100 Ton & Below	Hour		\$185.00		\$80.00		\$430.00
103	Track or Wheeled Excavator	Hour		\$45.00		\$50.00		\$145.00
104	Stick Tracked Excavator (60' or Greater)	Hour		\$200.00		\$60.00		\$200.00
105	Wheel Loader	Hour		\$65.00		\$40.00		\$102.00
106	Backhoe Loader	Hour		\$50.00		\$30.00		\$98.00

**PRICES TABULATION**  
**Broward College RFP-2018-167-EH**  
**Storm Drain Cleaning, Repairs and Maintenance**

ITEM	DESCRIPTION	UNIT	HINTERLAND		SHENANDOAH		TV DIVERSIFIED	
107	Bulldozer	Hour		\$90.00		\$15.00		\$130.00
108	Double Drum Compactor	Hour		\$65.00		\$15.00		\$102.00
109	Vibratory Plate Compactor Hr.	Hour		\$10.00		\$15.00		\$92.00
110	100 CFM Air Compressor with Hammer	Hour		\$10.00		\$30.00		\$88.00
111	De-Watering	Hour		\$100.00		\$85.00		\$260.00
112	Asphalt Pavement Replacement	Tons		\$300.00		\$170.00		\$469.00
113	Lime Rock	Tons		\$40.00		\$55.00		\$29.50
114	Dirt	Tons		\$30.00		\$25.00		\$20.00
115	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.		\$6.00		\$25.00		\$6.00
116	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.		\$8.00		\$30.00		\$7.65
117	Mitered Ends	Sq. Ft.		\$24.00		\$45.00		\$15.00
118	Pressure Grout Injection	Joints		\$1,200.00		\$225.00		\$200.00
119	Bahia Sod	Sq. Ft.		\$5.00		\$1.30		\$3.10
120	Floratan Sod	Sq. Ft.		\$6.00		\$1.50		\$3.25
121	Rip Rap Rubble 6" - 12"	Tons		\$200.00		\$75.00		\$205.00
122	Rip Rap Bag (80 lb. Bags)	Each		\$50.00		\$12.00		\$32.00
123	Concrete Pillow Blanket slope protection	Square Yard		\$100.00		\$65.00		\$8.00
124	Silt Screen Installation & Removal per 100 ft.	Each		\$250.00		\$500.00		\$500.00
125	Mobilization Fee	Each		\$5,000.00		\$300.00		\$1,500.00
126	Material Mark Up % -Cost Plus Percentage may not exceed 10%. -A percentage of 0 or net cost is acceptable.		\$0.15	15%	\$0.10	10%	\$0.30	30%
GRAND TOTAL				<b>\$28,802.15</b>		<b>\$13,453.15</b>		<b>\$23,357.05</b>

**REVISED CONTRACT PRICING****RFP-2018-167-EH - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>New Unit Price</u></b>
12	Slip Lining 15" Pipe	LF	1	\$67.00	<b>\$79.72</b>
13	Slip Lining 18" Pipe	LF	1	\$75.00	<b>\$88.78</b>
14	Slip Lining 24" Pipe	LF	1	\$80.00	<b>\$99.08</b>
15	Slip Lining 30" Pipe	LF	1	\$95.00	<b>\$116.20</b>
16	Slip Lining 36" Pipe	LF	1	\$130.00	<b>\$159.68</b>
17	Slip Lining 42" Pipe	LF	1	\$182.00	<b>\$227.58</b>
18	Slip Lining 48" Pipe	LF	1	\$305.00	<b>\$338.92</b>
19	Slip Lining 54" Pipe	LF	1	\$322.00	<b>\$403.62</b>
20	Slip Lining 60" Pipe	LF	1	\$370.00	<b>\$494.02</b>
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	LF	1	\$70.00	<b>\$81.77</b>
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	LF	1	\$75.00	<b>\$88.09</b>
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	LF	1	\$82.00	<b>\$97.30</b>
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	LF	1	\$85.00	<b>\$101.73</b>
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	LF	1	\$96.00	<b>\$118.94</b>
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	LF	1	\$105.00	<b>\$129.94</b>
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	LF	1	\$121.00	<b>\$154.99</b>
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	LF	1	\$126.00	<b>\$162.54</b>
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	LF	1	\$146.00	<b>\$191.22</b>
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	LF	1	\$162.00	<b>\$210.76</b>
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	LF	1	\$210.00	<b>\$275.35</b>
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	LF	1	\$210.00	<b>\$275.35</b>
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	LF	1	\$258.00	<b>\$346.55</b>
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	LF	1	\$259.00	<b>\$338.52</b>
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	LF	1	\$431.00	<b>\$541.32</b>
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	LF	1	\$431.25	<b>\$531.28</b>
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	LF	1	\$573.00	<b>\$707.95</b>
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	LF	1	\$550.00	<b>\$671.89</b>
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	LF	1	\$671.00	<b>\$824.80</b>
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	LF	1	\$661.00	<b>\$808.50</b>
41	CIPP 72" Pipe x 30.4 mm Linear Ft	LF	1	\$772.00	<b>\$932.65</b>
42	CIPP 84" Pipe x 35.5 mm Linear Ft	LF	1	\$895.00	<b>\$1,268.58</b>
43	CIPP 96" Pipe x 40.6 mm Linear Ft	LF	1	\$1,100.00	<b>\$1,513.76</b>

OK 



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**ADDENDUM No. 2**

**SOLICITATION No.:** RFP-2024-082-OA  
**SOLICITATION TITLE:** STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES  
**DATE:** July 12, 2024

This Addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES (RFP-2024-082-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

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**REVISIONS TO SOLICITATION**

**1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP**

**Q1 Will the Owner add a bid item for Maintenance of Traffic?**

R1 No, refer to SECTION 3.2.1 of the solicitation document.

**Q2 Will the Owner please review and accept GeoKrete Geopolymer as a single standalone pipe rehabilitation application in lieu of the CIPP and Slip Lining for pipes 42" and Larger?**

R2 Refer to R1.

**2. ATTACHMENTS**

None.

\*\*\*\*\*

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

---

Signature and Print Name

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Title

---

Company Name

---

Date

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”



**BROWARD COLLEGE**

**REQUEST FOR PROPOSALS**

**RFP-2024-082-0A**

**STORM DRAIN CLEANING,  
REPAIRS AND MAINTENANCE SERVICES**

**PROPOSAL DUE DATE:**

**JULY 31, 2024**

**AT**

**2:30 P.M.**



## **4.1 – GENERAL INFORMATION**

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**TAB 2 – 4.18 – LETTER OF INSURABILITY**



# SHENANDOAH

Pipe Inspection & Restoration Specialist

1888 NW 22ND STREET  
POMPANO BEACH, FL, 33069  
954-975-0098

**JULY 31, 2024**

**BROWARD COLLEGE**  
**RFP-2024-082-OA**

## **STORM DRAIN CLEANING, REPAIRS & MAINTENANCE SERVICES**

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July 29, 2024

Broward College  
Procurement Services  
Cypress Creek Administrative Center  
6400 NW 6<sup>th</sup> Way  
Fort Lauderdale, FL 33309

**Subject: Bid Submission for RFP-2024-082-OA – Storm Drain Cleaning, Repairs and Maintenance Services at Broward College**

Dear Members of the Selection Committee,

Please find enclosed our bid proposal for the **RFP-2024-082-OA – Storm Drain Cleaning, Repairs and Maintenance Services at Broward College**. We appreciate the opportunity to submit our proposal for this important project and look forward to the possibility of continuing our work with Broward College.

We are proud to mention that Shenandoah General Construction, LLC was awarded the contract for the previous bid for this project. Our successful completion of that project is a testament to our commitment to quality and reliability, and we are eager to bring the same level of excellence to this new endeavor.

Shenandoah General Construction, LLC

**Authorized Representative:**  
**Anthony Guglielmi, President**  
**Address: 1888 NW 22<sup>nd</sup> Street, Pompano Beach, FL 33306**  
**Phone: 954-975-0098**  
**Email: [anthony@shenandoahus.com](mailto:anthony@shenandoahus.com)**

Anthony Guglielmi is fully authorized to make representations and enter into contractual agreements on behalf of Shenandoah General Construction, LLC.

Thank you for considering our proposal. Should you require any further information or have any questions, please do not hesitate to contact Anthony Guglielmi at the above address and phone number.

Sincerely,

Samantha Northcutt  
Contracts Administrator  
Shenandoah General Construction, LLC  
954-975-0098x117  
[s.northcutt@shenandoahus.com](mailto:s.northcutt@shenandoahus.com)





## **4.1 – GENERAL INFORMATION**

**TAB 1 – 4.1.1 – TITLE PAGE & TABLE OF CONTENTS**

**TAB 1 – 4.1.2 - LETTER OF TRANSMITTAL**

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**ADDENDUM No. 1**

**SOLICITATION No.:** RFP-2024-082-OA  
**SOLICITATION TITLE:** STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES  
**DATE:** July 8, 2024

This Addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES (RFP-2024-082-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

---

**REVISIONS TO SOLICITATION**

**1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP**

**Q1 What is the Engineer's Annual Estimate?**

R1 Approximately \$70,000 per year.

**Q2 Is a bid bond required?**

R2 No.

**Q3 Will there be multiple bidders awarded?**

R3 To be determined by the College's Evaluation Committee.

**Q4 Is the contractor required to bid on every line item?**

R4 Yes.

**Q5 Please provide the previous contract's itemized bid tabulation for this same type of project.**

R5 Refer to ATTACHMENT A1A – BID TABULATION – RFP-2018-167-EH and ATTACHMENT A1B – AMENDMENT 2 – RFP-2018-167-EH.

**Q6 Is a bid bond required?**

R6 Refer to R2.

**Q7 Can you provide the detailed, line-item bid tabulation for the last bid project that resulted in a contract with Shenandoah?**

R7 Refer to R5.

RFP-2024-082-OA – STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES  
ADDENDUM No. 1

Q8 Can you provide the quantities utilized for the current services contract with Shenandoah over the past 24 months?

R8 No.

Q9 Can you provide the billings from Shenandoah over the past 24 months?

R9 No.

Q10 Please provide site maps for the project.

R10 Refer to <https://www.broward.edu/about/locations/>, as services can be provided at Broward College's campuses, centers, and facilities on an as-needed basis.

2. ATTACHMENTS

- ATTACHMENT A1A – BID TABULATION – RFP-2018-167-EH
- ATTACHMENT A1B – AMENDMENT 2 – RFP-2018-167-EH

\*\*\*\*\*

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.



Anthony Guglielmi

President

Signature and Print Name

Title

Shenandoah General Construction, LLC

7/31/24

Company Name

Date

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

---

**ADDENDUM No. 2**

**SOLICITATION No.:** RFP-2024-082-OA  
**SOLICITATION TITLE:** STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES  
**DATE:** July 12, 2024

This Addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES (RFP-2024-082-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

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**REVISIONS TO SOLICITATION**

**1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP**

**Q1 Will the Owner add a bid item for Maintenance of Traffic?**

**R1 No, refer to SECTION 3.2.1 of the solicitation document.**

**Q2 Will the Owner please review and accept GeoKrete Geopolymer as a single standalone pipe rehabilitation application in lieu of the CIPP and Slip Lining for pipes 42" and Larger?**

**R2 Refer to R1.**

**2. ATTACHMENTS**

None.

\*\*\*\*\*

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.



**Anthony Guglielmi**

Signature and Print Name

**President**

Title

**Shenandoah General Construction, LLC**

Company Name

**7/31/24**

Date

RFP-2024-082-OA – STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES  
ADDENDUM No. 2

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>Shenandoah General Construction LLC</b>		
	<b>2</b> Business name/disregarded entity name, if different from above.		
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>C</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>1888 NW 22 Street</b> <b>6</b> City, state, and ZIP code <b>Pompano Beach, FL 33069</b> <b>7</b> List account number(s) here (optional)	<b>Requester's name and address (optional)</b>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
			-			-		
or								
<b>Employer identification number</b>								
5	9	-	1	7	0	7	6	7 3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>3/15/24</b>
------------------	--	---------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they





## NOTICE PROVISION

Following contract award, when any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph.

This information must be submitted with the proposal or within three days of request. For the present, the parties designate the following as the respective places for giving notice:

**To College:** Zaida Riollano, Procurement Manager  
Procurement Services Department – 2<sup>nd</sup> Floor  
6400 NW 6<sup>th</sup> Way  
Fort Lauderdale, FL 33309

**With Copy To  
(College):** Office of the General Counsel  
111 East Las Olas Boulevard, Room 523  
Fort Lauderdale, FL 33301

**With Copy To:  
(College Contract  
Administrator #1)** Deborah Czubkowski, Vice President, Facilities Management  
3501 SW Davie Road  
Davie, FL 33314

**With Copy To:  
(College Contract  
Administrator #2)** Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance  
3501 SW Davie Road  
Davie, FL 33314

**To Proposer:** Shenandoah General Construction, LLC  
Anthony Guglielmi, President  
1888 NW 22nd Street, Pompano Beach, FL 33069



July 29, 2024

## **LITIGATION HISTORY**

To whom It May Concern,

We hereby confirm that no litigation or regulatory action has been filed against Shenandoah General Construction, LLC or any of its team members.

Additionally, no team member has been involved in any services-related litigation, action, or claim of projects of the same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial, or appellate level, within five years preceding the submission of this submittal.

Sincerely,

Anthony Guglielmi

President

Shenandoah General Construction, LLC

[anthony@shenandoahus.com](mailto:anthony@shenandoahus.com)



New York City  
450 7<sup>th</sup> Ave  
Suite 400  
New York, NY 10123  
Telephone 646.625.7100

**Contact us**  
info@constructionriskpartners.com

**ConstructionRiskPartners.com**

## Confirmation of Insurance Letter

July 29, 2024

The District Board of Trustees of Broward College, Florida  
Office of Risk Management  
6400 NW 6th Way  
Fort Lauderdale, FL 33309

RE: RFP-2024-082-OA Storm Drain Cleaning, Repairs and Maintenance Services

To whom it may concern:

In compliance with the *REQUEST FOR PROPOSALS* RFP-2024-082-OA, we, Construction Risk Partners, in our capacity as the broker for Shenandoah General Construction LLC are providing this letter on behalf of our client to satisfy the requirement of Section 4 - Submittal Requirements, 4.1 General Information, item 4.1.8 Letter of Insurability,

As part of the bid submitted by AM&G Waterproofing, LLC we hereby confirm the following, as of the date of this letter:

- (a) Construction Risk Partners have read section 3.9 INSURANCE REQUIREMENTS of the REQUEST FOR PROPOSALS RFP-2024-082-OA document dated June 26, 2024
- (b) the Bidder, Shenandoah General Construction LLC, either currently carries or would be able to purchase and maintain insurance of the types and in the amounts required by the aforementioned section of the document, and can do so under the terms, and subject to the conditions, of the cited section.

Respectfully,

Jason Rohde  
Client Manager  
on behalf of Construction Risk Partners

RFP-2024-082-OA  
Storm Drain Cleaning, Repairs  
and Maintenance Services

July 29th, 2024



## **4.2 – MINIMUM ELIGIBILITY CRITERIA**

**TAB 3 – 4.2.1 – REQUIRED RESPONSE FORM**

**TAB 3 – 4.2.2 – MINIMUM QUALIFICATIONS & LICENSES**

**ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM**

Please email this form to Orlando Aponte at <a href="mailto:oaponte@broward.edu">oaponte@broward.edu</a> once completed in <b>PDF format</b> prior to 2:30 p.m. ET on: <b>Wednesday, July 31, 2024</b>	
This form is to be completed by the organization providing the reference <b>only</b> .	
Name of Company (Respondent to this RFP) on which reference is being provided:	
Company providing reference:	
Address of company providing reference:	
Name/title of person providing reference:	
Phone number of person providing reference:	
Email address of person providing reference:	
Date(s) of Service:	
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	

<p><b>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</b></p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	<p><b>Insert YOUR RATINGS in this column</b></p>
<b>1. QUALITY OF SERVICE/PROJECT/PRODUCT:</b> Did they perform service and provide project/product as specified and/or as proposed? <b>Please rate.</b>	
<b>2. PERSONNEL:</b> Regarding the performance and workmanship of company personnel. <b>Please rate.</b>	
<b>3. TIMELINESS/RESPONSIVENESS:</b> Was the company's timeliness and responsiveness satisfactory to your entity's needs? <b>Please rate.</b>	
<b>4. OVERALL PERFORMANCE:</b> Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? <b>Please rate.</b>	
<b>5. CUSTOMER SERVICE:</b> If problems were caused or encountered, were they addressed and resolved promptly? <b>Please rate customer service.</b>	
<b>6. DEADLINES/MILESTONES/BUDGET:</b> Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? <b>Please rate.</b>	
<b>7. ABILITY TO PERFORM:</b> Did the company have technical expertise, facilities, and equipment to perform as specified? <b>Please rate.</b>	
<b>8. YEARLY CONTRACTS:</b> If performing a yearly term contract, was the company able to adequately manage for the duration? <b>Please rate yearly contract performance.</b>	
<b>9. INTERACTION:</b> Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? <b>Please rate.</b>	
<b>10. FUTURE PROJECTS:</b> Most importantly, would you use this firm again? <b>Yes? No? Comments?</b>	
<p><b>COMMENTS:</b> Are there any additional comments you would like to add?</p> <hr/> <hr/> <hr/>	





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GUGLIELMI, ANTHONY**

SHENANDOAH GENERAL CONSTRUCTION, LLC  
1888 NW 22ND STREET  
POMPANO BEACH FL 33069

**LICENSE NUMBER: CGC1524099**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.







Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**GUGLIELMI, ANTHONY**

SHENANDOAH GENERAL CONSTRUCTION, LLC  
1888 NW 22ND STREET  
POMPANO BEACH FL 33069

**LICENSE NUMBER: CUC1225783**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

**DBA:**  
**Business Name:** SHENANDOAH GENERAL CONSTRUCTION  
LLC

**Receipt #:** 189-6135  
**Business Type:** ALL OTHER TYPES CONTRACTOR  
(UNDERGROUND  
UTILITY/EXCAVATION)

**Owner Name:** ANTHONY GUGLIELMI  
**Business Location:** 1888 NW 22ND ST  
POMPANO BEACH  
**Business Phone:** 954-973-3060

**Business Opened:** 09/12/2008  
**State/County/Cert/Reg:** CUC1225783  
**Exemption Code:**

Rooms

Seats

Employees  
28

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt Fee 81.00  
Packing/Processing/Canning Employees 0.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.





**CITY OF POMPANO BEACH  
BUSINESS TAX RECEIPT  
FISCAL YEAR: 2023 - 2024**

**Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024**

4471062  
SHENANDOAH GENERAL CONSTRUCTION LLC  
1888 NW 22 ST

8/30/2023

POMPANO BEACH FL 33069

**THIS IS NOT A BILL**

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

**BUSINESS OWNER:** SHENANDOAH GEN CONST LLC  
**BUSINESS LOCATION:** 1888 NW 22 ST POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
24-00100827	ENGINEERING CONSTRUCTION (1A-4C)
24-00110412	CONTRACTOR GENERAL (GC)
24-00110413	ENGINEERING CONSTRUCTION (1A-4C)

**NOTICE:** A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

**BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30<sup>TH</sup> OF EACH YEAR**

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
SHENANDOAH GENERAL CONSTRUCTION, LLC

### Filing Information

<b>Document Number</b>	L19000024056
<b>FEI/EIN Number</b>	59-1707673
<b>Date Filed</b>	01/29/2019
<b>Effective Date</b>	12/21/1976
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	11/29/2021
<b>Event Effective Date</b>	NONE

### Principal Address

1888 NW 22ND ST  
POMPANO BEACH, FL 33069-1318

### Mailing Address

1888 NW 22ND ST  
POMPANO BEACH, FL 33069-1318

### Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.  
801 US HIGHWAY 1  
NORTH PALM BEACH, FL 33408

Address Changed: 03/25/2020

### Authorized Person(s) Detail

#### **Name & Address**

Title President

Guglielmi, Anthony  
1888 NW 22ND ST  
POMPANO BEACH, FL 33069-1318

Title CFO

Bendgen, Charles  
1888 NW 22ND ST  
POMPANO BEACH, FL 33069-1318

Annual Reports

Report Year	Filed Date
2023	03/15/2023
2023	10/02/2023
2024	02/09/2024

Document Images

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<a href="#">11/29/2021 -- LC Amendment</a>	View image in PDF format
<a href="#">03/15/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/02/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/16/2019 -- LC Amendment</a>	View image in PDF format
<a href="#">01/29/2019 -- Florida Limited Liability</a>	View image in PDF format



# CERTIFICATE OF COMPLETION

*Leonard Jaglarski*

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:

Tampa Bay Training  
3204 W. DeLeon St. Unit B  
Tampa FL 33609  
Phone: 813-420-5891

Verify this Certificate by visiting [www.motadmin.com](http://www.motadmin.com)

09/05/2023

Issue Date

08/23/2027

Expiration Date

P. C

Instructor

614163

Certificate No.





# CERTIFICATE OF COMPLETION

*Nicco Grimm*

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:



T2 Centers University of Florida  
2100 NE Waldo Road  
Gainesville FL 32609  
Phone: 352-273-1670

Verify this Certificate by visiting [www.motadmin.com](http://www.motadmin.com)

04/23/2024

Issue Date

04/12/2028

Expiration Date

ST

Instructor

622921

Certificate No.





This Certifies that  
**JOSE VERA**

Has Completed a Florida Department of Transportation Approved  
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 02/20/2025

Certificate # 70517

Instructor: Michael Hernandez FDOT Provider # 15

Florida Safety Council  
Phone: 407-897-4443  
1505 E. Colonial Drive  
Orlando, FL 32803  
occsafety.com  
cfreeman@floridasafety.org





## **4.3 – EXPERIENCE AND QUALIFICATIONS**

**TAB 4 – 4.3.1 – EXECUTIVE SUMMARY**

**TAB 4 – 4.3.2 – ORGANIZATIONAL PROFILE**

**TAB 4 – 4.3.3 – ACCOUNT MANAGEMENT STAFFING**

**TAB 4 – 4.3.4 – REFERENCES**



## Executive Summary

### A. Overview of Shenandoah General Construction's Interest and Qualifications

Shenandoah General Construction is pleased to submit our proposal for the Storm Drain Cleaning Repairs and Maintenance Services contract with Broward College. We are highly interested in this opportunity to partner with the College due to our extensive experience and success in similar projects. Established in 1976, Shenandoah Construction has grown to become a leader in providing high-quality construction services, specializing in drainage systems, pipe rehabilitation, and general construction.

Our team comprises highly qualified professionals dedicated to delivering superior results. Key staff members include:

- **Anthony Guglielmi, President**
  - **Contact Information:** Phone # 954-975-0098 x107, Email Address – [anthony@shenandoahus.com](mailto:anthony@shenandoahus.com)
  - **Qualifications:** Over 25 years of experience in construction management, with a proven track record of successful project completions.
- **Robson Lima, Specialty Project Manager/Estimator**
  - **Contact Information:** Phone number 954-275-2082, [r.lima@shenandoahus.com](mailto:r.lima@shenandoahus.com)
  - **Qualifications:** Over 17 years' extensive experience in project management and client relations, ensuring projects are completed on time and within budget.
- **Ramy Wassef, Specialty Project Manager**
  - **Contract Information:** Phone number 954-275-9152, [r.wassef@shenandoahus.com](mailto:r.wassef@shenandoahus.com)
  - **Qualifications:** Over 10 years of experience in project management and strong leadership abilities, capable of managing and motivating teams to achieve project goals. Ramy's knowledge of safety regulations and practices, maintains a safe working environment on his jobsites.

## **B. Understanding of Services and Compliance**

Shenandoah General Construction has a comprehensive understanding of the nature and scope of the services required by Broward College. We are committed to providing the highest standards of service, ensuring compliance with all contractual requirements. Our ability to deliver quality work while maintaining adherence to all regulatory and contractual obligations makes us the ideal choice for this contract.

## **C. Company Qualifications and Principals**

Shenandoah General Construction, established in 1976, has consistently demonstrated our qualifications for handling miscellaneous projects. Our principal team members, including Anthony Guglielmi, Robson Lima and Ramy Wassef, are well-versed in managing projects of varying complexities. Their leadership and expertise will be directly applied to the miscellaneous projects for Broward College.

## **D. Acknowledgement of Addenda**

We acknowledge receipt of the following addenda:

- Addendum No. (1) one, dated July 8, 2024
- Addendum No. (2) two, dated July 12, 2024

## **E. Present Operations and Qualifications**

Shenandoah General Construction currently operates with a focus on infrastructure projects, including drainage system maintenance and rehabilitation, general construction, and pipe cleaning. Our operational model emphasizes quality, safety, and efficiency, which aligns with the requirements of Broward College's solicitation.

## **F. Recent Projects and Experience**

Our recent projects, similar in scope to the requirements of this solicitation, include:

- **Project Name:** Drainage Repair
  - **Client:** FDOT D5
  - **Scope:** Pipe and Inlet Replacement, and pipelining on SR 44 from W. of Timberland Dr. to Colony Park Road in New Smyrna Beach, Volusia County
  - **Project Name:** Pine Ridge Road Clean and ViewUS-41 to Airport Pulling Road
  - **Client:** Collier County Road Maintenance Department
  - **Scope:** Clean, televise/digitally record, and internally inspect all of the individual assets within the entire drainage system (including all inlets/catch basins, storm manholes, junction boxes, drainage pipes and pipe ends), to assess the overall structural condition of each individual asset and to identify any and all defects, damage, missing components, breaks, blockages, crushed, collapsed, vertical misalignments, and deteriorated or severed pipe, in the areas

- **Project Name:** Emergency - Atlantic Vocational Tech College
  - **Client:** Broward County School Board North Area Maintenance
  - **Scope:** Emergency clean sanitary system, clean 1 manhole and jet two lines to clear blockage

Shenandoah General Construction's dedication to excellence, combined with our extensive experience and highly skilled team, makes us the best choice for Broward College. We look forward to the opportunity to contribute to the success of the College's projects.

Sincerely,



Anthony Guglielmi

President

Shenandoah General Construction, LLC

Phone - 954-931-8972, Email - [anthony@shenandoahus.com](mailto:anthony@shenandoahus.com)





## ORGANIZATIONAL PROFILE

**a. Current organization's name, addresses, telephone number, and fax number:**

Shenandoah General Construction, LLC

1888 NW 22<sup>nd</sup> Street

Pompano Beach, FL 33069

(954) 975-0098

(954) 975-9718 Fax

**b. The date that organization was established.**

1976

**c. The size of the organization.**

151 Employees

**d. The number of years established in business, including operation under other company names, providing services same or similar as described herein.**

48 years – no other name affiliated – Past or Current

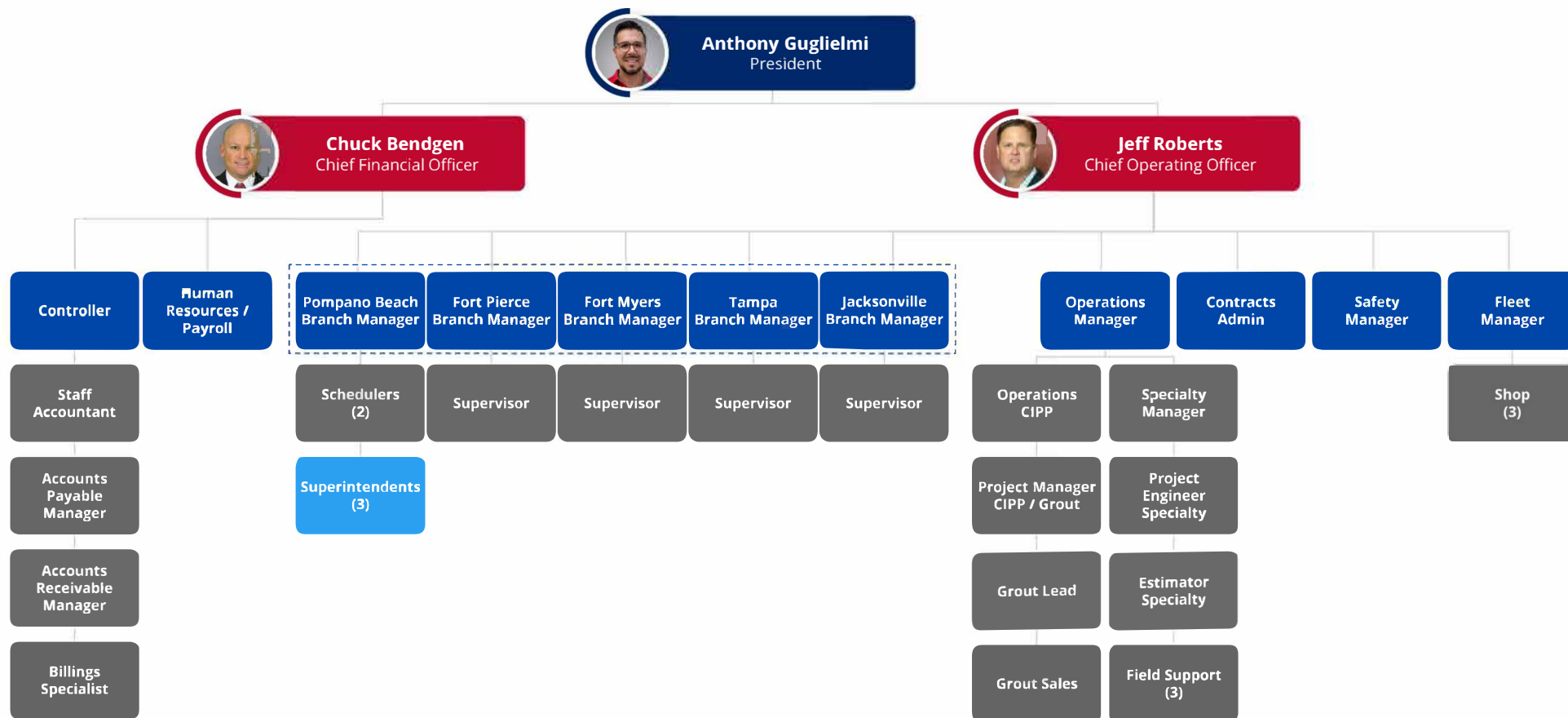
**e. Number of years in business**

48 years

**f. List the key personnel designated for the proposed project. Indicate their assigned roles, expertise, registration/licenses education and experience. Describe the unique capabilities of key personnel and joint parties and how those qualifications and capabilities apply to the project.**

All employees are trained and qualified in their positions, including being certified in confined space entry and CPR. Our Pompano Beach Facility's employees live in the tri county areas of Broward, Miami-Dade and Palm Beach.

# ORGANIZATIONAL CHART



Note: Branch Managers also report to President on a daily basis.

**ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM**

Please email this form to Orlando Aponte at <a href="mailto:oaaponte@broward.edu">oaaponte@broward.edu</a> once completed in PDF format prior to 2:30 p.m. ET on: <b>Wednesday, July 31, 2024</b>	
This form is to be completed by the organization providing the reference <u>only</u> .	
Name of Company (Respondent to this RFP) on which reference is being provided:	Shenandoah General Construction LLC
Company providing reference:	City of Boca Raton
Address of company providing reference:	2500 NW 1st Ave, Boca Raton, FL, 33432
Name/title of person providing reference:	Clecio De Sa/Assistant City Engineer
Phone number of person providing reference:	(561) 416-3429
Email address of person providing reference:	cdesa@myboca.us
Date(s) of Service:	04/27/2022 to 11/26/2023
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	\$954,406.86

<p><b>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</b></p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	<p><b>Insert YOUR RATINGS in this column</b></p>
<b>1. QUALITY OF SERVICE/PROJECT/PRODUCT:</b> Did they perform service and provide project/product as specified and/or as proposed? <b>Please rate.</b>	5
<b>2. PERSONNEL:</b> Regarding the performance and workmanship of company personnel. <b>Please rate.</b>	5
<b>3. TIMELINESS/RESPONSIVENESS:</b> Was the company's timeliness and responsiveness satisfactory to your entity's needs? <b>Please rate.</b>	5
<b>4. OVERALL PERFORMANCE:</b> Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? <b>Please rate.</b>	5
<b>5. CUSTOMER SERVICE:</b> If problems were caused or encountered, were they addressed and resolved promptly? <b>Please rate customer service.</b>	5
<b>6. DEADLINES/MILESTONES/BUDGET:</b> Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? <b>Please rate.</b>	5
<b>7. ABILITY TO PERFORM:</b> Did the company have technical expertise, facilities, and equipment to perform as specified? <b>Please rate.</b>	5
<b>8. YEARLY CONTRACTS:</b> If performing a yearly term contract, was the company able to adequately manage for the duration? <b>Please rate yearly contract performance.</b>	5
<b>9. INTERACTION:</b> Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? <b>Please rate.</b>	5
<b>10. FUTURE PROJECTS:</b> Most importantly, would you use this firm again? <b>Yes? No?</b>	Yes
<p><b>COMMENTS:</b> Are there any additional comments you would like to add?</p> <p>No additional comments.</p> <hr/> <hr/> <hr/>	



**ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM**

Please email this form to Orlando Aponte at <a href="mailto:oaponte@broward.edu">oaponte@broward.edu</a> once completed in PDF format prior to 2:30 p.m. ET on: <b>Wednesday, July 31, 2024</b>	
This form is to be completed by the organization providing the reference <u>only</u> .	
Name of Company (Respondent to this RFP) on which reference is being provided:	Shenadoah
Company providing reference:	Northern Palm Beach County Improvement District
Address of company providing reference:	359 Hiatt Dr. PBG 33418
Name/title of person providing reference:	Greg Sale, Operations Supervisor
Phone number of person providing reference:	561-946-8578
Email address of person providing reference:	Greg@nphcid.org
Date(s) of Service:	23'-24'
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	200K - 400K per year

<p><b>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</b></p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	<b>Insert YOUR RATINGS in this column</b>
<b>1. QUALITY OF SERVICE/PROJECT/PRODUCT:</b> Did they perform service and provide project/product as specified and/or as proposed? <b>Please rate.</b>	4
<b>2. PERSONNEL:</b> Regarding the performance and workmanship of company personnel. <b>Please rate.</b>	4
<b>3. TIMELINESS/RESPONSIVENESS:</b> Was the company's timeliness and responsiveness satisfactory to your entity's needs? <b>Please rate.</b>	4
<b>4. OVERALL PERFORMANCE:</b> Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? <b>Please rate.</b>	4
<b>5. CUSTOMER SERVICE:</b> If problems were caused or encountered, were they addressed and resolved promptly? <b>Please rate customer service.</b>	4
<b>6. DEADLINES/MILESTONES/BUDGET:</b> Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? <b>Please rate.</b>	4
<b>7. ABILITY TO PERFORM:</b> Did the company have technical expertise, facilities, and equipment to perform as specified? <b>Please rate.</b>	4
<b>8. YEARLY CONTRACTS:</b> If performing a yearly term contract, was the company able to adequately manage for the duration? <b>Please rate yearly contract performance.</b>	4
<b>9. INTERACTION:</b> Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? <b>Please rate.</b>	4
<b>10. FUTURE PROJECTS:</b> Most importantly, would you use this firm again? <b>Yes? No?</b>	4
<b>Comments?</b>	
I have no issues using Shenadoah in the future.	



## SECTION 1 - REQUIRED RESPONSE FORM

<b>RFP #:</b> RFP-2024-082-OA	<b>RFP TITLE:</b> STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES			<b>RELEASE DATE:</b> WED 06/26/2024
<b><u>DUE DATE:</u></b> WED 07/31/2024	<b><u>TIME DUE -</u></b> <b><u>AT OR</u></b> <b><u>BEFORE:</u></b> 2:30 p.m. ET	<b>NUMBER OF</b> <b>PROPOSAL</b> <b>COPIES</b> <b>REQUIRED:</b> →	<b><u>ORIGINALS:</u></b> One (1) Original Electronic Copy	The College uses E-Bidding and will only accept electronic submittals via DemandStar at <a href="http://www.demandstar.com">www.demandstar.com</a> . Complete Electronic Copy of Proposal must be in a single Adobe PDF File

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposers are encouraged to schedule additional time for upload of proposal documents due to online procedures. Proposals received after the date and time due **will not** be considered.

### **PROPOSER'S INFORMATION**

Proposer's Name: Shenandoah General Construction, LLC  
Street Address: 1888 NW 22nd Street  
City and State: Pompano Beach, FL 33069  
Proposer Telephone: 954-975-0098 Proposer Fax: 954-975-9718  
Proposer Toll Free: \_\_\_\_\_  
Contact Person: Samantha Northcutt  
Contact Person's Address: 1888 NW 22nd Street, Pompano Beach FL 33069  
Contact Telephone: 954-975-0098 x117 Contact Fax: \_\_\_\_\_ Contact Toll Free: 954-975-9718  
Internet E-mail Address: s.northcutt@shenandoahus.com Internet URL: www.shenandoahus.com  
Proposer Taxpayer Identification Number: 59-1707673

**How were you informed of this solicitation?** (Please provide media name(s) in blank space):

Website: Demand Star Newspaper: \_\_\_\_\_ Other: \_\_\_\_\_

### **PROPOSAL CERTIFICATION**

I hereby certify that I am submitting the following information as my company's (Proposer) Proposal, I am authorized by the Proposer to do so, and I warrant that I have legal power to bind the company on its behalf; the Proposer agrees to complete an unconditional acceptance of the contents of this document inclusive of this Request for Proposals (RFP), and all attachments, exhibits, and appendices and the contents of any Addenda released hereto; the Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; the Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; the Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; and that all responses, data, and information contained in this proposal are true and accurate.



July 29, 2024

Signature of Proposer's Authorized Principal

Date

Anthony Guglielmi

President

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

**NOTE: Entries must be completed in ink or typewritten.** This original Required Response Form must be fully executed and submitted with this RFP Submission.



## **4.4 – SCOPE OF WORK**

**TAB 5 – 4.4.1 – SCOPE OF WORK**

**TAB 5 – 4.4.2 – QUALITY ASSURANCE**





## **Scope of Work**

### **Proposed Solution**

Shenandoah General Construction proposes a comprehensive solution to address the requirements outlined in ATTACHMENT A – SCOPE OF WORK. Our approach integrates state-of-the-art technology and industry best practices to ensure effective and efficient storm drain cleaning, repairs, and maintenance services. Our solution includes:

- **High-Velocity Water Jetting:** Utilizing high-velocity water jetting equipment to thoroughly clean storm drains and remove all debris, sediment, and blockages.
- **Trenchless Repair Techniques:** Implementing trenchless repair methods such as Cured-In-Place Pipe (CIPP) lining to minimize disruption and enhance the durability of the stormwater infrastructure.
- **Regular Maintenance Schedule:** Establishing a regular maintenance schedule to ensure ongoing performance and prevent potential issues.

### **Proposed Methodology**

To accomplish our proposed solution, Shenandoah General Construction will:

1. **Initial Inspection:** Conduct thorough inspections using advanced CCTV technology to assess the condition of the storm drains and identify areas requiring attention.
2. **Cleaning Process:** Employ high-velocity water jetting to clean the drains, ensuring all debris and sediment are removed.
3. **Repair and Maintenance:** Utilize trenchless repair techniques for any identified issues, ensuring minimal disruption and long-term durability.
4. **Final Inspection:** Perform a final inspection to verify the quality of the cleaning and repair work, ensuring all services meet industry standards and client expectations.

## **Proposer's Procedures**

Our procedures for completing the required work include:

- **Inspection Protocols:** Detailed inspection protocols using CCTV technology to assess and document the condition of the storm drains.
- **Cleaning Procedures:** Systematic cleaning procedures using high-velocity water jetting to ensure thorough removal of debris and sediment.
- **Repair Techniques:** Advanced trenchless repair techniques such as CIPP lining to address any issues identified during the inspections.
- **Quality Assurance:** Rigorous quality assurance procedures to ensure all work meets the highest standards.

## **Coordination and Communication**

Shenandoah Construction will ensure seamless coordination and communication throughout the project by:

- **Project Coordination:** Assigning a dedicated project manager to oversee all aspects of the work and serve as the primary point of contact.
- **Regular Updates:** Providing regular updates to the College Contract Administrator(s) on the progress of the work, including any issues encountered and actions taken.
- **Communication Plan:** Implementing a clear communication plan to ensure all stakeholders are informed and engaged throughout the project.

## **Reports**

We will provide detailed reports and data to Broward College, including:

- **Pre-Service Reports:** Initial inspection reports detailing the condition of the storm drains and any identified issues.
- **Progress Reports:** Regular progress reports documenting the cleaning and repair activities performed, including before-and-after photos and videos.
- **Final Reports:** Comprehensive final reports summarizing all work completed, including verification of the quality and effectiveness of the services provided.

## **Timeframe**

Our detailed project timeframe includes the following key milestones:

- Project Kickoff: Week 1 - Initial meetings and site assessments.
- Initial Inspections: Weeks 2-3 - Conducting CCTV inspections of all storm drains.
- Cleaning and Repairs: Weeks 4-8 - Performing cleaning and repair activities.
- Final Inspections: Week 9 - Conducting final inspections to verify the quality of the work.
- Reporting and Closeout: Week 10 - Submitting final reports and closing out the project.

## **Other Services**

In addition to the core services outlined above, Shenandoah General Construction is also proposing the following additional services:

- Preventative Maintenance Programs: Developing customized preventative maintenance programs to help Broward College maintain the performance and longevity of their stormwater infrastructure.
- Emergency Response Services: Providing rapid response services for any emergency issues that may arise, ensuring minimal disruption and quick resolution.



## **QUALITY ASSURANCE**

### **Quality Assurance Plan for Storm Drain Cleaning, Repairs, and Maintenance Services**

#### **1. Introduction**

To ensure the highest standards of quality in storm drain cleaning, repairs, and maintenance, Shenandoah General Construction has developed a robust Quality Assurance (QA) plan. This plan outlines the procedures, responsibilities, and measures to be taken to maintain and continuously improve the quality of services provided.

#### **2. Objectives**

- Maintain clean and functional storm drainage systems.
- Ensure all repairs and maintenance meet or exceed industry standards.
- Minimize disruptions to the community and environment.
- Achieve client satisfaction through consistent and reliable service delivery.

#### **3. Quality Assurance Team**

- Project Manager (Ramy): Oversees the QA plan implementation, coordinates with the team, and ensures compliance with client specifications.
- Site Supervisors: Monitor on-site activities, conduct inspections, and report any issues.
- Quality Control Inspectors: Perform regular checks to ensure work meets quality standards.
- Safety Officers: Ensure all safety protocols are followed during operations.

#### **4. Training and Certification**

- All personnel involved in storm drain services must undergo regular training on the latest techniques, safety protocols, and equipment use.
- Certifications must be kept up to date, ensuring all team members are qualified to perform their tasks.

## **5. Standard Operating Procedures (SOPs)**

- **Cleaning Procedures:** Utilize high-pressure water jetting and vacuuming techniques to remove debris and sediment.
- **Repair Procedures:** Follow industry best practices for repairing cracks, leaks, and structural damage using appropriate materials and methods.
- **Maintenance Procedures:** Regularly inspect drains, schedule preventive maintenance, and promptly address any identified issues.

## **6. Inspection and Testing**

- **Pre-Work Inspections:** Assess the condition of storm drains before starting any cleaning, repair, or maintenance work.
- **During-Work Inspections:** Continuous monitoring to ensure adherence to quality standards.
- **Post-Work Inspections:** Final checks to confirm the work meets required specifications and performance standards.
- **Testing:** Conduct flow tests, CCTV inspections, and other relevant tests to verify the effectiveness of cleaning and repairs.

## **7. Documentation and Reporting**

- Maintain detailed records of all activities, including inspections, tests, and maintenance logs.
- Use standardized forms and checklists to ensure consistency in documentation.
- Provide clients with comprehensive reports summarizing the work performed, findings, and any recommendations for further action.

## **8. Client Communication and Feedback**

- Establish clear communication channels with clients to provide updates and receive feedback.
- Conduct regular meetings to discuss progress, address concerns, and adjust plans as necessary.
- Use client feedback to identify areas for improvement and implement changes accordingly.

## **9. Continuous Improvement**

- Regularly review and update the QA plan to incorporate new technologies, techniques, and industry standards.
- Conduct periodic audits and assessments to identify opportunities for improvement.
- Implement corrective actions promptly to address any deficiencies or non-compliances.

## **10. Safety and Environmental Considerations**

- Adhere to all relevant safety regulations and guidelines to protect workers and the public.
- Implement environmentally friendly practices to minimize the impact of operations on the environment.
- Ensure proper disposal of debris and waste materials in compliance with local regulations.

## **11. Emergency Response Plan**

- Develop and maintain an emergency response plan to address any unexpected issues or emergencies that may arise during operations.
- Train all personnel on emergency procedures and conduct regular drills to ensure preparedness.

## **12. Performance Metrics**

- Establish key performance indicators (KPIs) to measure the effectiveness of the QA plan.
- Regularly review performance data to ensure objectives are being met and identify areas for improvement.

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This plan aims to provide a structured approach to ensuring quality in all aspects of storm drain cleaning, repairs, and maintenance services. By following this plan, Shenandoah General Construction can deliver consistent, high-quality services that meet or exceed client expectations.





## **4.5 – PRICE PROPOSAL**

### **TAB 6 – 4.5.1 – PRICE PROPOSAL**

**\*\*\* See ATTACHMENT B – PRICE PROPOSAL FORM  
on DemandStar \*\*\***

See separate Excel document in DemandStar

NOTE: Include the completed ATTACHMENT B – PRICE PROPOSAL FORM under TAB 6 in the PDF submittal document and also upload separately to DemandStar in the original Excel format document.

- Proposers are requested to submit all pricing on Price Proposal Form sheet posted in Excel format.
- For labor in increments of less than ½ hour, established rate shall be prorated.
- Hourly rate shall start upon commencement of work at job site and terminate upon departure from jobsite.
- All prices proposed shall be in full accordance with the terms, conditions, and specifications stated herein.
- As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
- Working Hours: the standard workweek shall be considered Monday through Friday, from 7:00 am to 4:00 p.m. ET, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
- Contractor shall work during College non-standard working hours, College off-hours, recess periods, College authorized holidays or legal holidays, and/or weekends at no additional cost to the College.
- All costs related to hourly labor rates, whether during standard workweek business hours or for emergency services not during standard workweek business hours, shall be included in your proposal.
- The Proposer proposes and agrees to provide all materials, labor, supervision, services, travel, transportation, fuel cost, equipment, tools, etc., to perform the work required in accordance with the solicitation documents for Storm Drain Cleaning, Repairs and Maintenance Services for the pricing indicated in ATTACHMENT B – PRICE PROPOSAL FORM.
- A copy of the itemized parts and materials invoice from the contractor's supplier must be included with all billings to Broward College for parts and materials in order to verify mark-up.
- College may elect to supply large dollar items if it is able to procure these items at a lower cost.

<b>BROWARD COLLEGE VENDOR CONFLICT OF INTEREST FORM</b>	<b>RFP-2024-082-OA ATTACHMENT H</b>
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**VENDOR CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of the College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES** or **NO** (check)

YES ☐ NO ☒

If YES, please explain below:

---

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PROPOSER'S COMPANY NAME: Shenandoah General Construction, LLC

Print Name and Title: Anthony Guglielmi - President

Signature: 

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
<b>TV Viewing</b>					
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1		\$0.00
2	Storm Drain (Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1		\$0.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1		\$0.00
<b>Plug Installation &amp; Removal {Includes Minimum Weekly Rental} for:</b>					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
<b>Pumping</b>					
9	4" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
10	6" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
11	8" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
<b>GENERAL MAINTENANCE AND REPAIRS</b>					
<b>Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe</b>					
12	Slip Lining 15" Pipe	Linear Ft	1		\$0.00
13	Slip Lining 18" Pipe	Linear Ft	1		\$0.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
14	Slip Lining 24" Pipe	Linear Ft	1		\$0.00
15	Slip Lining 30" Pipe	Linear Ft	1		\$0.00
16	Slip Lining 36" Pipe	Linear Ft	1		\$0.00
17	Slip Lining 42" Pipe	Linear Ft	1		\$0.00
18	Slip Lining 48" Pipe	Linear Ft	1		\$0.00
19	Slip Lining 54" Pipe	Linear Ft	1		\$0.00
20	Slip Lining 60" Pipe	Linear Ft	1		\$0.00
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1		\$0.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1		\$0.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1		\$0.00
<b>PIPE CLEANING</b>					
<b>Pipe Cleaning and Sediment Removal (Light Cleaning)</b>					
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00



**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal places)</u>	<u>TOTAL</u>
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
<b>Pipe Cleaning and Sediment Removal (Medium Cleaning)</b>					
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
<b>Pipe Cleaning and Sediment Removal (Heavy Cleaning)</b>					
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
72	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
73	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
74	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
75	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
76	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
77	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
78	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
79	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
80	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
81	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
82	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
<b>Pipe Cleaning and Sediment Removal (Specialty Cleaning)</b>					
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
<b>Open Cut / Headwall Repairs &amp; Other Services</b>					
96	Construction Foreman	Hour	1		\$0.00
97	Equipment Operator	Hour	1		\$0.00
98	Laborer	Hour	1		\$0.00
99	Pipe Layer	Hour	1		\$0.00
100	Welding (Above & Below Water)	Hour	1		\$0.00
101	Diving Crew (3 Man Team) Certified	Hour	1		\$0.00
102	Crane 100 Tons & Below	Hour	1		\$0.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u> (to two decimal places)</b>	<b><u>TOTAL</u></b>
103	Track or Wheeled Excavator	Hour	1		\$0.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1		\$0.00
105	Wheel Loader	Hour	1		\$0.00
106	Backhoe Loader	Hour	1		\$0.00
107	Bulldozer	Hour	1		\$0.00
108	Double Drum Compactor	Hour	1		\$0.00
109	Vibratory Plate Compactor.	Hour	1		\$0.00
110	100 CFM Air Compressor with Hammer	Hour	1		\$0.00
111	Dump Truck with Operator	Hour	1		\$0.00
112	De-Watering	Hour	1		\$0.00
113	Asphalt Pavement Replacement	Tons	1		\$0.00
114	Lime Rock	Tons	1		\$0.00
115	Dirt	Tons	1		\$0.00
116	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1		\$0.00
117	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1		\$0.00
118	Mitered Ends	Sq. Ft.	1		\$0.00
119	Pressure Grout Injection	Joints	1		\$0.00
120	Bahia Sod	Sq. Ft.	1		\$0.00
121	Floratan Sod	Sq. Ft.	1		\$0.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
122	Rip Rap Rubble 6" - 12"	Tons	1		\$0.00
123	Rip Rap Bag (80 lb. Bags)	Each	1		\$0.00
124	Concrete Pillow Blanket slope protection	Square Yard	1		\$0.00
125	Silt Screen Installation & Removal per 100 ft.	Each	1		\$0.00
126	Mobilization Fee	Each	1		\$0.00
127	Material Mark Up Percentage - Cost Plus Percentage may not exceed 10%. - A percentage of 0 or net cost is acceptable.	%	1		0.00%
<b>GRAND TOTAL:</b>					<b>\$0.00</b>

**NOTES:**

1. Fill the cells in yellow highlight only. Proposers are requested to submit all pricing on Price Proposal Form sheet posted in Excel format.
2. For labor in increments of less than ½ hour, established rate shall be prorated. Hourly rate shall start upon commencement of work at job site and terminate upon departure from jobsite.
3. All prices proposed shall be in full accordance with the terms, conditions, and specifications stated in the RFP document.
4. As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
5. Working Hours: the standard workweek shall be considered Monday through Friday, from 7:00 am to 4:00 p.m. ET, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
6. Contractor shall work during College non-standard working hours, College off-hours, recess periods, College authorized holidays or legal holidays, and/or weekends at no additional cost to the College.
7. All costs related to hourly labor rates, whether during standard workweek business hours or for emergency services not during standard workweek business hours, shall be included in your proposal.
8. The Proposer proposes and agrees to provide all materials, labor, supervision, services, travel, transportation, fuel cost, equipment, tools, etc., to perform the work required in accordance with the RFP document.
9. A copy of the itemized parts and materials invoice from the contractor's supplier must be included with all billings to Broward College for parts and materials in order to verify mark-up.
10. College may elect to supply large dollar items if it is able to procure these items at a lower cost.

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

2024

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
<b>TV Viewing</b>					
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00	\$6.00
2	Storm Drain (Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1	\$15.00	\$15.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$25.00	\$25.00
<b>Plug Installation &amp; Removal {Includes Minimum Weekly Rental} for:</b>					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
<b>Pumping</b>					
9	4" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00	\$35.00
10	6" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00	\$40.00
11	8" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00	\$40.00
<b>GENERAL MAINTENANCE AND REPAIRS</b>					
<b>Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe</b>					
12	Slip Lining 15" Pipe	Linear Ft	1	\$50.00	\$50.00
13	Slip Lining 18" Pipe	Linear Ft	1	\$89.00	\$89.00



**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u></b>	<b><u>TOTAL</u></b>
14	Slip Lining 24" Pipe	Linear Ft	1	\$99.00	\$99.00
15	Slip Lining 30" Pipe	Linear Ft	1	\$116.00	\$116.00
16	Slip Lining 36" Pipe	Linear Ft	1	\$160.00	\$160.00
17	Slip Lining 42" Pipe	Linear Ft	1	\$228.00	\$228.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$339.00	\$339.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$404.00	\$404.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$494.00	\$494.00
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00	\$82.00
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Linear Ft	1	\$87.00	\$87.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$97.00	\$97.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$100.00	\$100.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$118.00	\$118.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$125.00	\$125.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$154.00	\$154.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00	\$162.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$191.25	\$191.25
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$201.00	\$201.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$275.50	\$275.50
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$275.50	\$275.50

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$346.75	\$346.75
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$338.75	\$338.75
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$540.00	\$540.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$533.75	\$533.75
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$708.00	\$708.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$670.00	\$670.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$825.00	\$825.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$809.00	\$809.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$933.00	\$933.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$1,229.00	\$1,229.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,540.50	\$1,540.50
<b>PIPE CLEANING</b>					
<b>Pipe Cleaning and Sediment Removal (Light Cleaning)</b>					
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.50	\$0.50
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$0.50	\$0.50
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00	\$2.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00	\$7.00
<b>Pipe Cleaning and Sediment Removal (Medium Cleaning)</b>					
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.75	\$1.75
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$2.00	\$2.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.25	\$2.25
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50	\$2.50
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$3.25	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00	\$8.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00	\$10.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00	\$35.00
<b>Pipe Cleaning and Sediment Removal (Heavy Cleaning)</b>					
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$5.50	\$5.50
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25	\$6.25
72	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00	\$7.00
73	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00	\$9.00
74	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$10.75	\$10.75
75	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$17.00	\$17.00
76	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$19.00	\$19.00
77	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$19.00	\$19.00
78	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$20.00	\$20.00
79	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$21.00	\$21.00
80	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$25.00	\$25.00
81	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$30.00	\$30.00
82	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$39.00	\$39.00
<b>Pipe Cleaning and Sediment Removal (Specialty Cleaning)</b>					
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00	\$10.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$10.00	\$10.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00	\$10.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$12.00	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$14.00	\$14.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$25.00	\$25.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00	\$40.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$45.00	\$45.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$50.00	\$50.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$60.00	\$60.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$65.00	\$65.00
<b>Open Cut / Headwall Repairs &amp; Other Services</b>					
96	Construction Foreman	Hour	1	\$70.00	\$70.00
97	Equipment Operator	Hour	1	\$150.00	\$150.00
98	Laborer	Hour	1	\$40.00	\$40.00
99	Pipe Layer	Hour	1	\$42.00	\$42.00
100	Welding (Above & Below Water)	Hour	1	\$50.00	\$50.00
101	Diving Crew (3 Man Team) Certified	Hour	1	\$450.00	\$450.00
102	Crane 100 Tons & Below	Hour	1	\$80.00	\$80.00

**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
103	Track or Wheeled Excavator	Hour	1	\$50.00	\$50.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1	\$90.00	\$90.00
105	Wheel Loader	Hour	1	\$45.00	\$45.00
106	Backhoe Loader	Hour	1	\$35.00	\$35.00
107	Bulldozer	Hour	1	\$10.00	\$10.00
108	Double Drum Compactor	Hour	1	\$25.00	\$25.00
109	Vibratory Plate Compactor.	Hour	1	\$15.00	\$15.00
110	100 CFM Air Compressor with Hammer	Hour	1	\$30.00	\$30.00
111	Dump Truck with Operator	Hour	1	\$75.00	\$75.00
112	De-Watering	Hour	1	\$85.00	\$85.00
113	Asphalt Pavement Replacement	Tons	1	\$350.00	\$350.00
114	Lime Rock	Tons	1	\$70.00	\$70.00
115	Dirt	Tons	1	\$25.00	\$25.00
116	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1	\$25.00	\$25.00
117	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1	\$30.00	\$30.00
118	Mitered Ends	Sq. Ft.	1	\$45.00	\$45.00
119	Pressure Grout Injection	Joints	1	\$275.00	\$275.00
120	Bahia Sod	Sq. Ft.	1	\$1.50	\$1.50
121	Floratan Sod	Sq. Ft.	1	\$2.00	\$2.00



**RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**  
**ATTACHMENT B - PRICE PROPOSAL FORM**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
122	Rip Rap Rubble 6" - 12"	Tons	1	\$100.00	\$100.00
123	Rip Rap Bag (80 lb. Bags)	Each	1	\$15.00	\$15.00
124	Concrete Pillow Blanket slope protection	Square Yard	1	\$50.00	\$50.00
125	Silt Screen Installation & Removal per 100 ft.	Each	1	\$300.00	\$300.00
126	Mobilization Fee	Each	1	\$500.00	\$500.00
127	Material Mark Up Percentage - Cost Plus Percentage may not exceed 10%. - A percentage of 0 or net cost is acceptable.	%	1	10.00%	10.00%
<b>GRAND TOTAL:</b>					<b>\$16,373.75</b>

**NOTES:**

1. Fill the cells in yellow highlight only. Proposers are requested to submit all pricing on Price Proposal Form sheet posted in Excel format.
2. For labor in increments of less than ½ hour, established rate shall be prorated. Hourly rate shall start upon commencement of work at job site and terminate upon departure from jobsite.
3. All prices proposed shall be in full accordance with the terms, conditions, and specifications stated in the RFP document.
4. As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
5. Working Hours: the standard workweek shall be considered Monday through Friday, from 7:00 am to 4:00 p.m. ET, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
6. Contractor shall work during College non-standard working hours, College off-hours, recess periods, College authorized holidays or legal holidays, and/or weekends at no additional cost to the College.
7. All costs related to hourly labor rates, whether during standard workweek business hours or for emergency services not during standard workweek business hours, shall be included in your proposal.
8. The Proposer proposes and agrees to provide all materials, labor, supervision, services, travel, transportation, fuel cost, equipment, tools, etc., to perform the work required in accordance with the RFP document.
9. A copy of the itemized parts and materials invoice from the contractor's supplier must be included with all billings to Broward College for parts and materials in order to verify mark-up.
10. College may elect to supply large dollar items if it is able to procure these items at a lower cost.

**ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM**

Please email this form to Orlando Aponte at <a href="mailto:oaaponte@broward.edu">oaaponte@broward.edu</a> once completed in PDF format prior to 2:30 p.m. ET on: <b>Wednesday, July 31, 2024</b>	
This form is to be completed by the organization providing the reference <u>only</u> .	
Name of Company (Respondent to this RFP) on which reference is being provided:	Shenandoah General Construction LLC
Company providing reference:	City of Boca Raton
Address of company providing reference:	2500 NW 1st Ave, Boca Raton, FL, 33432
Name/title of person providing reference:	Clecio De Sa/Assistant City Engineer
Phone number of person providing reference:	(561) 416-3429
Email address of person providing reference:	cdesa@myboca.us
Date(s) of Service:	04/27/2022 to 11/26/2023
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	\$954,406.86

<p><b>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</b></p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	<p><b>Insert YOUR RATINGS in this column</b></p>
<b>1. QUALITY OF SERVICE/PROJECT/PRODUCT:</b> Did they perform service and provide project/product as specified and/or as proposed? <b>Please rate.</b>	5
<b>2. PERSONNEL:</b> Regarding the performance and workmanship of company personnel. <b>Please rate.</b>	5
<b>3. TIMELINESS/RESPONSIVENESS:</b> Was the company's timeliness and responsiveness satisfactory to your entity's needs? <b>Please rate.</b>	5
<b>4. OVERALL PERFORMANCE:</b> Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? <b>Please rate.</b>	5
<b>5. CUSTOMER SERVICE:</b> If problems were caused or encountered, were they addressed and resolved promptly? <b>Please rate customer service.</b>	5
<b>6. DEADLINES/MILESTONES/BUDGET:</b> Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? <b>Please rate.</b>	5
<b>7. ABILITY TO PERFORM:</b> Did the company have technical expertise, facilities, and equipment to perform as specified? <b>Please rate.</b>	5
<b>8. YEARLY CONTRACTS:</b> If performing a yearly term contract, was the company able to adequately manage for the duration? <b>Please rate yearly contract performance.</b>	5
<b>9. INTERACTION:</b> Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? <b>Please rate.</b>	5
<b>10. FUTURE PROJECTS:</b> Most importantly, would you use this firm again? <b>Yes? No?</b>	Yes
<p><b>COMMENTS:</b> Are there any additional comments you would like to add?</p> <p>No additional comments.</p> <hr/> <hr/> <hr/>	



## **4.6 – FINANCIAL CAPACITY**

### **TAB 7 – 4.6.1 – FINANCIAL CAPACITY**



**Dun & Bradstreet**

**D-U-N-S# : 09-284-0073**



## **4.7 – ATTACHMENTS**

**TAB 8 – 4.7.1 – ATTACHMENT D – DRUG-FREE WORKPLACE  
CERTIFICATION**

**TAB 8 – 4.7.2 – ATTACHMENT E – NON-DISCLOSURE  
AGREEMENT**

**TAB 8 – 4.7.3 – ATTACHMENT F – PUBLIC ENTITY CRIMES  
STATEMENT**

**TAB 8 – 4.7.4 – ATTACHMENT G – NON-COLLUSION  
AFFIDAVIT**

**TAB 9 – 4.7.5 – VALUE ADDED SERVICES**

**TAB 10 – 4.7.6 – OTHER SUPPORT DOCUMENTS**



**BROWARD COLLEGE** | **RFP-2024-082-OA**  
**DRUG-FREE WORKPLACE CERTIFICATION** | **ATTACHMENT D**

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the College,

by Anthony Guglielmi - President

(Print individual's name and title)

for Shenandoah General Construction, LLC

(Print name of entity submitting sworn statement)

whose business address is 1888 NW 22nd Street, Pompano Beach FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1707673 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.



(Signature)

Sworn to and subscribed before me this 30th day of July, 2024.

Personally Known Anthony Guglielmi

OR Produced identification \_\_\_\_\_ Notary Public – State of FL

My commission expires 1/15/28

(Type of identification) \_\_\_\_\_ Samantha Northcutt

(Printed, typed or stamped commission of \_\_\_\_\_ Notary Public)

FORM: #4530 3/93



Samantha Northcutt  
Comm.: HH 480938  
Expires: Jan. 15, 2028  
Notary Public - State of Florida



**\*\*\* ATTACHMENT E – NON-DISCLOSURE AGREEMENT \*\*\***

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## Non-Disclosure Agreement

- 1) Subject to Chapter 119, Florida Statutes and any and all other applicable laws, Receiving Party and any person who reviews or has access to Information from Disclosing Party hereunder shall safeguard the Information against disclosure by employing the same means to protect the Information as that Party uses to protect its own non-public, confidential, sensitive, or proprietary information, but in no event less than means consistent with prudent industry practices for the protection and safeguarding of confidential information. The Receiving party shall use the Information solely and exclusively for purposes relating to the Project and any resulting design, and/or construction of the Project (the "Purpose"), and no other purpose. Receiving Party shall not itself, nor shall it permit its employees, contractors, consultants and/or agents to, disclose to any person, corporation or other entity the Information without the prior written consent of the Disclosing Party, provided, however, a Receiving Party may distribute the Information to its officers, employees, agents and consultants and others who have a need for such Information for the permitted Purpose. Prior to disclosure of the Information to any individual, the Receiving Party shall ensure that the individual is informed of the terms, conditions and requirements of this Agreement and shall ensure that the recipient complies with the terms of this Agreement as if the recipient were a party to this Agreement. The Receiving Party shall immediately inform the Disclosing Party of any unauthorized access to, disclosure or use of Confidential Information and any other breach by the Receiving Party of its obligations and covenants hereunder, and the Receiving Party at no cost to the Disclosing Party shall cooperate with and support efforts of the Disclosing Party to address such unauthorized access disclosure or use or other breach. In the event that the Receiving Party or any recipient becomes obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information of the Disclosing Party, the Receiving Party shall give the Disclosing Party prompt prior written notice of such requirement and shall cooperate with the Disclosing Party at no cost to the Disclosing Party in efforts to seek a protective order or other appropriate remedy which prevents, restricts, limits, conditions or otherwise limits the disclosure of the Information. The Receiving Party shall return to the Disclosing Party upon the Disclosing Party's written request therefor any or all of the Information disclosed by the Disclosing Party as well as any documents containing Information, such as notes, summaries, extracts and other such documents, regardless of the medium in which the documents are created, stored, retrieved or accessed. Disclosing Party is not obligated to disclose any Information. No right, title, interest or license is granted to Receiving Party in relation to the Information except as expressly set out in this Agreement. Disclosing Party makes no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Information or its suitability for any purpose or use. Receiving Party and Disclosing Party each acknowledge that damages would not be an adequate remedy for breach of this Agreement

and the non-breaching party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Disclosing Party shall be entitled to recover, in addition to any other remedy or relief, an award of attorneys' fees incurred in connection with the enforcement or interpretation of this Agreement.

- 2) Additionally, without limiting the general requirements under this Agreement for the parties to comply with applicable laws, to the extent applicable to each party and/or its operations, each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws").
- 3) Any Architectural documents provided to the Contracted Party, by the Owner, are informational in quality. The Owner does NOT guarantee the full accuracy of these documents at the time they are provided to the Contracted Party.  
The Contracted party is responsible for field verifying any information related to the work they are contracted to perform.

**RECEIVING PARTY:**



Signature

Anthony Guglielmi

Name

President

Title

July 30, 2024

Date

**BROWARD COLLEGE** | **RFP-2024-082-OA**  
**PUBLIC ENTITY CRIMES STATEMENT** | **ATTACHMENT F**

---

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Section 287.133(2) (a), Florida Statutes.

A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See Section 287.133(1) (g), Florida Statutes.

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate. See Section 287.133(1) (a), Florida Statutes.

The Proposal hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past thirty six (36) months; or (2) any listing of the Proposal or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3) (f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows

**State Name of Convicted Applicant or Affiliate or N/A Here**

Name of Company: Shenandoah General Construction, LLC

Address of Company: 1888 NW 22nd Street, Pompano Beach FL 33069

Signature for the Company: \_\_\_\_\_

Title of Person Signing for the Company: President

Signature of Witness: \_\_\_\_\_

Witness' Relationship to the Company: Charles Bendgen - Chief Financial Officer



**BROWARD COLLEGE** | **RFP-2024-082-OA**  
**NON-COLLUSION AFFIDAVIT** | **ATTACHMENT G**

---

State of Florida )

) ss.

County of Broward )

Anthony Guglielmi being first duly sworn, deposes and says t

(5) (1) He/she  
President

is

the

(Owner, Partner, Officer, Representative or Agent)

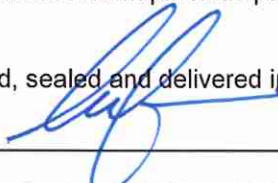
of Shenandoah General Construction, LLC, the Proposer that has submitted the attached proposal;

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- (3) Such Bid is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.


(Non-Collusion Affidavit continued on next page...)

(... continued from previous page, Non-Collusion Affidavit)

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Charles Bendgen - Chief Financial Officer

By:

  
\_\_\_\_\_  
Anthony Guglielmi  
(Printed Name)  
\_\_\_\_\_  
President  
(Title)

ACKNOWLEDGMENT

State of Florida

County of Broward

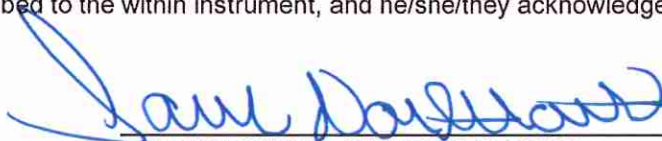
On this the 30th day of July, 2020, before me, the undersigned

Notary Public of the State of Florida, personally appeared Anthony Guglielmi

\_\_\_\_\_  
Name(s) of individual(s)

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand  
and official seal

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

Samantha Northcutt

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp  
or Type as Commissioned.)

☒ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
☐ DID take an oath, or

☐ DID NOT take an o\_\_\_\_\_

OPTIONAL INFORMATION:

Type of Document: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Number of Signatures Notarized: \_\_\_\_\_



Samantha Northcutt  
Comm.: HH 480938  
Expires: Jan. 15, 2026  
Notary Public - State of Florida



EQUIPMENT LIST  
7/30/2024

Description	Make	Model	Year
ARROW BOARD	Wanco	WTSP	2014
ARROW BOARD	Wanco	WTSP	2014
ARROW BOARD	Wanco	WTSP	2015
AIR COMPRESSOR	Leroy	AIR COMPRESSOR	1989
AIR COMPRESSOR	INGERSOL RAND	AIR COMPRESSOR	2009
VIPER O50 FOAM GENERATOR	VERMILLION	FOAM GENERATOR	2008
36" Collapsible Mainline Packer	Logiball	Packer	2013
30" Collapsible Mainline Packer	Logiball	Packer	2013
Sag Correction System	Advance Const Prod	Sag Machine	2014
42" Collapsible Mainline Packer	Logiball	Packer	2017
Fecon Carbide Mulcher adapter LS283	Fecon	CEM36 Mulcher	2020
Impact Drilling Cutter	Paikert	SB110	2022
Push Camera	Envirosight VSP Pro		2023
Sag Remover 8" Pipe adapter tow slings, hose tow adapter			2023
FORK LIFT	CATERPILLAR	FORK LIFT	2008
JET VAC SEWER CLEANING TRUCK	FREIGHTLINER		2023
LONG STICK EXCAVATOR	KOBELCO	SK250LC	2004
6" THOMPSON TRASH PUMP	THOMPSON	6" PUMP	2006
YARD - PICK UP TRUCK	FORD	F150 XL STD CAB	2016
Superintendent Truck	GMC	SIERRA 1500	2019
Yard Pick Up	Ford	F250	2015
Yard Pick Up w/Liftgate	Ford	F250	2017
Superintendent Truck	FORD	F150 PK	2022
UTILITY TRUCK	DODGE	Ram 1500 Pickup	2022
YARD PICK UP TRUCK	GMC	CANYON	2022
Superintendent Truck	FORD	F150 4x2 4Dr SUPERCR	2022
2022 F250 YARD - PICKUP TRUCK	FORD	F250	2022
OFFICE TRUCK	FORD	F150 CREW CAB 4D	2022
CHEVY SILVERADO 1500	CHEV	SILVERADO 1500	2022
BOX TRUCK W/SAG REMOVER	RAM	4500	2013
Trailer Yard	Emerson	6X12	2006
Better Built Trailer w/Air Compressor	Better Built	6x10	2017
Triple Crown 7x16	Triple Crown	7x16	2015
Trailer Yard	Test	TL	1987
Trailer FVCG	FVCG	GANS7X16TA3-WHITE-L	2023
CUES TV/GROUT TRUCK	FORD	F550	2011
IBAK TV TRUCK	FORD	E450 BOX TRUCK	2016
2021 IBak ISUZU	ISUZU	Ibak TV/Grout Truck	2021
UTILITY TRUCK	DODGE	RAM 5500 UTILITY	2018
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2013
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2014
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2014
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2014
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2015
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2015
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2016
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2016
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2018

EQUIPMENT LIST  
7/30/2024

VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2019
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2020
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2020
JET VAC SEWER CLEANING TRUCK	JET VAC	WESTERN STAR - 4700	2022
JET VAC SEWER CLEANING TRUCK	WESTERN STAR	WESTERN STAR - 4700	2023
JET VAC SEWER CLEANING TRUCK	KENWORTH	T800	2019
JET VAC SEWER CLEANING TRUCK	KENWORTH	T800	2020
BACKHOE	JOHN DEERE	310SL	2022
GENERATOR			
ARROW BOARD	Wanco	WTSP	2014
4"Yanmar Pump	Yanmar	4" Pump	2022
6" MWI PUMP	MWI	6" PUMP	2004
North - YARD - PICK-UP TRUCK	FORD	F150 4X4 SUPERCAB	2017
YARD - PICK UP TRUCK	FORD	F150 XL SINGLE CAB	2018
North - YARD - PICK-UP TRUCK	Chevrolet	Silverado Pick Up 2500 S	2018
North - YARD - PICK-UP TRUCK	Dodge	Ram 1500 Pick-Up	2019
North - Office Truck	JEEP	GRAND CHEROKEE LM	2022
Trailer Yard	Emerson	6X10	2003
CUES TV/GROUT TRUCK	ISUZU	BOX VAN	2016
IBAK TV TRUCK	ISUZU	BOX VAN	2021
TV Truck w/ Lateral Laucher	Ford	Ibak TV Lateral Truck	2016
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2018
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2015
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2018
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2015
JET VAC SEWER CLEANING TRUCK	WESTERN STAR	4700	2021
ARROW BOARD	Wanco	WTSP	2016
ARROW BOARD	Wanco	WTSP	2023
BACKHOE	CATERPILLAR	BACKHOE 420E IT	2008
OFFICE TRUCK	JEEP	GRAND CHEROKEE	2022
6" PRIMERITE CT006 PUMP	PRIMERITE	6" PUMP	2004
YARD - PICK UP TRUCK	FORD	F150 4x2 4Dr SUPERCRI	2014
West - OFFICE PICK-UP TRUCK	DODGE	RAM 1500	2019
Trailer Yard	Trailer	6X8	2002
Haulmark 6x10	Haulmark	6x10	2000
Kraftsman Trailer 25'	KRAFTSMAN	25' Goose Neck Trailer	2021
Trailer - Misc	Liberty - Stea	Trailer	2016
CUES TV/GROUT TRUCK	ISUZU	BOX VAN	2019
IBAK TV/GROUT TRUCK	ISUZU	BOX VAN	2019
YARD - UTILITY TRUCK	DODGE	RAM 2500	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2014
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2020
900 ECO	WESTERN STAR	4700SF	2022
EASEMENT & TRAILER	PJ TRAILERS	UK122	2021
YARD FORKLIFT	NISSAN	KCPH02A25PV	1995
YARD - PICK UP TRUCK	FORD	F150 4X4 SUPERCAB	2014
OFFICE TRUCK	DODGE	RAM 1500	2019
OFFICE TRUCK	Buick	Enclave	2020
Horton Trailer	HORTON		2015
YARD - CREW FLAT BED	CHEVY	3500 FLAT BED CREW C	2016
YARD - CREW FLAT BED	CHEVY	3500 FLAT BED CREW C	2016
JET VAC SEWER CLEANING TRUCK	Freightliner	114SD	2023

EQUIPMENT LIST  
7/30/2024

CUES TV/Lateral TRUCK	FREIGHTLINER	F3CC170	2013
Volvo Boiler Truck	Volvo	Truck	2002
Sterling LT9500 Boiler	Sterling	LT9500	2007
Kenworth Boiler	Kenworth	T880	2018
Kenworth Boiler	Kenworth	GEN 2	2018
Aries PE2600 Pan & Tilt Camera	Aries	PE2600	2004
Global Trash Pump	Global	4" Trash Pump	2015
Global Trash Pump	Global	4" Trash Pump	2012
Ford F150 4x4	Ford	F150 4X4	2019
Chevy Tahoe	Chevy	Tahoe	2023
Reefer Freightliner	Freightliner	Reefer	2015
Reefer Freightliner	Freightliner	Reefer	2016
Reefer Freightliner	Kenworth	T-370	2020
Cros Flatbed Trailer	Cros		2003
Triple Crown Trailer	Triple Crowns	5x10	2016
ARIES TV TRUCK (Equip from TV227)	ISUZU	BOX VAN	2011
Isuzu Crew Truck	Isuzu	BOX VAN	2021
Isuzu Crew Truck	Isuzu	BOX VAN	2021
West - OFFICE PICK-UP TRUCK	DODGE	RAM 1501	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
F250 Utility	Ford	F250	2023
YARD - PICK-UP TRUCK	Dodge	Ram 1500 Pick-Up	2022
JET VAC SEWER CLEANING TRUCK	WESTERN STAR	WESTERN STAR - 4700	2022
JET VAC SEWER CLEANING TRUCK	WESTERN STAR	WESTERN STAR - 4700	2022
Pick up truck	Chevrolet	SILVERADO	2022
ARROW BOARD	Wanco	WTSP	2017
Chassis for TV432			2022
Pick up truck	RAM	1500 BIG HORN / LONE	2022
Trailer - Grout/Confined Space	Arni	Trailer	2018
Trailer - Grout	Gatt	Trailer	2009
Trailer	Elite	Trailer	2003
Tanker Truck	International	SF625	2011
Tanker Truck	International	SF625	2011
CCTV Truck	RAM	5500	2014
CCTV Truck	RAM	5500	2018
Ibak TV/Grout Truck	Isuzu	Ibak TV/Grout Truck	2020
UT381	CHEVY	3500 FLAT BED CREW C	2015
Vacall Vac Truck	Freightliner	114SD	2014
Vacall Vac Truck	Freightliner	114SD	2014
Vacall Vac Truck	Freightliner	114SD	2015
Vacall Vac Truck	Freightliner	114SD	2017
Vacall Vac Truck	Freightliner	114SD	2019
Vacall Vac Truck	Freightliner	114SD	2020
Pick up truck	RAM	2500 CREW CAB	2022
900 ECO	WESTERN STAR	4700SF	2022
VACALL TRUCK	AJV1215	S/N: AVJ12154979	2023
VACALL TRUCK	AJV1515	S/N: AVJ0005061	2024
WHEEL LOADER	Hitachi	ZW50	2024
DUMP TRUCK	PETERBILT	DUMP TRUCK	2006
OFFICE TRUCK - Deland	Mitsubishi	Outlander SUV	2019
OFFICE TRUCK	DODGE	Ram 1500 Pickup	2020
Equip Trailer	BEPU 20' Trailer	20' Equip Trailer	2002
Equip/Material Trailer	Bray 20' Trailer	20' Equip/Material Trailer	2005
Big Tex Dump Trailer	Big Tex	14x8x4 (14CY)	2020
Yard Pick Up	Ford	F350	2017

EQUIPMENT LIST  
7/30/2024

Big Tex Dump Trailer 14'	BIG TEX	14' Dump Trailer	2017
Maxima Cargo 7x16 Covered Trailer	Maxima Cargo Trailer	7x16 Covered Trailer	2021
Trailer Yard	Load Trail		2020
UTILITIY TRUCK	DODGE	RAM 5500 UTILITY	2020
YARD - PICK UP TRUCK	GMC	SIERRA 1500	2024
Corporate - Office Truck	CHEVY	TAHOE HIGH COUNTRY	2022
Corporate - Office Truck	CHEVY	Silverado 1500 2WD CRE	2022
YARD TRUCK	FORD	2022 Ford F-150	2022
Corporate - Pick up Truck	GMC	SIERRA 2500 HD	2024
Corporate - Office Truck	FORD	TK	2023

<b>Project Name &amp; Number</b>	<b>Locations</b>	<b>Owner</b>	<b>Description of work</b>	<b>Beginning Mo/Year</b>	<b>Contract Duration</b>
24-1262 - Heather Ridge Drainage Improvements	City of Dunedin	City of Dunedin	CIPP Lining	7/12/2024	60 days
E50D5 - Drainage Repair	Volusia	FDOT - D5	Drainage Clean & Video	6/1/2024	60 days
PNC2127482B1_1 - Restoration of Surface Water Infrastructure	Broward County	Broward County Water Management	Rehab Surface Water Infrastructure	6/1/2024	365 days
C006434 - Ribs #73-#85 Decommissioning	Lake Buena Vista	Central Florida Tourism Oversight District (CFTOD)	Decommissioning - Drainage Clean	6/1/2024	120 days
PNC2127482B1 - Restoration of Surface Water Infrastructure	Broward County - District 2, 3, & 4	Broward County Water Management	Drainage Clean & Video	4/1/2024	365 days
E7Q66-R0 - Brooksville Repairs & Maintenance - Routine Maintenance	Citrus, Hernando, Pasco	FDOT - D7	Brooksville Repairs & Maintenance - Routine Maintenance	2/19/2024	365 days
E56C9 - Drainage Repair	Volusia	FDOT - D5	Volusia County/Drainage Repair SR 15/600 in Debary	1/18/2024	280 days
E54C7 - Drainage Repair	Brevard	FDOT - D5	Storm water drainage repair	2/13/2024	180 days
23-39B Citywide Culvert Cleaning Inspection & Repair	City of Tamarac	City of Tamarac	Clean, Inspection and Repair	TBD	1095 days
2023-25 25th Street, 2022-33 Sexton Plaza, 2020-18 Royal Park	Vero Beach	City of Vero Beach	clean, televise, and install CIPP	8/15/2023	120 days
23-B-203i Emergency Storm Drain Cleaning	City of Coral Springs	City of Coral Springs	Clean, TV, Inspection	7/13/2023	730 days
Polk County- 23-219 CIPP Installation	Polk County	Polk County	CIPP Installation	6/23/2023	365 days
Infrastructure and Asset Maintenance Jobs <b>E6N37, E4U23, E4T63, E4V94</b>	Various Locations	Louis Berger Hawthorne Services, Inc	Clean, TV, Inspection	3/1/2023	1095 days



Pipe Inspection & Restoration

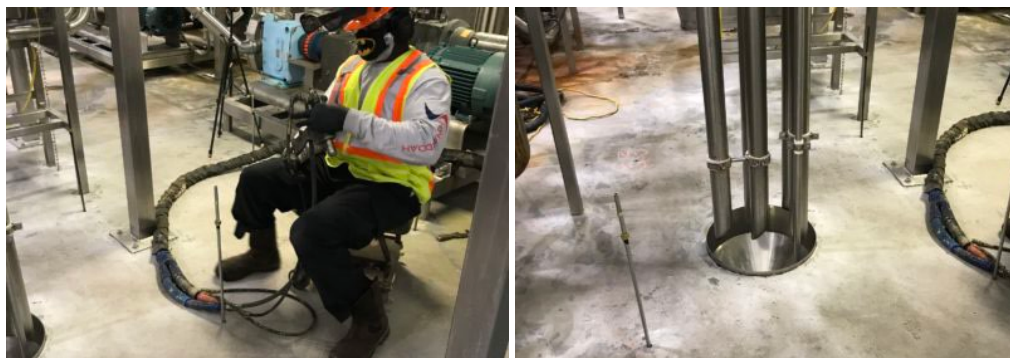
Featured Project: Storm & Catch Basin Cleaning Hollywood, FL



Featured Project: Canal Stabilization & Restoration Naples, FL



Featured Project: Concrete Slab Foundation Lifting & Stabilization Auburndale, FL







Pipe Inspection & Restoration

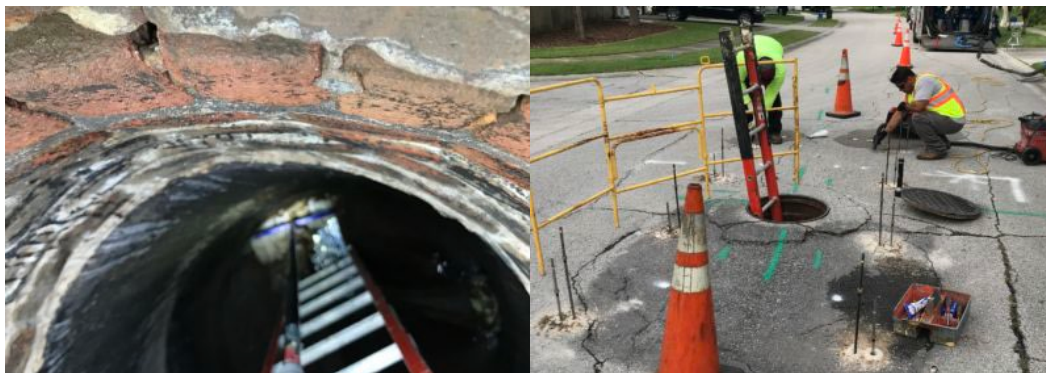
Featured Project: CIPP Lining Project Boca Raton, FL



Featured Project: Storm Drain System – Port St. Lucie, FL



Featured Project: Roadway & Manhole Leveling & Stabilization  
New Port Richey, FL





Pipe Inspection & Restoration

Corporate • 1888 NW 22<sup>nd</sup> Street Pompano Beach, FL 33069 • (954) 975-0098 • [www.shenandoahus.com](http://www.shenandoahus.com)

**Fort Pierce**  
1107 Angel Rd.  
Fort Pierce, FL 34947

**Fort Myers**  
2530 Highland Ave.  
Fort Myers, FL 33916

**Lakeland**  
4759 Drane Field Rd.  
Lakeland, FL 33811

**Tampa**  
11508 US Hwy 41 S.  
Gibsonston, FL 33534

SHENANDOAH CONSTRUCTION has provided quality service in the trenchless construction industry for over 45 years. We are equipped with 33 hydraulic cleaning trucks, 19 CCTV Inspection trucks (10 of which have test and seal capability), Excavators, Backhoes, and Specialty Equipment, all under the direction of our experienced support staff consisting of managers, estimators, and superintendents. Our Pompano Beach, Port St. Lucie, Tampa, Lakeland, and Ft. Myers locations allows our company to serve a wide variety of markets from Jacksonville to Key West. In addition, we have the capability to mobilize our crews to provide service well beyond our target area. Over the years our focus has been to keep up with the changing technologies in the industry to provide better service for our customers.

Currently we are working with municipalities such as, Broward County, FDOT Districts 1, 2, 4, 5, 6, 7, and TP, Collier County, City of Sarasota, Northern Palm Beach County, Village of Wellington, City of West Palm Beach, City of Tamarac, City of Coconut Creek, City of Fort Pierce, JEA and St. Lucie County.

We work closely with a variety of Companies and Contractors throughout Florida. Each customer has a specific need to be met whether it is controlling ground water infiltration coming into a sanitary sewer collection system, cleaning, and evaluating a storm water system that is causing flooding in a community that can lead us into rehabilitation to a deteriorating system and a large variety of other specialty work which includes: repair and/or replacement of utilities.

In addition, we provide many types of Commercial Diving Services, including pipe inspection, welding, cutting, cofferdam, rigging, construction, etc.

We are also authorized installers of CIPP-Lining, and CIPP Sectional Lining. CIPP and Sectional Liners can be used to repair specific problems utilizing a trenchless approach. By using these trenchless processes, pipelines can be inspected and repaired quickly at a fraction of the cost of alternative methods, all without the inconvenience of conventional excavation or manhole-to-manhole repair systems.

#### THE FOLLOWING IS A LIST OF SERVICES PROVIDED BY SHENANDOAH CONSTRUCTION

- ✓ PIPE VIDEO INSPECTION & REPAIR MATRIX REPORTS
- ✓ ALL SIZE PIPE AND CULVERT CLEANING
- ✓ PIPE SECTIONAL LINERS
- ✓ PVC PIPE SAG REMOVAL
- ✓ CIPP LATERAL REHABILITATION
- ✓ PIPE PLUG INSTALL, AND DEWATERING
- ✓ CURED-IN-PLACE LINING
- ✓ PIPE SLIPLINING
- ✓ MANHOLE REHABILITATION
- ✓ PIPE AIR & SMOKE TESTING
- ✓ STORM DRAINAGE INVESTIGATION/EVALUATION
- ✓ PIPE SEALING & MANHOLE GROUTING
- ✓ UNDERGROUND EXCAVATION/POINT REPAIRS



**"Attachment C- Sample Contract"**

Shenandoah has no objection to the Sample Contract as specified in Attachment-C in the RFP documents.

Sincerely,

Anthony Guglielmi  
President



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
SHENANDOAH GENERAL CONSTRUCTION, LLC

### Filing Information

<b>Document Number</b>	L19000024056
<b>FEI/EIN Number</b>	59-1707673
<b>Date Filed</b>	01/29/2019
<b>Effective Date</b>	12/21/1976
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC AMENDMENT
<b>Event Date Filed</b>	11/29/2021
<b>Event Effective Date</b>	NONE

### Principal Address

1888 NW 22ND ST  
POMPANO BEACH, FL 33069-1318

### Mailing Address

1888 NW 22ND ST  
POMPANO BEACH, FL 33069-1318

### Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.  
801 US HIGHWAY 1  
NORTH PALM BEACH, FL 33408

Address Changed: 03/25/2020

### Authorized Person(s) Detail

#### **Name & Address**

Title President

Guglielmi, Anthony  
1888 NW 22ND ST  
POMPANO BEACH, FL 33069-1318

Title CFO

Bendgen, Charles  
1888 NW 22ND ST  
POMPANO BEACH, FL 33069-1318

**Annual Reports**

Report Year	Filed Date
2023	03/15/2023
2023	10/02/2023
2024	02/09/2024

**Document Images**

<a href="#">02/09/2024 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/02/2023 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/15/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/23/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/29/2021 -- LC Amendment</a>	View image in PDF format
<a href="#">03/15/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/02/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/16/2019 -- LC Amendment</a>	View image in PDF format
<a href="#">01/29/2019 -- Florida Limited Liability</a>	View image in PDF format



## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Equipment

**Item Number:** 41

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25025

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving the purchase of One Ford F-250 Pickup Truck from Alan Jay Automotive Management, Inc. D/B/A Alan Jay Fleet Sales utilizing Sourcewell Contract No. 091521-NAF; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

---

**Funding:**

444.46.21.538.506405 - Motor Vehicles

**Amount:**

\$75,430.00

---

**ATTACHMENTS:**

ATY Resolution - C25025

Quote 60222-2 and 60222-2-A



Sourcewell 091521-NAF  
Sunbiz  
Sunbiz Fictitious Name

---

**Background:**

The City requires one additional vehicle to satisfactorily provide city-wide services as funded in the FY 2024/2025 budget.

The Utilities Department, Fleet Section is requesting authorization to purchase one (1) additional vehicle for the Utilities Department. In addition, the City's Fleet Manager conducted a fleet analysis to ensure the correct size and type of vehicle is procured to meet the City's operational needs.

The Fleet Manager, Purchasing Office, and the affected department recommend utilizing Sourcewell Contract 2025 091521-NAF to purchase one additional vehicle from Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales.

Since this purchase will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173 (c) (4) of the Code of the City of Sunrise.

Although the opportunity was provided to the local Ford Dealer, they could not provide a more economical vehicle currently proposed at this time.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Holly Raphaelson

Phone: 954-572-2202

---

**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

---

**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING  
THE PURCHASE OF ONE FORD F-250 PICKUP TRUCK FROM ALAN  
JAY AUTOMOTIVE MANAGEMENT, INC. D/B/A ALAN JAY FLEET  
SALES UTILIZING SOURCEWELL CONTRACT NO. 091521-NAF; AND  
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise requires one (1) additional vehicle to satisfactorily provide City services as funded in the FY 2024/2025 Budget; and

WHEREAS, following a competitive solicitation, Sourcewell, a State of Minnesota local government unit and service cooperative, entered into Contract No. 091521-NAF with Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales as an approved vendor.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The foregoing recitals are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The purchase of one (1) additional vehicle for the Utilities Department from Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales utilizing Sourcewell Contract No. 091521-NAF is hereby approved.

Section 3. The pricing, description and user of the vehicle is hereby approved as follows:

One (1) Ford F-250 Super Cab Pickup Truck from Alan Jay Automotive Management, Inc. d/b/a Alan Jay Fleet Sales in the amount of \$75,430.00 for the Utilities Department.

Section 4. Because this purchase will be made using an existing governmental contract, the City's formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of Ordinances of the City of Sunrise, Florida.

Section 5. The Procurement Manager or designee is hereby authorized to issue a Purchase Order and take other action necessary in connection with this purchase.

Section 6. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	60222-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
12/12/2024

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
12/13/2024

REQUESTING AGENCY	SUNRISE, CITY OF			
CONTACT PERSON	HAMEED KHAN	EMAIL	HKHAN@SUNRISEFL.GOV	
PHONE	954-746-3214	MOBILE	FAX	954-578-4809

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL	X2A 600A	MSRP	\$49,830.00
2025 FORD F-250 SUPER CAB PICKUP 2WD 164" WB XL 8' BED			

CUSTOMER ID STORM WATER: additional

CONTRACT PRICE \$46,195.00

BED LENGTH	8' Bed
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\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
18B	Platform Running Boards	\$440.00
43C	120V/400W Outlet	\$170.00
600A	Order Code 600A	\$0.00
66D	Pickup Box Delete	\$0.00
67D	190 Amp Alternator	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S	\$0.00
X37	3.73 Axle Ratio	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$610.00
RS 2	Stick on rain shields (2-doors).		\$105.00
4KR	(2) Additional keys and remotes, cut and programmed.		\$520.00
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).		\$225.00
WTF EXT	Weather Tech floor liner system for extended cab pick-up trucks.		\$315.00
BUA	Federal Signal 90 dB back-up alarm.		\$185.00
K 696J	Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)		\$11,395.00
K RAISED	Knapheide raised curbside front compartment.		\$1,865.00
K CTECH 10	C-TEC (10) drawer unit installed in front curbside raised compartment.		\$2,655.00
JO-BOX	MODEL 4824 JOB MASTER 16 CU-FT CHEST MOUNTED AT BULKHEAD TO CARGO FLOOR.		\$1,485.00
K VISE	6" WILTON VISE MOUNTED TO REAR PASS SIDE BUMPER		\$745.00
K CLV-SB	Class V Hitch for Service Body		\$1,200.00
AJ DB2516	Draw bar with 2-5/16" Ball, pin, and clip.		\$110.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat		\$215.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.		\$1,180.00
AJ COMP 6-LED	LED compartment lights installed in all compartments of 8' or 9' service body.		\$785.00
FS COM750-RND-2	(2) Federal Signal LED 1100 lumen 3" Round Work Lights, mounted at rear of utility body.		\$320.00
CGP-SUNRISE	CUSTOM GRAPHICS PACKAGE TO INCLUDE DOT RED/WHITE STRIPING ON SIDES @ MID-LINE, REAR (2) FLAT SURFACES OF UTILITY BODY, AND YELLOW/RED CHEVRONS ON REAR OF BODY COMPARTMENTS. ALL VINYL TO BE 3M REFLECTIVE & INSTALLED.		\$425.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.		\$245.00

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

CONTRACT OPTIONS

\$23,975.00

TRADE IN

TOTAL COST

\$70,780.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

TOTAL COST LESS TRADE IN(S)

QTY

1

\$70,780.00

Estimated Annual payments for 60 months paid in advance: \$17,342.92

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

SCOTT WILSON

FLEET SALES MANAGER

[scott.wilson@alanjay.com](mailto:scott.wilson@alanjay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.





Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	60222-2A
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
12/12/2024

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
12/13/2024

REQUESTING AGENCY	SUNRISE, CITY OF			
CONTACT PERSON	HAMEED KHAN	EMAIL	HKHAN@SUNRISEFL.GOV	
PHONE	954-746-3214	MOBILE	FAX	954-578-4809

SOURCEWELL CONTRACT # 2025 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL X2A 600A  
2025 FORD F-250 SUPER CAB PICKUP 2WD 164" WB XL 8' BED

CUSTOMER ID STORM WATER: additional

BED LENGTH	8' Bed
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\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

CONTRACT OPTIONS	DESCRIPTION	
FS MP3-10-AA	(10) Federal Signal Micro Pulse Ultra LED's with (4) mounted in grille, (1) over each rear wheel position, and (4) mounted to rear of vehicle (AMBER).	\$2,055.00
FS ALGNT53-DUAL-WL-AW	Federal Signal 53" Allegiant dual Amber/White light bar including take downs, alley lights, work light feature, signal master, strap kit, and compact digital soft button 6 switch controller. (Work light feature requires mounting on cab shield)	\$2,490.00
FS RISER	Federal Signal 2" riser kit for light bar mounting.	\$105.00
CONTRACT OPTIONS		\$4,650.00

TRADE IN	TOTAL COST	\$4,650.00
	TOTAL COST LESS TRADE IN(S) QTY 1	\$4,650.00

Estimated Annual payments for 60 months paid in advance: \$1,069.13  
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY SCOTT WILSON FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.  
I am always happy to be of assistance.

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:



- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

**5. *Termination.*** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **18. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms



no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

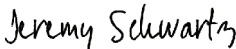



## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

72 Hour LLC dba: National Auto  
Fleet Group

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
11/4/2021 | 1:28 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
By: FACBB5730C1E467...  
Jesse Cooper  
Title: Fleet Manager  
11/4/2021 | 10:46 AM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
11/4/2021 | 1:34 PM CDT  
Date: \_\_\_\_\_

# RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

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## Vendor Details

Company Name: 72 HOUR LLC

Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group

Address: 490 Auto Center Drive  
Watsonville, CA 95076

Contact: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Phone: 951-440-0585

Fax: 831-840-8497

HST#: 263297677

## Submission Details

Created On: Tuesday August 24, 2021 16:34:10

Submitted On: Tuesday September 14, 2021 14:10:21

Submitted By: Jesse Cooper

Email: Jcooper@nationalautofleetgroup.com

Transaction #: d2e890de-e761-4f47-9b23-bef3d512bd76

Submitter's IP Address: 76.81.241.2

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**Specifications****Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manager  1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *	
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California.</p> <p>We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today.</p> <p>Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us.</p> <p>National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price.</p> <p>The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.</p>
10	What are your company's expectations in the event of an award?	<p>If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again.</p> <p>Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.</p>
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of \$52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members.</p> <p>Referenced below is a short register of some of our market success from awarded government contracts that encompass over \$140,000,000.00 worth of products and goods under our current Sourcewell Contract.</p> <p>A. City of San Diego, CA \$ 72,000,000 contract under our Sourcewell Contract 120716-NAF.</p> <p>B. City of San Diego, CA \$ 55,400,000 contract under our Sourcewell Contract 081716-NAF.</p> <p>C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF.</p> <p>D. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles.</p> <p>E. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcewell Contract 120716-NAF.</p> <p>F. City of Los Angeles Harbor, CA Contract for \$1,500,000 under our Sourcewell Contract 120716-NAF.</p> <p>G. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF.</p> <p>H. City of Costa Mesa, CA Contract \$1,023,220 under our Sourcewell Contract 120716-NAF.</p> <p>I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF.</p> <p>J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF.</p> <p>We have also attached our Commitment Letter's for unparalleled support from leading nationally recognized upfit suppliers such as The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG.</p> <p>Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion.</p> <p>In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions.</p> <p>Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.</p>
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

15	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.</p>
16	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8.</p> <p>CA Certificate of Good Standing 200824810190  State of Florida License Certificates:  VF/1000974/4  VF/1000950/1  VF/1046516/1  VF/1024619/2  VF/1024619/1  VF/1018615/1  VF/1021891/1  VF/1000974/3  VF/1105916/1  VF/1020705/1  VF/1000969/1  CA State Seller's Permit 101-135239  CA State Seller's Permit 245364864-00001  Department of Motor Vehicle, Vehicle Dealer/ License Number 97772  Department of Motor Vehicle, Vehicle Dealer License Number 97771  Department of Motor Vehicle, Vehicle Dealer License Number 43609  Bureau of Automotive repair Registration # ARD00296319 123120  CA State Seller's Permit 232781952-00001  City of Watsonville Business License Number 1792  City of Watsonville Business License Number 4358  Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138  California General Resale Certificate  Dun &amp; Bradstreet Number: 023680653  Government of The District of Columbia Certificate  Government of the District of Columbia Tax Registration # 7815888160711  City of Los Angeles Tax Registration  Government of The District of Columbia CLEAN HANDS CERTIFICATION  San Diego Freightliner Seller's Permit  Commonwealth of Virginia State Corporation Commission Certificate  State of Maryland Good Standing Certificate  Kansas Department of Revenue for Kansas City Peterbilt  New Jersey Department of Treasury Registration Certificate  New Jersey Business Registration  Notice of Compliance of the Canton City Codified Ordinance  Employee Information Report for the State of New Jersey  State of Maryland New Sales and Use tax License  CA State Seller's Permit 98-037902 00006  South Carolina Department of Motor Vehicles License Number 36133  State of South Carolina Retail License  Commonwealth of Kentucky Vehicle Dealer License 1583 20 100  State of West Virginia Dealer License  Commonwealth of Kentucky Vehicle Dealer License 1581 20 036  State of Tennessee Vehicle Dealer License</p>
17	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not Applicable, none.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of \$200 million.	*

**Table 4: References/Testimonials**

**Line Item 23.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Brilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

**Table 5: Top Five Government or Education Customers**

**Line Item 24.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	<p>Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually.</p> <p>With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.</p>	*



26	Dealer network or other distribution methods.	<p>Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products.</p> <p>Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.</p>	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at <a href="mailto:Fleet@NationalAutoFleetGroup.com">Fleet@NationalAutoFleetGroup.com</a> . Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfitting or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best demonstrate our Customer Service program, kindly reference the ZIP file "Member Walk Through" that is attached in the Additional Documents folder. Please begin with and review in order that is explained below:</p> <p>How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website <a href="http://www.NationalAutoFleetGroup.com">www.NationalAutoFleetGroup.com</a> where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website <a href="http://www.NAFGPartner.com">www.NAFGPartner.com</a> was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG's competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies.</p> <p>Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notch customer service to build brand awareness.</p> <p>Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events.</p> <p>The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p> <p>Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support.</p> <p>Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States.</p> <p>NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports.</p> <p>Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis.</p> <p>NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business.</p> <p>Below are a few examples on successful relationship marketing from our Fleet Department:</p> <p>We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs.</p> <p>"I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."</p>

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing through our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website [www.nafgpartner.com](http://www.nafgpartner.com) is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with.</p> <p>National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies:</p> <p>Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract.</p> <p>How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract.</p> <p>In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote.</p> <p>ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status.</p> <p>Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold.</p> <p>Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles.</p> <p>Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders.</p> <p>NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions.</p> <p>Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.</p>
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs.</p> <p>Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information.</p> <p>The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs.</p> <p>Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency.</p> <p>Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.</p>

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website.</p> <p>We have recently created and uploaded a "How-To Videos" section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed.</p> <p>Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone.</p> <p>If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the "Upfits Available" and "All 15 Manufactures" ZIP files under the supporting documents portion of the application.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford's all electric F-150. We are confident that as more OEM's continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at <a href="http://www.Driveevfleet.org">www.Driveevfleet.org</a>	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owned such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personally walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*



**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

**Table 9B: Performance Standards or Guarantees**

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to \$2,500 per vehicle. However, any dollar amount higher than \$2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip  Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to 6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirety. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process that calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit \$ 300 per vehicle purchased through NAFG and \$ 200 per vehicle purchased through our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufacturers". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
74	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
  2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
  3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
  4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
  - [Financial Strength and Stability](#) - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
  - [Marketing Plan/Samples](#) - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
  - [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
  - [Warranty Information](#) - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
  - [Standard Transaction Document Samples](#) - Standard Transaction.zip - Monday September 13, 2021 19:54:48
  - [Upload Additional Document](#) - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	<input checked="" type="checkbox"/>	1



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.

### Filing Information

<b>Document Number</b>	P98000079744
<b>FEI/EIN Number</b>	59-3533025
<b>Date Filed</b>	09/10/1998
<b>State</b>	FL
<b>Status</b>	ACTIVE

### Principal Address

2003 US 27 S  
SEBRING, FL 33870-2151

Changed: 04/11/2016

### Mailing Address

PO BOX 9200  
SEBRING, FL 33871-9200

Changed: 04/24/2001

### Registered Agent Name & Address

Ervin, Charles  
3201 US Highway 27 S  
Sebring, FL 33870

Name Changed: 02/06/2019

Address Changed: 02/06/2019

### Officer/Director Detail

#### **Name & Address**

Title D

WILDSTEIN, ALAN J  
2003 US 27 NORTH  
SEBRING, FL 33870

### Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
--------------------	-------------------



2019	02/06/2019
2020	01/15/2020
2021	01/06/2021

**Document Images**

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<a href="#">05/10/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/16/2004 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/14/2003 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/24/2001 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/19/2000 -- Reg. Agent Change</a>	View image in PDF format
<a href="#">02/29/2000 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/20/1999 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/10/1998 -- Domestic Profit</a>	View image in PDF format

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## Fictitious Name Detail

### Fictitious Name

ALAN JAY FLEET SALES

### Filing Information

**Registration Number** G15000070015  
**Status** ACTIVE  
**Filed Date** 07/06/2015  
**Expiration Date** 12/31/2025  
**Current Owners** 1  
**County** HIGHLANDS  
**Total Pages** 2  
**Events Filed** 1  
**FEI/EIN Number** 59-3533025

### Mailing Address

PO BOX 9200  
SEBRING, FL 33870

### Owner Information

ALAN JAY AUTOMOTIVE MANAGEMENT, INC.  
2003 US 27 S  
SEBRING, FL 33870  
**FEI/EIN Number:** 59-3533025  
**Document Number:** P98000079744

### Document Images

[07/06/2015 -- Fictitious Name Filing](#)[View image in PDF format](#)[08/04/2020 -- Fictitious Name Renewal Filing](#)[View image in PDF format](#)

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## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Equipment

**Item Number:** 4J

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25026

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving "Cooperative Agreement No. 25-08-02-HR between the City of Sunrise and Kelly Tractor Co" under the terms of the Florida Sheriff's Association Contract FSA23-EQU21.0: Equipment for the purchase of one (1) Caterpillar Lift Truck, one (1) Caterpillar Wheel Loader, one (1) Caterpillar Skid Steer Loader, and two (2) Felling Deck Over Trailers; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

---

**Funding:**

402.42.21.536.506401 - Machines and Equipment  
001.36.48.572.506401 - Machines and Equipment  
191.43.40.541.406401 - Machines and Equipment

**Amount:**

\$505,997.00

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**ATTACHMENTS:**

ATY Resolution - C25026  
Cooperative Agreement No. 25-08-02-HR  
Exhibit B - Quotations  
Sunbiz

---

**Background:**

The City of Sunrise Utilities Department is requesting the purchase of one (1) replacement Caterpillar tire lift truck (FSA Contract Item No. 133), one (1) replacement Caterpillar wheel loader (FSA Contract Item No. 239), two (2) replacement Felling deck over trailers (FSA Contract Item No. 449), and one new (1) Caterpillar skid steer loader (FSA Contract Item No. 216). The (1) Caterpillar tire lift truck, one (1) Caterpillar wheel loader and two (2) Felling deck over trailers are replacing equipment for the Utilities Department that have reached the end of their useful life. The Caterpillar skid steer loader is an additional piece of equipment for the Leisure Services Department. The replacement and additional equipment have been funded in the FY 2024/2025 budget.

The Florida Sheriffs Association competitively solicited and awarded Contract No. FSA23-EQU21.0: Equipment which includes a variety of equipment and manufacturers. The Contract's term is valid from October 1, 2023, through September 30, 2025. The Contract delineates line item pricing plus additional available options. Kelly Tractor Co is the primary vendor for the southern region. The attached contract has been edited for size constraints and the entire contract is available for review at the City's Finance and Administrative Services Department. The pages removed are lists of vendors and available equipment not being used for this contract.

Staff is seeking approval to utilize the existing Florida Sheriffs Association Cooperative Purchasing Program to procure these units to benefit from pre-established pricing, as well as benefitting from savings on administrative costs and time associated with soliciting these services.

Since the purchases will be made using an existing governmental contract, it is requested to waive the City's formal bidding procedures pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida. Upon delivery of the replacement equipment, existing equipment will be sent to auction.

---

**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Holly Raphaelson

Phone: 954-572-2202

---

**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

---

**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING “COOPERATIVE AGREEMENT NO. 25-08-02-HR BETWEEN THE CITY OF SUNRISE AND KELLY TRACTOR CO” UNDER THE TERMS OF THE FLORIDA SHERIFF’S ASSOCIATION CONTRACT FSA23-EQU21.0: EQUIPMENT FOR THE PURCHASE OF ONE (1) CATERPILLAR LIFT TRUCK, ONE (1) CATERPILLAR WHEEL LOADER, ONE (1) CATERPILLAR SKID STEER LOADER, AND TWO (2) FELLING DECK OVER TRAILERS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise requires one (1) Caterpillar lift truck, one (1) Caterpillar wheel loader, and two (2) Felling deck over trailers to replace equipment for the Utilities Department that has reached the end of its useful life. The City also requires (1) Caterpillar skid steer loader as an additional piece of equipment for the Leisure Services Department; and

WHEREAS, after competitive bidding, the Florida Sheriff’s Association awarded Contract No. FSA23-EQU21.0: Equipment to Kelly Tractor Co as a primary vendor for the equipment referenced above.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. “Cooperative Agreement No. 25-08-02-HR between the City of Sunrise and Kelly Tractor Co” (Agreement), under the terms of the Florida Sheriff’s Association Contract FSA23-EQU21.0: Equipment for the purchase of one (1) Caterpillar lift truck, one (1) Caterpillar wheel loader, one (1) Caterpillar skid steer loader, and two (2) Felling deck over trailers is hereby approved.

Section 2. Because these purchases will be made using an existing governmental contract, the City’s formal bidding procedures are hereby waived pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Section 3. The Procurement Manager or designee is hereby authorized to execute the Agreement. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 4. The Procurement Manager or designee is hereby authorized to amend the Agreement when it is amended by the lead agency.



Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS \_\_ DAY OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency.

\_\_\_\_\_  
Thomas P. Moss

**COOPERATIVE AGREEMENT NO. 25-08-02-HR  
BETWEEN THE CITY OF SUNRISE  
AND KELLY TRACTOR CO**

This Cooperative Agreement No. 25-08-02-HR (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and Kelly Tractor Co, a Florida corporation (Contractor) this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

**1.** After competitive procurement, the Florida Sheriffs Association (Awarding Entity) awarded Contractor Contract FSA23-EQU21.0: Equipment, dated October 1, 2023. A copy of the Contract is attached hereto as Exhibit A, and the Quotation(s) are attached hereto as Exhibit B. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

**2. Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through the delivery and acceptance of one (1) Caterpillar tire lift truck, one (1) Caterpillar skid steer loader, one (1) Caterpillar wheel loader and two (2) Felling deck over trailers and associated additional options. This Agreement is a one-time fixed purchase.

**3. Agreement Price and Payments.** The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit B.

Contractor shall submit invoices to:

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

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 / agreement / purchase order requirements, 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.

**4. Notices.** In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: KellyTractor Co  
2801 Reese Rd  
Davie, FL 33314

If to City, to: John T. Curran, Procurement Manager  
City of Sunrise  
Purchasing Office  
10770 West Oakland Park Boulevard  
Sunrise, FL 33351

With a copy to: City Attorney  
City Attorney's Office  
City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, FL 33351

**5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:**

√ **a. Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. 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 Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement 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.

√ **b. Insurance Requirements.** This provision shall supersede and replace Section 2.03 of the Contract documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement 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 Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

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.

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."

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.

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

Waiver of Subrogation. Contractor agrees by entering into this Agreement 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.

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](mailto: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](mailto:riskmanagement@sunrisefl.gov)

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.

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.

√ **c. Indemnification.** This provision shall supersede and replace Section 2.03 of the Contract documents.

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 services under this Agreement (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 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 expiration or earlier termination of the Agreement.

√ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. 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 Agreement shall be those of the Contractor.

√ **e. Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

√ **f. Public Records.** 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 Agreement 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 Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, 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 Agreement, 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 Agreement, 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, the City may enforce these provisions in accordance with the terms of this Agreement. 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 AGREEMENT, 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](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

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

√ **h. Scrutinized Companies.**

i. 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.

ii. 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.

iii. 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.

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

√ **j. Compliance with Laws.** The Contractor and its services under this Agreement 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. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

√ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its 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.

√ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. 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.

ii. 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 Agreement which requires a longer retention period.

iii. City shall terminate this Agreement 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.

iv. If City terminates this Agreement pursuant to the subsection iii 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.

√ **m. 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. §268.101. 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 Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

√ **n. 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 Agreement.

√ **o. 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 Agreement, Contractor 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 City consistent with Section 287.137, Fla. Stat. as amended.

**\_\_\_ p. 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 4, Notices, executed Exhibit "\_\_\_" 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.

**6. Additional Provisions F.O.B. Destination:**

Prices shall be F.O.B. Destination freight prepaid and delivered by Contractor to the City's specified location below. F.O.B. destination for the purposes of this Agreement shall mean the Contractor shall take full responsibility for any casualty, loss or damage to the equipment, product, or services in Exhibit B from the point of manufacturer, shipping methods and points between by private or common carrier, while stored, staged or in the care, custody of the Contractor up until the point of delivery and acceptance by the City.

**F.O.B. location shall be: City of Sunrise Fleet Garage, 10270 NW 47<sup>th</sup> St. Sunrise, FL 33351**

**7. Priority of Documents/Order of Precedence.** This Agreement, the City's Purchase Order, Exhibit A, and Exhibit B shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order, Exhibit A, and Exhibit B in that order.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**IN WITNESS WHEREOF**, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

**CITY OF SUNRISE**

By: \_\_\_\_\_  
John T. Curran, Procurement Manager

Date: \_\_\_\_\_

Approved as to Form and Legal Sufficiency  
for the City

By: \_\_\_\_\_  
Thomas P. Moss, City Attorney

**KELLY TRACTOR CO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Exhibit B

10-Feb-25

rev0210

City of Sunrise  
Attn: Gary Smith



**REF: Florida Sheriff's Association Contract quote**  
**Term: October 1, 2023 – September 30, 2025**  
**Contract: FSA23-EQU21.0, Equipment**  
**Group: LIFT: Cushion Tire Lift**  
**Item: 133, Caterpillar DP40N**

One new Caterpillar DP40N Diesel Pneumatic Tire Lift Truck 8,000lbs capacity equipped with:

Base Unit per Contract

Base Machine Unit (Caterpillar 2CC4000)

**\$31,470**

**A**

Upgrade Model Option

Model Upgrade to Base DP40N Diesel Pneumatic Tire 8000 lb cap.

**\$40,573**

**B**

Non-Specified Options

DP40N2-D	8,000 lb. Capacity Tier 4 Final Compliant Diesel Pneumatic Tire Lift Truck	BASE
5M40C47	187.0" MFH / 90.0" OAL / 42.0" FFH Triplex Mast	\$12,775
UL-STD1I	UL Approved	N/C
EPA-STD1I	EPA Compliant	N/C
FKHP48-40I	2.0" X 6.0" X48" Hook Type - Pallet Forks	\$1,435
D04EG-STD1I	MHIET D04EGT - 72HP Turbo 4 Cylinder Diesel Engine	N/C
2F1RTM-STD1I	Two Forward And One Reverse Speed Transmission	N/C
CARR47-STD1I	47.0" Wide Hook Type Carriage	N/C
DRSTRE-STD1I	Air-Filled Pneumatic Single Drive Tires	N/C
STRPN45-STD1I	Air-Filled Pneumatic Steer Tires	N/C
LBR-STD1I	48" High Load Backrest	N/C
VLV4P40I	4-Section Valve With Cowl Mounted Levers	\$715
4VTRIP40I	Dual Function Internal Hosing - Triplex Mast	\$2,015
OHGATLS-STD1I	Standard Overhead Guard - 90.5" To Top	N/C
TC-1930I	Tinted Thermoformed Overhead Guard Cover	\$325
EPSL-STD1I	Engine Protection System	N/C
FSM-STD1I	Fuel Saver Mode	N/C
GSPSPD-STD1I	Ground Speed Control	N/C
EBUA-STD1I	Electronic Back-up Alarm	N/C
WKLTRCL-STD1I	Two Forward LED Working Lights - OHG Mounted	N/C
WKLTCLEDP-STD1I	Rear LED Stop/Tail/Back-up Combination Lights	N/C
AMBSTRBI	Amber Strobe Light - Mounted Below OHG	\$450
SEATFSV-STD1I	Full Suspension Vinyl Seat	N/C
OSB-STD1I	Orange Seat Belt	N/C
RFM-STD1I	Rubber Floor Mat	N/C
OCTCB-STD1I	Operator Convenience Tray With Clipboard Holder	N/C
FIREEXTI	Fire Extinguisher - OHG Mounted	\$260
RVWMIRRP40I	Dual Panoramic Rear View Mirror Kit	\$280
DRWPINI	Drawbar Pin	\$295

Non Specified Options List Price Total

**\$18,550**

Less 8% Contract Discount

**-\$1,484**

Non-Specified Options Contract Total

**\$17,066**

**C**

**MACHINE TOTAL:**

**\$89,109**

**A+B+C**

Cascade® 100K-FPS-B203

Sideshifting Fork Positioner

**\$3,560**

QUOTE TOTAL

**\$92,669**

Less Additional Dealer Discount

**-\$16,199**

**QUOTE GRAND TOTAL:**

**\$76,470**

FOB: City of Sunrise

Availability: Approximately 26 weeks

Thank you for your consideration of our product. Quote is valid for thirty days.

Greg Bennett

Governmental Sales

(305) 592-5360 Office

(786) 579-2651 Direct

(786) 229-7037 Cell

[greg\\_bennett@kellytractor.com](mailto:greg_bennett@kellytractor.com)

[www.kellytractor.com/Governmental](http://www.kellytractor.com/Governmental)

February 13, 2025  
City of Sunrise  
Attn: Larry Ricks

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Page 1

**REF: Florida Sheriff's Association Contract quote.**

**Term: October 1, 2023 – September 30, 2025**

**Contract: FSA23-EQU21.0, Equipment**

**Group: Loader: Skid Steer - 2,800 lbs. Operating Capacity - Wheeled Type**

**Item: 216, Caterpillar 262D3**

**BASE MODEL**

Base Machine Unit

**\$ 65,967 A**

**DOWNGRADE MODEL OPTION**

262D3 Base 262D3 with freight and prep only

**\$-14,187 B**

**NON-SPECIFIED OPTIONS**

512-4262	262D3 SKID STEER LOADER	BASE	
512-4318	HYDRAULICS, PERFORMANCE, (H2)	\$1,275	
512-4115	CONTROL, ISO, PROP, WT	\$1,110	
512-4178	POWERTRAIN, TWO SPEED	\$2,735	
556-5898	RIDE CONTROL, NONE	N/C	
568-5602	BATTERY, HD, DISCONNECT, 850 CCA	\$168	
495-1671	LIGHTS, LED	\$370	
356-6082	REAR LIGHTS	N/C	
512-4193	ROPS, OPEN (C1)	\$580	
536-9739	SEAT, AIR SUSPENSION, VINYL, HEAT	\$1,035	
542-6994	SEAT BELT, 2"	N/C	
416-9265	DISPLAY, ADVANCED, LCD, CAMERA	\$1,515	
641-1758	PRODUCT LINK, CELLULAR PL243	N/C	
486-6957	FAN, COOLING, DEMAND	N/C	
185-8667	TIRES, 12X16.5 CAT 10PR	\$1,000	
345-4910	QUICK COUPLER, MANUAL	N/C	
563-1163	CERTIFICATION ARR, P65	N/C	
512-3741	INSTRUCTIONS, ANSI, USA	N/C	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	N/C	
568-4700	FILM, TWO SPEED	N/C	
435-9238	FILM, SELF LEVEL, ANSI	N/C	
309-1325	ROTATING BEACON	\$286	
345-5148	COUNTERWEIGHT, MACHINE, EXTERNAL	<u>\$1,365</u>	
	NON-SPECIFIED OPTIONS LIST PRICE	\$11,439	
	20% CONTRACT DISCOUNT	<u>\$ -2,288</u>	
	NON-SPECIFIED OPTIONS TOTAL	<b>\$9,151 C</b>	

February 13, 2025  
City of Sunrise

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Page 2

### WORKTOOL OPTIONS

279-5373	BUCKET-GP, 74", BOCE	\$1,979	
551-6979	BACKHOE, BH130	\$25,972	
589-1929	GROUP, MOUNTING, BH130	\$464	
464-9901	BUCKET-HD, 16", 2.5 FT3, 3T	\$1,250	
353-1697	CARRIAGE, 46", FORKS, 48" SSL	<u>\$1,299</u>	
	WORKTOOLS OPTIONS LIST PRICE	\$30,964	
	12% CONTRACT DISCOUNT	<u>\$ -3,716</u>	
	WORKTOOL OPTIONS TOTAL	<b>\$27,248</b>	<b>D</b>

**MACHINE TOTAL** \$88,179 **A+B+C+D**  
**LESS ADDITIONAL DEALER DISCOUNT** \$ -4,602  
**QUOTE GRAND TOTAL** **\$83,577**

FOB: City of Sunrise

Thank you for consideration of our product. Quote is valid for thirty days.

Greg Bennett

Governmental Sales

Office 305-592-5360

Cell 786-229-7037

Fax 305-477-2024

[greg\\_bennett@kellytractor.com](mailto:greg_bennett@kellytractor.com)

[www.kellytractor.com/Governmental](http://www.kellytractor.com/Governmental)

February 10, 2025  
City of Sunrise

rev0210  
page 1

**REF: Florida Sheriff's Association Contract quote.**

**Term: October 1, 2023 – September 30, 2025**

**Contract: FSA23-EQU21.0, Equipment**

**LOADER: Wheel Loader-3.0 CU YD**

**Item: 239, Caterpillar 930**

**BASE MODEL**

Base Machine Unit

**\$188,785 A**

**UPGRADE MODEL OPTIONS**

930 Base 930 Wheel Loader Upgrade

**\$ -2,678 B**

**NON-SPECIFIED OPTIONS**

579-7701	930 14A WHEEL LOADER	BASE
593-8900	PREP PACK, UNITED STATES	N/C
579-7720	ENVIRONMENT, MEDIUM DEBRIS	\$3,365
	-Sy-Klone engine pre-cleaner	
	-115 amp alternator	
	-Reversing Fan	
579-7725	WEATHER, STANDARD	N/C
593-8993	ENGINE	N/C
593-8921	STANDARD LIFT, COUPLER READY	\$730
333-6529	DIFFERENTIAL, OPEN REAR	N/C
593-8923	HYDRAULICS, 3V	\$2,120
	-Lift and Tilt with 1 Auxiliary Circuit	
530-1623	LINES, AUX 3RD, STD LIFT	\$407
445-4725	JUMPER LINES, AUX 3RD, FUSION	\$775
536-5283	HYDRAULICS, STANDARD, SL	N/C
590-8867	LIGHTS, AUX LED, PEMIUM	\$1,365
	-2 forward facing LED wide work lights on the cab	
	-2 forward facing LED low beam work lights on the cab	
	-2 rear facing LED wide work lights on the cab	
	-2 rear door mounted LED work/reversing lights	
633-0624	LIGHTS, ROADING, LED, RH	\$1,170
578-1363	CAB, STANDARD	\$3,500
579-7735	CONDITIONER, AIR, R134A	N/C
579-7738	PUSH START, PASSCODE SECURITY	N/C
593-8962	SEAT, DELUXE, TILT AND TELE	\$1,425
579-7761	CAMERA, REAR VIEW	N/C
423-7168	MIRROR, BASE	N/C
590-8872	STANDARD RADIO (12V)	\$985
579-7716	STEERING WHEEL, STANDARD	N/C
593-8916	JOYSTICK 3V, STEERING WHEEL	\$316
598-2802	WINDSHIELD ACCESS STEPS	\$855
573-8455	PRODUCT LINK, CELLULAR PL643	N/C
638-5475	FILM GP, WARNING, PL, ANSI	N/C

February 10, 2025  
City of Sunrise

rev0210  
page 2

613-2830	TIRES, 20.5R25 MA MS301** L3	\$12,320	
593-8950	FENDERS, STANDARD	N/C	
536-3718	CTWT, AGGREGATE, 3325LBS, 6PCS	\$8,260	
519-8081	TOOLBOX AUX, NONE	N/C	
619-8443	HYDRAULIC OIL, STANDARD	N/C	
421-8926	SERIALIZED TECHNICAL MEDIA KIT	N/C	
430-2859	RIDE CONTROL	\$5,390	
600-3781	BEACON, WARN STROBE, LED AMBER	\$391	
342-0215	VISOR, INTERNAL, REAR	\$187	
631-8725	GUARD, FRONT LIGHTS	\$505	
377-1540	GUARD, REAR LIGHTS	\$570	
418-8602	GUARD, TILT CYLINDER, STD LIFT	\$1,030	
602-3934	GUARD, WINDSHIELD	\$4,300	
349-8165	GUARD, POWERTRAIN, LOWER	\$1,870	
425-1425	GUARD, POWERTRAIN, SIDE	\$730	
349-8163	GUARD, CRANKCASE	\$1,285	
349-7940	GUARD, DRIVESHAFT	\$830	
391-1990	GUARD, HITCH	\$925	
387-4096	FILM GP, WASTE HANDLER	N/C	
536-5313	QUICK COUPLER, FUSION, HIGH VIS	\$5,610	
417-4929	BUCKET-GP, 3.8 YD3, FUS, BOCE	\$12,542	
	NON-SPECIFIED OPTIONS LIST PRICE	\$ 73,758	
	LESS 21% CONTRACT DISCOUNT	<u>\$-15,489</u>	
	<b>NON SPECIFIED OPTIONS PRICE</b>	<b>\$ 58,269</b>	<b>C</b>
	<b>930 WHEEL LOADER PRICE</b>	<b>\$244,376</b>	<b>A+B+C</b>
PEMBERTON®	L300/500-106-8-LRPWT-QC LOADER RAKE	\$ 23,350	
	W/FULL WIDTH PADDLE W/TEETH		
	LESS ADDITIONAL DEALER DISCOUNT	<u>\$ -10,926</u>	
	<b>MACHINE TOTAL</b>	<b>\$256,800</b>	
	<b>QUOTE TOTAL</b>	<b>\$256,800</b>	

FOB City of Sunrise

Thank you for your consideration of our product. Quote is valid for thirty days.

Greg Bennett

Governmental Sales

Office 305-592-5360

Direct 786-579-2651

Cell 786-229-7037

[greg\\_bennett@kellytractor.com](mailto:greg_bennett@kellytractor.com)

[www.kellytractor.com/Governmental](http://www.kellytractor.com/Governmental)

February 12, 2025  
City of Sunrise  
rev0212  
265743JWW



**RE: Quoted as per Florida Sheriff's Association Contract # FSA23-EQU21.0, Item #449**  
**Felling® Trailer Model FT-24-2 LP Deck Over**

Base Model	FT-24-2 LP Deck Over
Deck Length	Main Deck Length 24 ft
Fram Type	Engineered High Tensil Main Frame Beams (Pierced JR I-Beam Crossmembers)
Beavertail	Wood Inlaid Beavertail ( ILO Self Cleaning Angle Iron)
Beavertail, Acc	Double Incline
Deck Type	White Oak 2" Nom
Ramps; Rear	Full Width x 11' (6'+5') Bi-Fold Elec Hyd **Wood Inlay**
Approx Deck Height	33" Loaded, 35" Unloaded
Width	102" OD
Tie Downs	(16) D-Rings, 1" **Straight** (One Set Centered on BVT)
Brakes	Air, ABS 2S/1M, (Parking Brakes on all Axles)
Axles	(2) 12K Oil Bath
Suspension	Spring
Tires & Wheels	(8) ST235/80R 16 E, 8 Bolt [16 x 6] Hub Pilot
Hitch Length	5.3ft Center of Coupler to Headboard, Appx
Hitch Type	3" Adjustable Lunette Eye/Pintle, 66,000 lb Plate Mount (3/4" Bolt)
Jack	Felling Hyd Jack, 25K Dual Jacks, 50,000 lift capacity with elec/hyd power source
Plug	7 Pole Semi
Lights	LED Lights (Peterson), with Sealed Wiring Harness (Sealco)
Lights	Amber LED Oval Strobe Lights, Switched & Mounted in Tailboard
Trailer Color	Black (White Felling Decal)
Stripe Color	White
Standard	Document Holder
Standard	Tool Box, with Lockable Cover
Standard	2 Steps, 1 on the Standard Hitch and 1 in front of Axles on Roadside
Standard	1/2" Safety Chains, Grade 70
Option	Side Mounted Aluminum Toolbox- Single Door- Brite Tread Plate 48"x18"x18"
Option	Drawing Approval Required

Base Model Trailer Contract Price:	\$22,500
Upgrade to FT-24-2 LP:	<u>\$26,623</u>
List Price Total FT-24-2 LP	\$49,123
Less 3% Contract Discount:	<u>\$ -1,474</u>
Less Additional Dealer Discount:	<u>\$ -3,074</u>
Contract Total (Delivered)	\$ 44,575



Capacity: 23,700 lbs		GVWR: 30,500 lbs	
<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
2	FT-24-2 LP	\$44,575	\$89,150

Approximate Availability: 16 weeks

Thank you for consideration of our product. Quote is valid for thirty days.

Greg Bennett

Governmental Sales

Office 305-592-5360

Direct 786-579-2651

Cell 786-229-7037

[greg\\_bennett@kellytractor.com](mailto:greg_bennett@kellytractor.com)

[www.kellytractor.com/Governmental](http://www.kellytractor.com/Governmental)





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## Detail by Entity Name

Florida Profit Corporation

KELLY TRACTOR CO

### Filing Information

<b>Document Number</b>	105832
<b>FEI/EIN Number</b>	59-0197630
<b>Date Filed</b>	11/30/1925
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	EVENT CONVERTED TO NOTES
<b>Event Date Filed</b>	12/31/1987
<b>Event Effective Date</b>	NONE

### Principal Address

8255 N.W.58TH ST.  
MIAMI, FL 33166

Changed: 01/20/2009

### Mailing Address

8255 N.W.58TH ST.  
MIAMI, FL 33166

Changed: 01/20/2009

### Registered Agent Name & Address

KELLY, NICHOLAS D.  
8255 N.W. 58TH STREET  
MIAMI, FL 33166

Name Changed: 01/30/2013

Address Changed: 01/30/2013

### Officer/Director Detail

#### **Name & Address**

Title CEO

KELLY, NICHOLAS D.  
8255 N.W.58TH ST.  
MIAMI, FL 33166

Title CEO

KELLY, LOYD PATRICK  
8255 N.W.58TH ST.  
MIAMI, FL 33166

Title EVP, CFO, Treasurer

KELLY, KATHERINE L.  
8255 N.W.58TH ST.  
MIAMI, FL 33166

Title President

Kelly, Christopher L  
8255 N.W.58TH ST.  
MIAMI, FL 33166

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	03/01/2022
2023	03/10/2023
2024	02/12/2024

#### **Document Images**

<a href="#">02/12/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Agreement

**Item Number:** 4K

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25032

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "First Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-010-SC Springtree Injection Well System Construction and Testing Permit Renewal"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

---

**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

**Background:**

On September 5, 2013 the Florida Department of Environmental Protection (FDEP) issued a permit to the City of Sunrise, Utilities Department to allow the Construction and Testing of a Class I Injection Well System at the Springtree Water and Wastewater Treatment Plant. This Injection Well System consists of two onsite deep injection wells.

The construction of the two onsite deep injection wells were completed and on October 29, 2018, the FDEP issued an Underground Injection Control (UIC) permit to allow for the operational testing of the wells. During the testing period, the waste streams from the Springtree Reverse Osmosis Water Treatment Plant and the Springtree Wastewater Treatment Plant were required to be used as part of the injection process. However, prior to completing the testing requirements the Reverse Osmosis Water Treatment Plant was temporarily shut down due to fouling issues caused by the water source from Floridan Aquifer Well.

Subsequently, in an effort to address the fouling issues, the Utilities Department developed the Springtree Water Treatment Plant Phase I Improvements capital project, which includes the conversion of the Reverse Osmosis Treatment to Membrane Treatment. This project has been designed, and the construction contract has been awarded. Construction is expected to start in the next few months with completion expected 12 months thereafter.

To address the UIC operational testing permit renewal, the Utilities Department entered into Project Agreement No. 23-010-SC with Stantec Consulting Services Inc. (Stantec). This Project Agreement was approved by the City Commission on May 23, 2023, with term expiration on March 31, 2025.

In order to align the schedules for the UIC operational testing permit renewal with the completion of the Springtree Water Treatment Plant Phase I Improvements, an extension to the Project Agreement is necessary. This first amendment extends the current agreement term from March 31, 2025, through March 31, 2027, to provide sufficient time for Stantec to complete the scope of work, as well as complete the operational testing window of one (1) year. Stantec is not requesting any additional compensation associated with this First Amendment.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Rodrigo de Castro

Phone: 954-888-6055

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**Department Head Name and Title:**

Rodrigo de Castro, P.E., Director of Utilities

---

**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A  
“FIRST AMENDMENT TO PROJECT AGREEMENT BETWEEN THE  
CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR  
PROJECT AGREEMENT NO. PA-23-010-SC SPRINGTREE INJECTION  
WELL SYSTEM CONSTRUCTION AND TESTING PERMIT RENEWAL”;  
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on May 23, 2023, the City Commission approved Resolution No. 21-47-23-A, which awarded a Project Agreement to Stantec Consulting Services Inc. for the Springtree Injection Well System Construction and Testing Permit Renewal Project; and

WHEREAS, in order to align the schedules for the operational testing permit renewal with the completion of the Springtree Water Treatment Plant Phase I Improvements, an extension to the Project Agreement is necessary.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The “First Amendment to Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No. PA-23-010-SC Springtree Injection Well System Construction and Testing Permit Renewal” (First Amendment) is hereby approved. A copy of the First Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the First Amendment.

Section 3. The City Manager is hereby authorized to extend the Project Agreement, as amended, in accordance with the terms of the approved First Amendment.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this \_\_\_\_\_ DAY of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

\_\_\_\_\_  
Thomas P. Moss

**FIRST AMENDMENT TO  
PROJECT AGREEMENT  
Between  
THE CITY OF SUNRISE  
And  
STANTEC CONSULTING SERVICES INC.  
For  
PROJECT AGREEMENT NO. 23-010-SC  
SPRINGTREE INJECTION WELL SYSTEM CONSTRUCTION AND TESTING PERMIT  
RENEWAL**

---

This First Amendment to Project Agreement No.: PA-23-010-SC between the City of Sunrise, a Florida municipal corporation (hereinafter referred to as City) and Stantec Consulting Services, Inc. (herein referred to as Consultant).

**WHEREAS**, on May 7, 2021, the City and Stantec Consulting Services, Inc. entered into a Continuing Services Agreement for Professional Services for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects; and

**WHEREAS**, on May 23<sup>rd</sup>, 2023, Project Agreement No. PA-23-010-SC was approved by Resolution No.: 21-47-23-A and entered into between the City of Sunrise and Stantec Consulting Services, Inc. for professional engineering services for the Springtree Injection Well System Construction and Testing Permit Renewal, as authorized under the Project Agreement; and

**WHEREAS**, the Project Agreement No.: PA-23-010-SC expires on March 31, 2025, and the parties wish to extend the Project Agreement through March 31, 2027.

**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. Section 7.1 of the Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~striketrough~~ as follows:

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through ~~March 31, 2025~~ March 31, 2027, unless otherwise terminated pursuant to Section 8.1 or 8.2,

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

3. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement or its amendments, the terms of this First Amendment shall govern. All other terms of the Project Agreement and its amendments shall remain and continue in full force and effect.
4. Captions. The captions of this 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 when it is fully executed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment on the respective dates under each signature: the CITY, signing by and through his Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services, Inc., by and through its Client Service Manager duly authorized to execute same.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan  
\_\_\_\_\_ day of \_\_\_\_\_, 2025.

AUTHENTICATION:

\_\_\_\_\_  
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for City:

By: \_\_\_\_\_  
Thomas P. Moss  
City Attorney

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_

**CONSULTANT**

**STANTEC CONSULTING SERVICES INC.**

By: \_\_\_\_\_  
Oscar Bello, P.E.  
Client Service Manager

Date: \_\_\_\_\_

**AUTHENTICATE:**

\_\_\_\_\_  
Corporate Officer

\_\_\_\_\_  
Please type name of Corporate Officer

(CORPORATE SEAL)

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

City's Initials \_\_\_\_

Consultant's Initials \_\_\_\_



PROJECT AGREEMENT

2023 JUN -7 PM 1:58

Between

THE CITY OF SUNRISE

and

STANTEC CONSULTING SERVICES INC.

For

PROJECT AGREEMENT NO. PA 23-010-SC

**SPRINGTREE INJECTION WELL SYSTEM CONSTRUCTION AND TESTING PERMIT  
RENEWAL**

---

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7<sup>th</sup>, 2021, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

**SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT**

- 1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7<sup>th</sup>, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

**SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY**

- 2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.
- 2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

Authorized City Representative's Initials: Jaw

Authorized Consultant Representative's Initials: OR

2.3 THIRTY PERCENT DESIGN DOCUMENTS – NOT USED

2.4 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED

2.5 NINETY PERCENT DOCUMENTS – NOT USED

2.6 ONE HUNDRED PERCENT DOCUMENTS – NOT USED

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and

Authorized City Representative's Initials: fmw

Authorized Consultant Representative's Initials: OB



shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages without any proof of the actual damage resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular phase of services as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the phase completion date, plus approved time extension, until completion of the milestone:

Milestone 1:	SubTask 2.1	\$100/day
--------------	-------------	-----------

2.9.4 No Damages for Delay: The Consultant 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 Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) 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 the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

Authorized City Representative's Initials: Jaw

Authorized Consultant Representative's Initials: OB

- 2.9.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

## 2.10 PERSONNEL

- 2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Oscar Bello, PE	Project Manager, Engineer of Record
Neil Johnson, PG	Technical Expert
Nycole Sharma, PG	Sr. Hydrogeologist
Manuel Arias, PG	Sr. Hydrogeologist
Augustine Alvarez	Hydrogeologist

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

## **SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT**

- 3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.
- 3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

Authorized City Representative's Initials: Jaw

Authorized Consultant Representative's Initials: OB



- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.
- 3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

Authorized City Representative's Initials:

JW

Authorized Consultant Representative's Initials:

OB

**SECTION 4**                    **CONSTRUCTION COSTS – NOT USED**

**SECTION 5**                    **BASIS OF COMPENSATION**

5.1     The City shall compensate the Consultant for an amount not to exceed **\$64,367** based on services rendered pursuant to Sections 2.3 through 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

5.2     Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on hourly basis for each of the following phases:

Task No.	Task / Description	Fee	Percent of Total Fee
1.0	Project Management	\$6,284	10%
2.0	Permitting	\$58,083	90%
	<b>TOTAL</b>	<b>\$64,367</b>	<b>100%</b>

5.3     Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement.

5.4     Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5     If the scope of the Consultant's services is changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

Authorized City Representative's Initials: AW

Authorized Consultant Representative's Initials: OB



## **SECTION 6 BILLING AND PAYMENTS TO CONSULTANT**

- 6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.
- 6.2 REIMBURSABLE EXPENSES – NOT USED

## **SECTION 7 TERM**

- 7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through **March 31, 2025**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

## **SECTION 8 TERMINATION**

### **8.1 TERMINATION FOR CAUSE**

- 8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

### **8.2 TERMINATION FOR CONVENIENCE**

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement. Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

Authorized City Representative's Initials: Amw

Authorized Consultant Representative's Initials: OB

- 8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;
- 8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and
- 8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.
- 8.2.2.6 Damage or loss caused by delay.
- 8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

## **SECTION 9 SEVERABILITY**

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]


Authorized City Representative's Initials: Amw

Authorized Consultant Representative's Initials: OB

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services Inc., signing by and through its Client Service Manager, duly authorized to execute same.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By:   
Mayor Michael J. Ryan  
6<sup>th</sup> day of June, 2023.

AUTHENTICATION:

  
City Clerk  
Felicia M. Bravo, City Clerk  
(SEAL)



Approved as to form for the City:

By:   
Kimberly A. Kisslan  
City Attorney

Authorized City Representative's Initials: AW

Authorized Consultant Representative's Initials: OB

**CONSULTANT**

Stantec Consulting Services, Inc.

Bello, Oscar

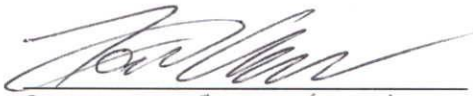
Digitally signed by Bello, Oscar  
DN: CN="Bello, Oscar",  
OU=internal, OU=users,  
OU=stantec, DC=corp, DC=ads  
Date: 2023.05.23 14:22:51-04'00'

By: \_\_\_\_\_

Oscar Bello, P.E.  
Client Service Manager

\_\_\_\_ day of \_\_\_\_\_, 2023.

AUTHENTICATE:

  
~~Secretary~~ Senior Counsel

Thomas Curran  
Please type name of Secretary  
Senior Counsel



WITNESSES:

Natalie M Pini

Laura C. Rodriguez

Authorized City Representative's Initials: AMW

Authorized Consultant Representative's Initials: OB



**EXHIBIT "1"**

**TO**

**PROJECT AGREEMENT PA-23-010-SC**

**SPRINGTREE INJECTION WELL SYSTEM CONSTRUCTION AND TESTING PERMIT  
RENEWAL**

---

**SCOPE OF SERVICES**

The CITY has requested CONSULTANT provide Permitting Support Services for the Injection Well system at the Springtree Utility Complex. FDEP originally issued permit number 0145975-004-UC to the City of Sunrise on September 5, 2013, to allow the construction and testing of Class I Injection Wells IW-1 and IW-2 and Dual Zone Monitoring Well DZMW-1. On October 29, 2018, FDEP issued the current UIC permit number 0359674-001-002- UC/1X to allow for the operational testing of the wells, which is effective until October 29, 2023.

The CONSULTANT will prepare an application to renew the Construction and Testing Permit to allow the City to perform Operational Testing of the system in accordance with Specific Condition (I)(A)(7) of the Permit. The application for permit renewal must be submitted at least 60 days prior to expiration of the existing permit.

The CONSULTANT will prepare an Operational Testing Request package in accordance with Specific Condition III(B) of the above-referenced permit and 62-528.450(3)(a), (b), and (c) FAC, and submit to the FDEP in electronic (PDF) format. The intent is to support the CITY with the approval and initiation of operational testing for a minimum of six (6) months.

**TASK 1 – PROJECT MANAGEMENT**

CONSULTANT will perform general administrative duties associated with project, including project set-up, progress meetings, general correspondence, and invoicing. The CONSULTANT will be responsible for overall coordination and administration of this project and will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated.

**TASK 2 - PERMITTING SUPPORT SERVICES**

The CONSULTANT will provide the following permit support services on behalf of the CITY:

- Florida Department of Environmental Protection – FDEP Underground Injection Control (UIC) Permit Support

Authorized City Representative's Initials: Jan

Authorized Consultant Representative's Initials: OB

### **Subtask 2.1 FDEP Underground Injection Control Permit Support**

This subtask includes preparing, assembling, and submitting the City's Application for a Construction and Testing Permit Renewal to FDEP UIC. The application package will consist of the following items, the description of which is provided below.

- Prepare FDEP UIC Permit Application 62-528.900(1)
- Area of Review (AOR) Study
- Financial Responsibility Package
- Coordinate with City as necessary to correct or update missing or incomplete information to ensure compliance with the permitting requirements.
- Coordinate with the FDEP permit reviewer on the content of information to clarify discrepancies prior to submission.
- Respond to Requests for Additional Information (RAIs) from FDEP in support of renewal.

#### **DELIVERABLES:**

- Draft FDEP Permit Renewal Application Package
- Responses to City Comments
- Final FDEP Permit Renewal Application Package
- Response to FDEP RAI

### **Subtask 2.2 Operational Testing Request Permit Support**

To commence operation of the industrial injection well system, the CITY must first submit an operational testing request, including the information outlined in Specific Condition III(B)(4).

This subtask includes submitting the Operational Testing Request to FDEP-UIC and responding to requests for additional information (RAIs). It is acknowledged by CITY that the period required for obtaining permit review is beyond the control of CONSULTANT. CONSULTANT will submit permitting information and respond to requests for information expeditiously, but in no case will the CONSULTANT take longer than fifteen (15) business days to respond to such requests.

Upon approval from FDEP, the CONSULTANT will schedule and attend the start-up of Operational Testing. The CONSULTANT will send a notification to FDEP of commencement of Operational Testing.

The CONSULTANT will provide the following services under Subtask 2.2:

- Schedule pre-submittal conference call with FDEP to discuss plan to initiate Operational Testing Request.

Authorized City Representative's Initials: Jan

Authorized Consultant Representative's Initials: OB



- Compile and review the required items listed under Specific Condition III(B)(4) of the Construction and Testing Permit and 62-528.450(3)(a), (b), and (c) for completeness.
- Coordinate with City as necessary to correct or update missing or incomplete information to ensure compliance with the permitting requirements.
- Coordinate with the FDEP permit reviewer on the content of information to clarify discrepancies prior to submission.
- Prepare the Operational Testing Request letter with required documentation.
- Respond to Requests for Additional Information (RAIs) from FDEP in support of approval of Operational Testing.
- CONSULTANT will meet with CITY operations staff to plan operational testing and review requirements for monitoring and reporting.
- Coordinate with FDEP and CITY to schedule start-up of operational testing.
- Assist the CITY during first 6 months of Operational Testing by reviewing operational and water quality data and Monthly Operating Reports (MORs) prior to submission to FDEP.

#### DELIVERABLES

- Draft FDEP Operational Testing Request to the City
- Responses to City Comments
- Final FDEP Operational Testing Request
- Response to FDEP RAI

Authorized City Representative's Initials: AW

Authorized Consultant Representative's Initials: OB

**ASSUMPTIONS:**

1. The CITY will provide the CONSULTANT with the anticipated waste stream analysis of the WWT effluent and the WTP concentrate.
2. CITY will provide available information for the project area, including as-built drawings, atlas maps, and other pertinent information. Stantec will rely on the accuracy of the information provided but will field verify information where practical. This information should include the O&M Manuals for the pump stations and the injection well system.
3. The CITY will provide the CONSULTANT with electronic copies of information required under Specific Condition III(B)(4) not previously submitted by the former EOR.
4. The CITY shall be responsible for all permitting fees.
5. The CITY will provide assurance of Financial Responsibility.
6. Operational testing monitoring and reporting to be performed by the CITY.
7. FDEP UIC Operation Permit application is not part of the scope.
8. Hydraulic modeling is not included in this scope of work.

Authorized City Representative's Initials: JAW

Authorized Consultant Representative's Initials: OB

EXHIBIT "2"

TO

PROJECT AGREEMENT PA-23-010-SC

SPRINGTREE INJECTION WELL SYSTEM CONSTRUCTION AND TESTING PERMIT  
RENEWAL

PROJECT SCHEDULE

Task No.	Task Description	Estimated Task Completion (Weeks Following NTP)
1	Project Management	52
2	Permitting	TBD
2.1	FDEP Underground Injection Control Permit Support	16 (following NTP for Subtask 2.1)
2.2	Operational Testing Request Permit Support	39 (following NTP for Subtask 2.2)

Authorized City Representative's Initials: AM

Authorized Consultant Representative's Initials: OB



## AGENDA ITEM REQUEST

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**Originating Department:** City Clerk

**Item Title:** Minutes

**Item Number:** 4L

**Meeting Date:** 2/25/2025

**City Reference Number (C#):**

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**Item Description:**

Approval of the minutes:

CCM 11/12/2024

SCCM 11/20/2024

CCM 12/10/2024

---

**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

No Attachments Available

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**Background:**

Minutes are available for review in the City Clerk's office or at [www.sunrisefl.gov](http://www.sunrisefl.gov).

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Felicia M. Bravo, City Clerk

Phone: 954-746-3333

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**Department Head Name and Title:**

Felicia M. Bravo, City Clerk

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**City Manager:**

Authorized for agenda placement

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## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6A

**Meeting Date:** 2/25/2025

**City Reference Number (C#):**

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**Item Description:**

Proclamation proclaiming the Month of March 2025 as Women's History Month in the City of Sunrise. Mayor Michael J. Ryan. Deputy Mayor Neil C. Kerch. Assistant Deputy Mayor Jacqueline A. Guzman. Commissioner Latoya S. Clarke. Commissioner Joseph A. Scotto.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Proclamation



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**Background:**

See attached proclamation.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name:

Phone:

---

**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# *Proclamation*

## *Office of the Mayor*

### **Women's History Month**

**W**HEREAS, every March Women's History Month provides an opportunity to honor the generations of trailblazing women and girls who have built our Nation, shaped our progress, and strengthened our character as people; and

**W**HEREAS, throughout our history, despite hardship, exclusion, and discrimination, women have strived and sacrificed for equity and equality in communities across the country. American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

**W**HEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

**W**HEREAS, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

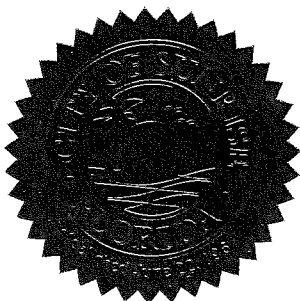
**W**HEREAS, women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

**W**HEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

**W**HEREAS, let us recognize that fundamental freedoms are interconnected: when opportunities for women are withheld, we all suffer; and when women's lives are improved, we all gain. Let us strive to create a community where every woman knows that her possibilities know no bounds in America; and

**W**HEREAS, the 2025 theme for Women's History Month is "**Moving Forward Together! Women Educating & Inspiring Generations**". The theme recognizes the influence of women who have dedicated their lives to education, mentorship, and leadership. It celebrates the collective strength of women who have inspired generations past and present.

**N**OW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim the month of March 2025 as: **Women's History Month** in the City of Sunrise.



Witness My Hand and Official Seal of  
The City of Sunrise, Florida

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Michael J. Ryan, Mayor



## AGENDA ITEM REQUEST

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**Originating Department:** City Manager

**Item Title:** Appointment

**Item Number:** 7A

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** M25001

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**Item Description:**

**ADDENDUM**

A Motion removing one member from the Police Retirement Plan Board and appointing one member to the Police Retirement Plan Board. City Manager Mark Lubelski.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

No Attachments Available

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**Background:**

Per Section 11-11 of the Code of the City of Sunrise, Florida, the City Commission appoints two (2) of the five (5) members of the Police Retirement Plan Board. Each of the appointees serves a two (2) year term or until their successor is appointed. Commission appointees must be legal residents of the City.

Staff recommends removal of Elizabeth Rivera from the Sunrise Police Retirement Plan Board and replacing her with the appointment of Emilie Smith, who is a Sunrise resident.

The administration and operation of the Sunrise Police Retirement Plan Board is governed by Chapter 185 Florida Statutes. Chapter 185 provides minimum standards and benefits that the City must comply with in order to receive annual distributions of premium tax revenues from the State. The statutory requirements under Chapter 185 include the composition of the board of trustees for the Sunrise Police Retirement Plan Board, which include:

- Two police officers who are elected by a majority of the active members.
- Two legal residents of the municipality must be appointed by the legislative body of the municipality.
- 1 member who is chosen by a majority of the other four members.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: City Manager Mark Lubelski

Phone: 954-746-3440

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**Department Head Name and Title:**

Mark Lubelski, City Manager

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**City Manager:**

Authorized for agenda placement

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## AGENDA ITEM REQUEST

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**Originating Department:** City Manager

**Item Title:** Agreement

**Item Number:** 12A

**Meeting Date:** 2/25/2025

**City Reference Number (C#):** C25019

---

**Item Description:**

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, approving a "Lease" between the City of Sunrise and Debbie Wasserman Schultz for her Congressional Office; finding a public purpose; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski.

---

**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Ordinance - C25019



Debbie Wasserman Schultz Lease 2025

Exhibit A - Description

Exhibit B - House Lease Agreement

Debbie Wasserman Schultz Lease Agreement March 2023 - Executed

Debbie Wasserman Schultz Lease Agreement January 2023 - Executed

Debbie Wasserman Schultz Lease Agreement 2017 - Executed

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**Background:**

Congresswoman Debbie Wasserman Schultz has occupied space for her South Florida District Office in Sunrise since 2017 in order to provide local access for her constituents. This space located at 777 Sawgrass Corporate Parkway in the Utility Administration Building.

Congresswoman Debbie Wasserman Shultz desires to maintain her office in the City's Utility Administration Building through the end of her term, which is January 3, 2027, under the same terms and conditions, the form of which is attached. Once approved by the City Commission, this lease will be presented to the US House of Representatives for formal approval. The existing lease term expired on January 3, 2025, but is being held over on a month to month basis. There is no charge to Congresswoman Schultz for this space.

The City finds that the Lease to Congresswoman Schultz serves a public purpose as it benefits the City's residents by making the Congresswoman easily accessible to the City's residents and residents within her Congressional District.

Congresswoman Schultz has been a strong advocate in Washington to bring needed funding and support to Broward County through funding for regional programming such as a new Federal Courthouse, health screening, medical treatment for those with paralysis, free and low-cost healthy food for low-income families, an intermodal public transit station in Sunrise, and funding for Broward County Public Schools to support expansion, professional development, and acquisition of technological equipment (computers, 3D printers, software, etc.) to provide pathways in visual art and design to strengthen spatial reasoning and STEM success.

Authorization is requested for the Mayor and City Manager to execute all required final documents, subject to approval of the City Attorney, and to take other actions necessary to effectuate the continuation of a lease agreement with Congresswoman Debbie Wasserman Schultz for local District Office space.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Mark Lubelski

Phone: 954-746-3430

---

**Department Head Name and Title:**

Mark Lubelski, City Manager

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**City Manager:**

Authorized for agenda placement

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**SUNRISE, FLORIDA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A “LEASE” BETWEEN THE CITY OF SUNRISE AND DEBBIE WASSERMAN SCHULTZ FOR HER CONGRESSIONAL OFFICE; FINDING A PUBLIC PURPOSE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A Lease between the City of Sunrise and U.S. Congresswoman Debbie Wasserman Schultz for office space in the Utilities Administration Building, which is located at 777 Sawgrass Corporate Parkway, is hereby approved. A copy of the Lease is attached hereto and made a part of this Ordinance as Exhibit A.

Section 2. The City Commission of the City of Sunrise finds that the Lease of office space to Debbie Wasserman Schultz for her congressional office serves a public purpose as it benefits City and County residents by making the Congresswoman and her local office easily accessible to the public.

Section 3. The Mayor is hereby authorized to execute the Lease.

Section 4. The City Manager is hereby authorized to extend the term of the Lease, in accordance with the terms of the approved Lease.

Section 5. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 7. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2025.

PASSED AND ADOPTED upon this second reading this \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 2025.

\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

FIRST READING

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

Approved by the City Attorney  
as to Form and Legal Sufficiency

SECOND READING

MOTION: \_\_\_\_\_  
SECOND: \_\_\_\_\_

CLARKE: \_\_\_\_\_  
GUZMAN: \_\_\_\_\_  
KERCH: \_\_\_\_\_  
SCUOTTO: \_\_\_\_\_  
RYAN: \_\_\_\_\_

\_\_\_\_\_  
Thomas P. Moss

## LEASE

This LEASE (Lease), is made by and between the City of Sunrise, a Florida municipal corporation (LANDLORD) and DEBBIE WASSERMAN SCHULTZ, of Broward County, Florida, (TENANT).

### WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION, TERM, TERMINATION AND RENT:

LANDLORD hereby leases unto TENANT approximately 2,922 square feet of office space as more particularly described in Exhibit A to this Lease, at the address of 777 Sawgrass Corporate Parkway as situated in the City of Sunrise, County of Broward, State of Florida (Premises), for a term commencing on the 11<sup>th</sup> day of March 2025 and terminating on the 2<sup>nd</sup> day of January 2027. The Parties may renew or extend this Lease beyond January 2, 2027 by written amendment provided that the TENANT remains a member of the U.S. House of Representatives. Either Party may terminate this Lease by providing the other Party with thirty (30) days' written Notice of Termination. TENANT covenants to pay to LANDLORD, or its duly authorized agent, No Dollars (\$0.00) each month during the term. Rent shall be payable to the City of Sunrise, c/o Department of Finance and Administrative Services, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, or at such other place as may be designated in writing by LANDLORD to TENANT, in advance, without demand, on the last day of each month during said term. This Lease is conditioned upon TENANT remaining a member of the U.S. Congress. In the event TENANT resigns or TENANT's status as a member of the U.S. Congress terminates, Section 8 of Exhibit B shall govern.

TENANT shall be responsible for payment of any taxes, including but not limited to sales tax and ad valorem tax, arising out of this Lease.

The U.S. House of Representatives Memorialization of No-Cost District Office Space is attached to and incorporated into this Lease as Exhibit B. In the event of a conflict between the terms of this Lease and those in Exhibit B, the terms of Exhibit B shall control.

2. PARKING FACILITIES:

LANDLORD warrants that it will provide parking facilities at the location of the Premises to accommodate TENANT'S employees, invitees and guests.

3. USE OF PREMISES:

TENANT may use and occupy the Premises for the conduct of legislative affairs in connection with TENANT'S position as a member of the U.S. Congress. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said Premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES:

All utilities services, with the exception of telephone services and data communication services, shall be included in the monthly rent. TENANT shall be responsible for TENANT's own telephone service, including local and long distance calls, and for the establishment of data communication services.

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may, at TENANT's own expense, make such non-structural changes, alterations, additions and improvements to the Premises as she may deem necessary. TENANT may remove all such property from the Premises upon the termination of this Lease; provided, however, that the Premises shall be restored to its original condition, normal wear and tear excepted.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease only with the written approval of the LANDLORD. In no event shall a hold over be deemed or construed as a renewal or extension of this Lease, but it shall operate as a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, and may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other.

7. ASSIGNMENT OR SUBLETTING:

TENANT may not assign or sublet all or portions of the Premises. Any assignment by LANDLORD shall be in accordance with Section 11 of Exhibit B.



8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the Lease term, or upon the termination of the Lease for any cause, she will peaceably surrender and deliver the Premises to LANDLORD, its agents or assigns. TENANT further agrees that she will leave the Premises in the condition existing at the commencement of this Lease, subject to reasonable wear and tear during the term of the Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to reasonable wear and tear.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice will LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

10. CHANGE IN OWNERSHIP:

Should LANDLORD sell the Premises herein, it shall comply with Section 12 of Exhibit B. Further, LANDLORD shall notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall withhold payment of rentals until such notice is received from both LANDLORD and new owner. The withholding of such rental shall not be construed as a default under the Lease.

11. DAMAGE TO PREMISES:

TENANT agrees that all personal property placed on the Premises shall be at the risk of TENANT. TENANT shall give LANDLORD, or to its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, utilities or other building components, and the same will be remedied by LANDLORD with due diligence, subject to the provisions of this Lease dealing with repairs and exterior maintenance.

12. INSPECTION:

LANDLORD, its agents, and persons authorized by LANDLORD, including maintenance workers, janitorial staff or security guards, may enter the demised Premises at reasonable times upon reasonable notice to the TENANT to examine the same or install or repair items deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises.

13. FIRE OR OTHER CASUALTY:

In the event of injury to the Premises or any part thereof during said term by fire or other cause, TENANT shall give immediate notice thereof to LANDLORD. The Premises shall be repaired immediately at the expense of the LANDLORD. If the Premises are rendered untenable by the elements or any other cause, all rental payments shall cease until the same shall be repaired as aforesaid. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, rent shall be paid up to the time of such destruction and from thenceforth this Lease shall cease and come to an end, and LANDLORD and TENANT shall have no further liability.

14. REPAIRS:

LANDLORD covenants to keep the said Premises in good structural repair, so far as concerns TENANT. LANDLORD shall maintain and keep in good repair the roof, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring. LANDLORD shall also make any repairs necessitated by water seepage or by other causes not under TENANT'S control.

15. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

16. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

17. NOTICES:

Any notice or demand, which, under the terms of the Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail, by overnight mail or by hand delivery to the other Party at the address of its principal office herein

mentioned, or to such other address as such Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

U.S. Congresswoman Debbie Wasserman Schultz  
777 Sawgrass Corporate Parkway  
Sunrise, Florida 33325

With a copy to:

U.S. Congresswoman Debbie Wasserman Schultz  
270 Cannon House Office Building  
Washington, DC 20515

With a copy to:

Office of Finance  
U.S. House of Representatives  
O'Neill Federal Building, Suite 3220  
Attn: Levi Matthews  
Washington, D.C. 20515

With e-mail to:

[leases@mail.house.gov](mailto:leases@mail.house.gov)  
(Attn.: Administrative Counsel)

Notice to the LANDLORD shall be addressed to:

Director of the Utilities Department  
City of Sunrise  
777 Sawgrass Corporate Parkway  
Sunrise, Florida 33325

With a Copy to:

City Attorney  
City of Sunrise  
10770 West Oakland Park Boulevard, 4<sup>th</sup> Floor  
Sunrise, FL 33351

18. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

19. RIGHT TO MORTGAGE AND SELL:

LANDLORD may sell the Premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD'S vendee.

In accordance with Section 12 of Exhibit B, LANDLORD shall give the TENANT prior written notice at least thirty (30) days before the sale of the premises or any assignments of rents to LANDLORD'S mortgage. Such notice shall be given in the manner specified for notices under this Lease.

20. PRIOR AGREEMENTS:

This Lease incorporates and includes all prior negotiation, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

21. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by Federal Law and the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary. Should the Parties be involved in legal action arising under, or connected to, this Lease, each party will be responsible for its own attorneys' fees and costs.

22. CONDEMNATION:

LANDLORD reserves unto itself, and TENANT assigns to LANDLORD, all right to damages accruing on account of any taking or condemnation of all or any part of Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. TENANT agrees to execute such instruments of assignments as may be required by LANDLORD, to join with LANDLORD in any petition for the recovery of damages, if requested by LANDLORD, and to turn over to LANDLORD any such damages that may be recovered in any such proceeding. LANDLORD does not reserve to itself, and TENANT does not assign to LANDLORD, any damages payable for any trade fixtures installed by TENANT at its cost and expense which are not part of the realty, or for any damages for interruption to the business of TENANT which do not compensate loss of real property or any interest therein.

23. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intends to directly or substantially benefit a third party by this Lease. Therefore, the Parties agree that there are no third

party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

24. COMPLIANCE WITH LAWS:

TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

25. SEVERANCE:

In the event this Lease or any portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

26. OTHER PROVISIONS:

Any additional provisions entered into at the time of execution of this Lease shall require approval of the Parties by initialing at the bottom of any additional pages(s), which must be affixed to the Lease.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

**LANDLORD**

CITY OF SUNRISE

\_\_\_\_\_  
Michael J. Ryan, Mayor

Date: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Felicia M. Bravo, City Clerk

Approved as to form for the LANDLORD:

By: \_\_\_\_\_  
Thomas P. Moss, its City Attorney



**TENANT**

DEBBIE WASSERMAN SCHULTZ

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Witness

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Witness

---

Debbie Wasserman Schultz

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description**

A PORTION OF MARINA WEST PARCEL B 137-29 B POR PAR 2 & POR PAR C SUNRISE INDUSTRIAL PARK PHASE 1 114-25 B & POR PAR B & B-1 SAWGRASS INTERNATIONAL CORPORATE PARK 137-28 B DESC AS COMM AT SW COR PAR 2,N 24.99 TO POB,N 1098.13, W 92.01,N 366.22,NELY 82.74,SE 101.17,SELY 149.76,SE 44.94,S 1407.68,W 395.80 TO POB

*U.S. House of Representatives*

Washington, D.C. 20515

**Memorialization of No-Cost District Office Space**

(Page 1 of 2 – 119th Congress)

**Member Name:** Rep. Debbie Wasserman Schultz

**Member State and District:** Florida 25

**District Office Address (Street Address, City, State, Zip):**

777 Sawgrass Corporate Parkway

**Entity Providing District Office Space:** City of Sunrise

*Pursuant to the Committee on Ethics, acceptance of no-cost office space provided by a federal, state, or local government agency does not violate House Rule 24 (Limitations on use of official and unofficial accounts) and is permissible under House Rule 25, cl. 5(a)(3)(O).*

**Beginning Date of District Office Occupancy:** 1/6/25

**Square Footage:** \_\_\_\_\_

**Features:**

**Number of House Staff in Office:** 5

**Office Operation Schedule.**

☒ Full-time

☐ Part-time (set schedule); Schedule: \_\_\_\_\_

☐ Sporadic or By-Appointment

☒ \* **High-Speed Internet Available Within Space.**

List any internet providers known to provide service to the property:

☒ \* **Interior Wiring CAT 5e or Better within Leased Space.**

☒ **Lockable Space for Networking Equipment.**

☐ **Space Shared with non-House Personnel.**

☒ **House Assets in Space** (furniture, technology and telecommunications equipment, etc.)

List of House assets: chairs, desks, computers, phones

☒ **Non-House Furnishings/Equipment in Space.**

List of Non-House furnishings/equipment: space dividers/panels

☐ **Parking.** ☐ \_\_\_\_\_ Assigned Parking Spaces

☒ \_\_\_\_\_ Unassigned Parking Spaces

☐ General Off-Street Parking on an As-Available Basis

☒ **After Hours Building Access.**

*[Signature page follows]*

*\* Required except in offices: (i) with only 1 staff member, (ii) staffed only part-time or intermittently, and/or (iii) located in shared space where installation of a permanent network is costly/impractical.*

*U.S. House of Representatives*  
Washington, D.C. 20515

**Memorialization of No-Cost District Office Space**

(Page 2 of 2 – 119th Congress)

The undersigned acknowledges the provision of no-cost district office space as detailed herein, and further represents that the provision of no-cost district office space conforms to the principles established by the Committee on Ethics.

Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
*12/27/24*

From the Member's Office, who is the point of contact for questions?

Name Laurie Flink Phone 9548451179 E-mail Laurie.Flink @mail.house.gov

**This Memorialization of No-Cost District Office Space has been reviewed and is approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_

*Jennifer M. Olkiewicz*  
(Administrative Counsel)

Date \_\_\_\_\_

January 16, 2025

Send completed form to Administrative Counsel via email to [leases@mail.house.gov](mailto:leases@mail.house.gov). Completed forms may also be mailed to:

Office of Administrative Counsel  
5300 O'Neill House Office Building  
Washington, D.C. 20515

Please contact the Committee on Ethics with any questions regarding acceptance of no-cost district office space: 202-225-7103.

One Hundred Nineteenth  
Congress of the United States  
House of Representatives

COMMITTEE ON HOUSE ADMINISTRATION  
1309 LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, D.C. 20515-6157  
(202) 225-8281 | CHA.HOUSE.GOV

January 15, 2025

The Honorable Wasserman Schultz  
U.S. House of Representatives  
242 Cannon HOB  
Washington, DC 20515

Dear Representative Wasserman Schultz:

Thank you for the letter submitted on January 8, 2025 requesting approval to continue the lease on your district office located at 777 Sawgrass Corporate Parkway, Sawgrass, FL, which is outside of your district.

Based on the information presented in your letter, along with the certification provided by Representative Cherfilus-McCormick expressing she has no objection to the location of your office within her district, the Committee approves your request. This approval is valid only through the 119<sup>th</sup> Congress.

The Committee is notifying the Chief Administrative Officer (CAO) by copy of this letter. Please work with the Office of Administrative Counsel to ensure that your contract complies with all other relevant rules and regulations.

If you have any questions, please contact Janet Schwalb of my staff on the Committee at (202) 225-8281.

Sincerely,



Bryan Steil  
Chairman  
Committee on House Administration

BGS/kdm

cc: The Honorable Catherine Szpindor  
Chief Administrative Officer

## **LEASE**

This LEASE (Lease), is made by and between the City of Sunrise, a Florida municipal corporation (LANDLORD) and DEBBIE WASSERMAN SCHULTZ, of Broward County, Florida, (TENANT).

### **WITNESSETH:**

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

#### **1. DESCRIPTION, TERM, TERMINATION AND RENT:**

LANDLORD hereby leases unto TENANT approximately 2,922 square feet of office space as more particularly described in Exhibit A to this Lease, at the address of 777 Sawgrass Corporate Parkway as situated in the City of Sunrise, County of Broward, State of Florida (Premises), for a term commencing on the 4<sup>th</sup> day of March 2023 and terminating on the 3<sup>rd</sup> day of January 2025. The Parties may renew or extend this Lease beyond January 3, 2025 by written amendment provided that the TENANT remains a member of the U.S. House of Representatives. Either Party may terminate this Lease by providing the other Party with thirty (30) days' written Notice of Termination. TENANT covenants to pay to LANDLORD, or its duly authorized agent, No Dollars (\$0.00) each month during the term. Rent shall be payable to the City of Sunrise, c/o Department of Finance and Administrative Services, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, or at such other place as may be designated in writing by LANDLORD to TENANT, in advance, without demand, on the 15<sup>th</sup> day of each month during said term. This Lease is conditioned upon TENANT remaining a member of the U.S. Congress. In the event TENANT resigns or TENANT's status as a member of the U.S. Congress terminates, Section 8 of Exhibit B shall govern.

TENANT shall be responsible for payment of any taxes, including but not limited to sales tax and ad valorem tax, arising out of this Lease.

The U.S. House of Representatives District Office Lease Attachment is attached to and incorporated into this Lease as Exhibit B. In the event of a conflict between the terms of this Lease and those in Exhibit B, the terms of Exhibit B shall control.

#### **2. PARKING FACILITIES:**

LANDLORD warrants that it will provide parking facilities at the location of the Premises to accommodate TENANT'S employees, invitees and guests.

#### **3. USE OF PREMISES:**



TENANT may use and occupy the Premises for the conduct of legislative affairs in connection with TENANT'S position as a member of the U.S. Congress. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said Premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES:

All utilities services, with the exception of telephone services and data communication services, shall be included in the monthly rent. TENANT shall be responsible for TENANT's own telephone service, including local and long distance calls, and for the establishment of data communication services.

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may, at TENANT's own expense, make such non-structural changes, alterations, additions and improvements to the Premises as she may deem necessary. TENANT may remove all such property from the Premises upon the termination of this Lease; provided, however, that the Premises shall be restored to its original condition, normal wear and tear excepted.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease only with the written approval of the LANDLORD. In no event shall a hold over be deemed or construed as a renewal or extension of this Lease, but it shall operate as a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, and may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other.

7. ASSIGNMENT OR SUBLETTING:

TENANT may not assign or sublet all or portions of the Premises. Any assignment by LANDLORD shall be in accordance with Section 11 of Exhibit B.

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the Lease term, or upon the termination of the Lease for any cause, she will peaceably surrender and deliver the

Premises to LANDLORD, its agents or assigns. TENANT further agrees that she will leave the Premises in the condition existing at the commencement of this Lease, subject to reasonable wear and tear during the term of the Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to reasonable wear and tear.

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In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice will LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

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Should LANDLORD sell the Premises herein, it shall comply with Section 12 of Exhibit B. Further, LANDLORD shall notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall withhold payment of rentals until such notice is received from both LANDLORD and new owner. The withholding of such rental shall not be construed as a default under the Lease.

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Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

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Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

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Sunrise, Florida 33325

With a copy to:

U.S. Congresswoman Debbie Wasserman Schultz  
270 Cannon House Office Building  
Washington, DC 20515

With a copy to:

Office of Finance  
U.S. House of Representatives  
O'Neill Federal Building, Suite 3220  
Attn: Levi Matthews  
Washington, D.C. 20515

With e-mail to: [leases@mail.house.gov](mailto:leases@mail.house.gov)  
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With a Copy to:

City Attorney  
City of Sunrise  
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18. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

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LANDLORD may sell the Premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD'S vendee.

In accordance with Section 12 of Exhibit B, LANDLORD shall give the TENANT prior written notice at least thirty (30) days before the sale of the premises or any assignments of rents to LANDLORD'S mortgage. Such notice shall be given in the manner specified for notices under this Lease.

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21. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary. Should the Parties be involved in legal action arising under, or connected to, this Lease, each party will be responsible for its own attorneys' fees and costs.

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Neither LANDLORD nor TENANT intends to directly or substantially benefit a third party by this Lease. Therefore, the Parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

24. COMPLIANCE WITH LAWS:

TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

25. SEVERANCE:

- A) In the event this Lease or any portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.
- B) In the event Executive Order 14042 becomes enforceable, this Lease will be null and void.

26. OTHER PROVISIONS:

Any additional provisions entered into at the time of execution of this Lease shall require approval of the Parties by initialing at the bottom of any additional pages(s), which must be affixed to the Lease.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

LANDLORD

CITY OF SUNRISE

Michael J. Ryan, Mayor

Date:

April 20, 2023

Ordinance No.

693

ATTEST:

Felicia M. Bravo, City Clerk



Approved as to form for the LANDLORD:

By:

Thomas P. Moss

Kimberly A. Kissler, its City Attorney  
Thomas P. Moss, Secretary

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of April, 2023, by Michael J. Ryan as Mayor of the City of Sunrise.

(SEAL)



BERNITA D. SHERROD  
Commission # HH 303028  
Expires October 5, 2026

Bernita D. Sherrod

Signature of Notary Public – State of Florida

Bernita D. Sherrod

Print, type of stamp commissioned name of  
Notary Public



Personally Known OR Produced Identification

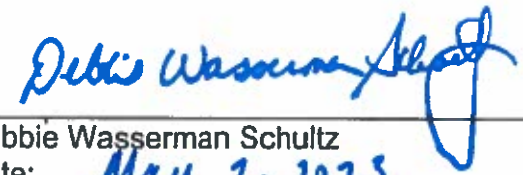
Type of Identification Produced \_\_\_\_\_



TENANT

DEBBIE WASSERMAN SCHULTZ

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Debbie Wasserman Schultz  
Date: May 2, 2023

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of May, 2023, by Debbie Wasserman Schultz.

(SEAL)

  
\_\_\_\_\_  
Signature of Notary Public – State of Florida



Laurie Flink  
Comm.: HH 175841  
Expires: Oct. 5, 2025  
Notary Public - State of Florida

LAURIE FLINK  
\_\_\_\_\_  
Print, type of stamp commissioned name of  
Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

## **District Office Lease Attachment- Instructions**

The District Office Lease Attachment ("Attachment") must accompany *every* Lease or Amendment submitted for a Member/Member-elect's District Office.

**THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.**

The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.

- The Member/Member-elect is required to personally sign the documents.
- The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- Section B ("Additional Lease Terms") of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.
- If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.
- Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final approval.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.
- The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee's sole responsibility and are not reimbursable from the Members' Representational Allowance.
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).

*U.S. House of Representatives*  
Washington, D.C. 20515

**District Office Lease Attachment**  
(Page 1 of 5 – 118th Congress)

**SECTION A**  
**(Lease Amenities)**

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

**To be completed by the Lessor (required amenities):**

☐ \* **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

☒ \* **Interior Wiring CAT 5e or Better within Leased Space.**

**To be completed by the Lessor (optional amenities):**

☐ Amenities are separately listed elsewhere in the Lease.

(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

☒ **Lockable Space for Networking Equipment.**

☒ **Telephone Service Available.**

☒ **Parking.** \_\_\_\_\_ Assigned Parking Spaces

100 Unassigned Parking Spaces

☐ General Off-Street Parking on an As-Available Basis

☒ **Utilities.** Includes: Electric

☒ **Janitorial Services.** Frequency: Daily

☒ **Trash Removal.** Frequency: Daily

☒ **Carpet Cleaning.** Frequency: Quarterly

☒ **Window Washing.** ☒ **Window Treatments.**

☐ **Tenant Alterations Included In Rental Rate.**

☒ **After Hours Building Access.**

☒ **Office Furnishings.** Includes: 2 desks, space dividers, 10 chairs

☒ **Cable TV Accessible.** If checked, Included in Rental Rate: ☐ Yes ☒ No

☒ **Building Manager.** ☒ Onsite ☐ On Call Contact Name: Mark Pacitti

Phone Number: 954-888-6016 Email Address: mpacitti@sunrisefl.gov

**District Office Lease Attachment**

(Page 2 of 5 – 118th Congress)

**SECTION B**  
**(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

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**District Office Lease Attachment**

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

**District Office Lease Attachment**

(Page 4 of 5 – 118th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

*U.S. House of Representatives*  
Washington, D.C. 20515

**District Office Lease Attachment**

(Page 5 of 5 – 118th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Michael Ryan  
Print Name of Lessor/Landlord

By: [Signature]  
Lessor Signature

Name:  
Title: Mayor

4/20/23  
Date

Debbie Wasserman Schultz  
Print Name of Lessee

[Signature]  
Lessee Signature

1-11-23  
Date

From the Member's Office, who is the point of contact for questions?		
Name _____	Phone (____) _____	E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)



2023 FEB 15 AM 11:02

ORDINANCE NO. 691

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE" BETWEEN THE CITY OF SUNRISE AND U.S. CONGRESSWOMAN DEBBIE WASSERMAN SCHULTZ FOR OFFICE SPACE; FINDING A PUBLIC PURPOSE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A "Lease" between the City of Sunrise and U.S. Congresswoman Debbie Wasserman Schultz for office space in the Utilities Administration Building, which is located at 777 Sawgrass Corporate Parkway, is hereby approved. A copy of the Lease is attached hereto and made a part of this Ordinance as Exhibit A.

Section 2. The City Commission of the City of Sunrise finds that the Lease to Congresswoman Schultz serves a public purpose as it would benefit County and City residents by making the Congresswoman easily accessible to Broward County residents.

Section 3. The Mayor is hereby authorized to execute the Lease.

Section 4. The City Manager is hereby authorized to extend the term of the Lease, in accordance with the terms of the approved Lease.

Section 5. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part declared to be invalid.


Section 7. Effective Date. This Ordinance shall be effective retroactive to January 3, 2023.

PASSED AND ADOPTED upon this first reading this 24TH DAY OF JANUARY, 2023.

PASSED AND ADOPTED upon this second reading this DAY 14TH OF FEBRUARY, 2023.

  
\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:

  
\_\_\_\_\_  
Felicia M. Bravo  
City Clerk



FIRST READING

MOTION: KERCH  
SECOND: GUZMAN

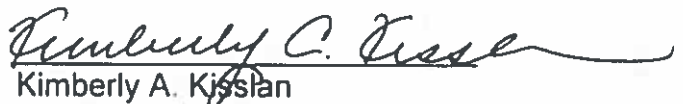
DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: ABSENT  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

SECOND READING

MOTION: KERCH  
SECOND: SCUOTTO

DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

  
\_\_\_\_\_  
Kimberly A. Kisslan

## LEASE

This LEASE (Lease), is made by and between the City of Sunrise, a Florida municipal corporation (LANDLORD) and DEBBIE WASSERMAN SCHULTZ, of Broward County, Florida, (TENANT).

### WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION, TERM, TERMINATION AND RENT:

LANDLORD hereby leases unto TENANT approximately 2,922 square feet of office space as more particularly described in Exhibit A to this Lease, at the address of 777 Sawgrass Corporate Parkway as situated in the City of Sunrise, County of Broward, State of Florida (Premises), for a term commencing on the 3<sup>rd</sup> day of January 2023 and terminating on the 4<sup>th</sup> day of March 2023. The Parties may renew or extend this Lease for sixty (60) days by written amendment executed by LANDLORD's City Manager and TENANT. Either Party may terminate this Lease by providing the other Party with thirty (30) days' written Notice of Termination. TENANT covenants to pay to LANDLORD, or its duly authorized agent, No Dollars (\$0.00) each month during the term. Rent shall be payable to the City of Sunrise, c/o Department of Finance and Administrative Services, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, or at such other place as may be designated in writing by LANDLORD to TENANT, in advance, without demand, on the 15<sup>th</sup> day of each month during said term. This Lease is conditioned upon TENANT remaining a member of the U.S. Congress. In the event TENANT resigns or TENANT's status as a member of the U.S. Congress terminates, Section 8 of Exhibit B shall govern.

TENANT shall be responsible for payment of any taxes, including but not limited to sales tax and ad valorem tax, arising out of this Lease.

The U.S. House of Representatives District Office Lease Attachment is attached to and incorporated into this Lease as Exhibit B. In the event of a conflict between the terms of this Lease and those in Exhibit B, the terms of Exhibit B shall control.

2. PARKING FACILITIES:

LANDLORD warrants that it will provide parking facilities at the location of the Premises to accommodate TENANT'S employees, invitees and guests.

3. USE OF PREMISES:

TENANT may use and occupy the Premises for the conduct of legislative affairs in connection with TENANT'S position as a member of the U.S. Congress. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said Premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES:

All utilities services, with the exception of telephone services and data communication services, shall be included in the monthly rent. TENANT shall be responsible for TENANT's own telephone service, including local and long distance calls, and for the establishment of data communication services.

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may, at TENANT's own expense, make such non-structural changes, alterations, additions and improvements to the Premises as she may deem necessary. TENANT may remove all such property from the Premises upon the termination of this Lease; provided, however, that the Premises shall be restored to its original condition, normal wear and tear excepted.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease only with the written approval of the LANDLORD. In no event shall a hold over be deemed or construed as a renewal or extension of this Lease, but it shall operate as a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, and may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other.

7. ASSIGNMENT OR SUBLETTING:

TENANT may not assign or sublet all or portions of the Premises. Any assignment by LANDLORD shall be in accordance with Section 11 of Exhibit B.

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the Lease term, or upon the termination of the Lease for any cause, she will peaceably surrender and deliver the Premises to LANDLORD, its agents or assigns. TENANT further agrees that she

will leave the Premises in the condition existing at the commencement of this Lease, subject to reasonable wear and tear during the term of the Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to reasonable wear and tear.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice will LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

10. CHANGE IN OWNERSHIP:

Should LANDLORD sell the Premises herein, it shall comply with Section 12 of Exhibit B. Further, LANDLORD shall notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall withhold payment of rentals until such notice is received from both LANDLORD and new owner. The withholding of such rental shall not be construed as a default under the Lease.

11. DAMAGE TO PREMISES:

TENANT agrees that all personal property placed on the Premises shall be at the risk of TENANT. TENANT shall give LANDLORD, or to its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, utilities or other building components, and the same will be remedied by LANDLORD with due diligence, subject to the provisions of this Lease dealing with repairs and exterior maintenance.

12. INSPECTION:

LANDLORD, its agents, and persons authorized by LANDLORD, including maintenance workers, janitorial staff or security guards, may enter the demised Premises at reasonable times upon reasonable notice to the TENANT to examine the same or install or repair items deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises.

13. FIRE OR OTHER CASUALTY:

In the event of injury to the Premises or any part thereof during said term by fire or other cause, TENANT shall give immediate notice thereof to LANDLORD.

The Premises shall be repaired immediately at the expense of the LANDLORD. If the Premises are rendered untenable by the elements or any other cause, all rental payments shall cease until the same shall be repaired as aforesaid. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, rent shall be paid up to the time of such destruction and from thenceforth this Lease shall cease and come to an end, and LANDLORD and TENANT shall have no further liability.

14. REPAIRS:

LANDLORD covenants to keep the said Premises in good structural repair, so far as concerns TENANT. LANDLORD shall maintain and keep in good repair the roof, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring. LANDLORD shall also make any repairs necessitated by water seepage or by other causes not under TENANT'S control.

15. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

16. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

17. NOTICES:

Any notice or demand, which, under the terms of the Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail, by overnight mail or by hand delivery to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

U.S. Congresswoman Debbie Wasserman Schultz  
777 Sawgrass Corporate Parkway  
Sunrise, Florida 33325

With a copy to:

U.S. Congresswoman Debbie Wasserman Schultz  
270 Cannon House Office Building  
Washington, DC 20515

With a copy to:

Office of Finance  
U.S. House of Representatives  
O'Neill Federal Building, Suite 3220  
Attn: Levi Matthews  
Washington, D.C. 20515

With e-mail to: [leases@mail.house.gov](mailto:leases@mail.house.gov)  
(Attn.: Administrative Counsel)

Notice to the LANDLORD shall be addressed to:

Director of the Utilities Department  
City of Sunrise  
777 Sawgrass Corporate Parkway  
Sunrise, Florida 33325

With a Copy to:

City Attorney  
City of Sunrise  
10770 West Oakland Park Boulevard, 3<sup>rd</sup> Floor  
Sunrise, FL 33351

18. **TERMS:**

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

19. **RIGHT TO MORTGAGE AND SELL:**

LANDLORD may sell the Premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD'S vendee.

In accordance with Section 12 of Exhibit B, LANDLORD shall give the TENANT prior written notice at least thirty (30) days before the sale of the premises or any



assignments of rents to LANDLORD'S mortgage. Such notice shall be given in the manner specified for notices under this Lease.

20. PRIOR AGREEMENTS:

This Lease incorporates and includes all prior negotiation, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

21. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary. Should the Parties be involved in legal action arising under, or connected to, this Lease, each party will be responsible for its own attorneys' fees and costs.

22. CONDEMNATION:

LANDLORD reserves unto itself, and TENANT assigns to LANDLORD, all right to damages accruing on account of any taking or condemnation of all or any part of Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. TENANT agrees to execute such instruments of assignments as may be required by LANDLORD, to join with LANDLORD in any petition for the recovery of damages, if requested by LANDLORD, and to turn over to LANDLORD any such damages that may be recovered in any such proceeding. LANDLORD does not reserve to itself, and TENANT does not assign to LANDLORD, any damages payable for any trade fixtures installed by TENANT at its cost and expense which are not part of the realty, or for any damages for interruption to the business of TENANT which do not compensate loss of real property or any interest therein.

23. THIRD PARTY BENEFICIARIES:

Neither LANDLORD nor TENANT intends to directly or substantially benefit a third party by this Lease. Therefore, the Parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

24. COMPLIANCE WITH LAWS:

TENANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

25. SEVERANCE:

A) In the event this Lease or any portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

B) In the event Executive Order 14042 becomes enforceable, this Lease will be null and void.

26. OTHER PROVISIONS:

Any additional provisions entered into at the time of execution of this Lease shall require approval of the Parties by initialing at the bottom of any additional pages(s), which must be affixed to the Lease.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

LANDLORD

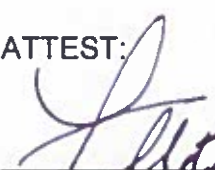
CITY OF SUNRISE

  
Michael J. Ryan, Mayor

Date: 2/14/2023

Ordinance No. 691

ATTEST:

  
Felicia M. Bravo, City Clerk



Approved as to form for the LANDLORD:

By:   
Kimberly A. Kisslan, its City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15<sup>th</sup> day of February, 2023, by Michael J. Ryan as Mayor of the City of Sunrise.

(SEAL)



BERNITA D. SHERROD  
Commission # HH 303028  
Expires October 5, 2026

  
Signature of Notary Public – State of Florida

Bernita D. Sherrod  
Print, type of stamp commissioned name of  
Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

TENANT

DEBBIE WASSERMAN SCHULTZ

[Signature]  
Witness

[Signature]  
Witness

Debbie Wasserman Schultz  
Debbie Wasserman Schultz  
Date: February 21, 2023

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21 day of February, 2023, by Debbie Wasserman Schultz.

(SEAL)

[Signature]  
Signature of Notary Public – State of Florida



Laurie Flink  
Comm.:HH 175841  
Expires: Oct 5, 2025  
Notary Public - State of Florida

Laurie Flink  
Print, type of stamp commissioned name of  
Notary Public

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

CITY CLERK  
CITY OF SUNRISE

17 JAN 17 AM 10:47

SUNRISE, FLORIDA

ORDINANCE NO. 616

**AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A LEASE BETWEEN THE CITY OF SUNRISE AND U.S. CONGRESSWOMAN DEBBIE WASSERMAN SCHULTZ FOR OFFICE SPACE; FINDING A PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.**

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. A Lease between the City of Sunrise and U.S. Congresswoman Debbie Wasserman Schultz for office space in the Utilities Administration Building, which is located at 777 Sawgrass Corporate Parkway, is hereby approved. A copy of the Lease is attached hereto and made a part of this Ordinance as Exhibit "A."

Section 2. The City Commission of the City of Sunrise finds that the Lease to Congresswoman Schultz serves a public purpose as it would benefit the City's residents by making the Congresswoman easily accessible to the City's residents and residents within her Congressional District.

Section 3. The Mayor is hereby authorized to execute the Lease. The City Manager is hereby authorized to execute the District Office Lease Attachment which is Exhibit "B" of the Lease.

Section 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 13TH DAY OF DECEMBER, 2016.

PASSED AND ADOPTED upon this second reading this 10TH DAY OF JANUARY, 2017.

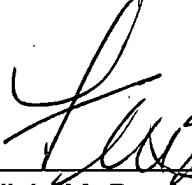
  
\_\_\_\_\_  
Mayor Michael J. Ryan

2011

2011

2011

Authentication:

  
Felicia M. Bravo  
City Clerk



FIRST READING

MOTION: SCUOTTO  
SECOND: SOFIELD


DOUGLAS: YEA  
KERCH: YEA  
SCUOTTO: YEA  
SOFIELD: YEA  
RYAN: YEA

Approved by the City Attorney  
As to Form and Legal Sufficiency.

SECOND READING

MOTION: KERCH  
SECOND: SCUOTTO

DOUGLAS: YEA  
KERCH: YEA  
SCUOTTO: YEA  
SOFIELD: YEA  
RYAN: YEA

  
Kimberly A. Kisslan





## LEASE

This LEASE ("Lease"), is made by and between the City of Sunrise, a Florida corporation (hereinafter referred to as LANDLORD), and U.S. CONGRESSWOMAN DEBBIE WASSERMAN SCHULTZ, of Broward County, the State of Florida, (hereinafter referred to as TENANT).

### WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION, TERM, TERMINATION AND RENT:

LANDLORD hereby leases unto TENANT approximately 2,922 square feet of office space as more particularly described in Exhibit "A" to this Lease, at the address of 777 Sawgrass Corporate Parkway as situated in the City of Sunrise, County of Broward, State of Florida (the "Premises"), for a term commencing on the 3<sup>rd</sup> day of January 2017 and terminating on the 2<sup>nd</sup> day of January 2019. This Lease may be renewed or extended by the Parties by written amendment beyond the termination date should the TENANT be re-elected to the U.S. Congress provided the renewal or amendment has been approved by TENANT's Administrative Counsel and LANDLORD's City Commission. Either Party may terminate this Lease by providing the other Party with thirty (30) days' written Notice of Termination. TENANT covenants to pay to LANDLORD, or its duly authorized agent, NO Dollars (\$0.00) each month during the term. Rent shall be payable to the City of Sunrise, c/o Finance Department, 10770 West Oakland Park Boulevard, Sunrise, FL 33351, or at such other place as may be designated in writing by LANDLORD to TENANT, in advance, without demand, on the 15<sup>th</sup> day of each month during said term. This Lease is conditioned upon TENANT remaining a member of the U.S. Congress. In the event TENANT resigns or her status as a member of the U.S. Congress terminates, Section 8 of Exhibit "B" shall govern.

TENANT shall be responsible for payment of any taxes, including but not limited to sales tax and ad valorem tax, arising out of this Lease.

The U.S. House of Representatives District Office Lease Attachment is attached to and incorporated into this Lease as Exhibit "B." In the event of a conflict between the terms of this Lease and those in Exhibit "B," the terms of Exhibit "B" shall control.

2. PARKING FACILITIES:

LANDLORD warrants that it will provide parking facilities at the location of the Premises to accommodate TENANT'S employees, invitees and guests.

17 MAR 10 PM 3:02  
CITY CLERK  
CITY OF SUNRISE

3. USE OF PREMISES:

TENANT may use and occupy the Premises for the conduct of legislative affairs in connection with TENANT'S position as a member of the U.S. Congress. TENANT covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said Premises, no act or thing shall be permitted and no thing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES:

All utilities services, with the exception of telephone services and data communication services, shall be included in the monthly rent. TENANT shall be responsible for her own telephone service, including local and long distance calls, and for the establishment of data communication services.

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this Lease, TENANT may, at her own expense, make such non-structural changes, alterations, additions and improvements to the Premises as she may deem necessary. TENANT may remove all such property from the Premises upon the termination of this Lease; provided, however, that the Premises shall be restored to its original condition, normal wear and tear excepted.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this Lease only with the written approval of the LANDLORD. In no event shall a hold over be deemed or construed as a renewal or extension of this Lease, but it shall operate as a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, and may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other.

7. ASSIGNMENT OR SUBLETTING:

TENANT may not assign or sublet all or portions of the Premises. Any assignment by LANDLORD shall be in accordance with Section 11 of Exhibit "B."

8. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the Lease term, or upon the termination of the Lease for any cause, she will peaceably surrender and deliver the Premises to LANDLORD, its agents or assigns. TENANT further agrees that she will leave the Premises in the condition existing at the commencement of this Lease, subject to

reasonable wear and tear during the term of the Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to reasonable wear and tear.

9. RECOVERY OF POSSESSION ON DEFAULT:

In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice will LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

10. CHANGE IN OWNERSHIP:

Should LANDLORD sell the Premises herein, it shall comply with Section 12 of Exhibit "B." Further, LANDLORD shall notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall withhold payment of rentals until such notice is received from both LANDLORD and new owner. The withholding of such rental shall not be construed as a default under the Lease.

11. DAMAGE TO PREMISES:

TENANT agrees that all personal property placed on the Premises shall be at the risk of TENANT. TENANT shall give LANDLORD, or to its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, utilities or other building components, and the same will be remedied by LANDLORD with due diligence, subject to the provisions of this Lease dealing with repairs and exterior maintenance.

12. INSPECTION:

LANDLORD, its agents, and persons authorized by LANDLORD, including maintenance workers, janitorial staff or security guards, may enter the demised Premises at reasonable times upon reasonable notice to the TENANT to examine the same or install or repair items deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises.

13. FIRE OR OTHER CASUALTY:

In the event of injury to the Premises or any part thereof during said term by fire or other cause, TENANT shall give immediate notice thereof to LANDLORD. The Premises shall be repaired immediately at the expense of the LANDLORD. If the Premises are rendered untenable by the elements or any other cause, all rental payments shall cease

until the same shall be repaired as aforesaid. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, rent shall be paid up to the time of such destruction and from thenceforth this Lease shall cease and come to an end, and LANDLORD and TENANT shall have no further liability.

14. REPAIRS:

LANDLORD covenants to keep the said Premises in good structural repair, so far as concerns TENANT. LANDLORD shall maintain and keep in good repair the roof, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring. LANDLORD shall also make any repairs necessitated by water seepage or by other causes not under TENANT'S control.

15. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

16. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

17. NOTICES:

Any notice or demand, which, under the terms of the Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail, by overnight mail or by hand delivery to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

U.S. Congresswoman Debbie Wasserman Schultz  
777 Sawgrass Corporate Parkway  
Sunrise, Florida 33325

With a copy to:

U.S. Congresswoman Debbie Wasserman Schultz  
1114 Longworth H.O.B.  
Washington, DC 20515

With a copy to:

Office of Finance  
U.S. House of Representatives  
O'Neill Federal Building, Suite 3220  
Attn: Levi Matthews  
Washington, D.C. 20515

With e-mail to:

leases@mail.house.gov  
(Attn.: Administrative Counsel)

Notice to the LANDLORD shall be addressed to:

Director of the Utilities Department  
City of Sunrise  
777 Sawgrass Corporate Parkway  
Sunrise, Florida 33325

With a Copy to:

City Attorney  
City of Sunrise  
10770 West Oakland Park Boulevard, 3<sup>rd</sup> Floor  
Sunrise, FL 33351

18. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

19. RIGHT TO MORTGAGE AND SELL:

LANDLORD may sell the Premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD'S vendee.

In accordance with Section 12 of Exhibit "B," LANDLORD shall give the TENANT prior written notice at least thirty (30) days before the sale of the premises or any assignments of rents to LANDLORD'S mortgage. Such notice shall be given in the manner specified for notices under this Lease.

20. PRIOR AGREEMENTS:

This Lease incorporates and includes all prior negotiation, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Lease that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

21. APPLICABLE LAW AND VENUE:

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary. Should the Parties be involved in legal action arising under, or connected to, this Lease, each party will be responsible for its own attorney's fees and costs.

22. CONDEMNATION:

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24. COMPLIANCE WITH LAWS:

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25. SEVERANCE:

In the event this Lease or any portion thereof is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.



26. OTHER PROVISIONS:

Any additional provisions entered into at the time of execution of this Lease shall require approval of the Parties by initialing at the bottom of any additional pages(s), which must be affixed to the Lease.

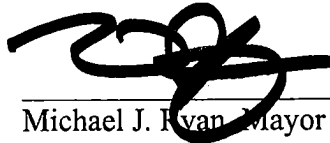
(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease on the dates hereinafter subscribed.

LANDLORD

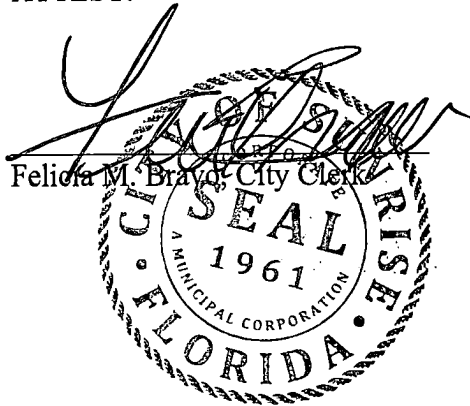
Executed by LANDLORD on Feb. 14, 2018

CITY OF SUNRISE

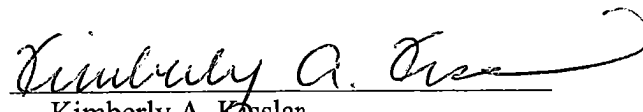
  
\_\_\_\_\_  
Michael J. Ryan, Mayor

Ordinance No. 616

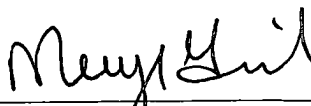
ATTEST:



Approved as to form by  
Office of the City Attorney  
Kimberly A. Kisslan, City Attorney  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351

By:   
\_\_\_\_\_  
Kimberly A. Kisslan

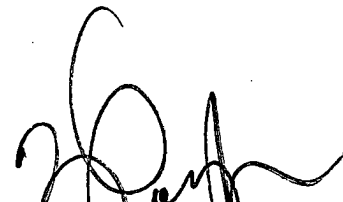
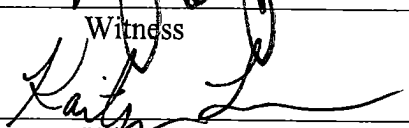
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2018, by Mayor Michael J. Ryan who is personally known to me and who did take an oath.

  
\_\_\_\_\_  
Notary Public

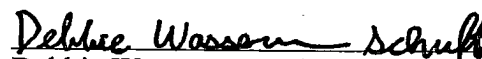
My Commission Expires:



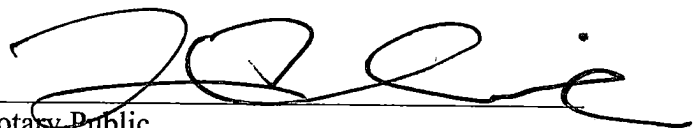
MERYL GIRARD  
MY COMMISSION # EE 885237  
EXPIRES: July 19, 2017  
Bonded Thru Budget Notary Services

  
\_\_\_\_\_  
Witness  
  
\_\_\_\_\_  
Witness

TENANT

  
\_\_\_\_\_  
Debbie Wasserman Schultz, U.S. Congresswoman

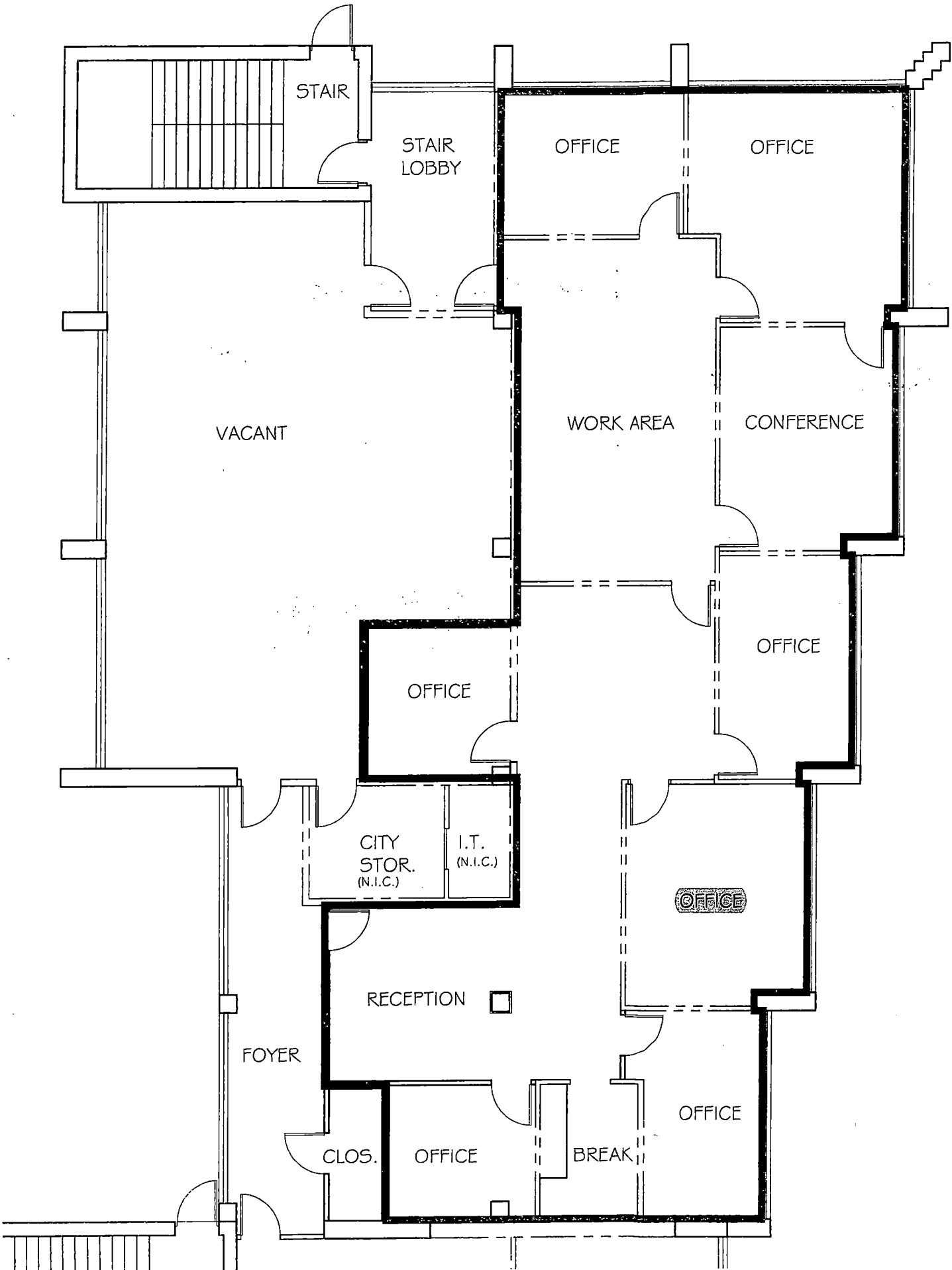
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2018, by U.S. Congresswoman Debbie Wasserman Schultz, who is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



# EXHIBIT "A"





## District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

**NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.**

The term of a District Office Lease or Amendment for the 115<sup>th</sup> Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115<sup>th</sup> Congress, leases should end on January 2, 2019, not December 31, 2018.

**A few things to keep in mind:**

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be confirmed by visiting [www.broadbandmap.gov](http://www.broadbandmap.gov) and entering the address of the proposed leased space.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).

## **District Office Lease Attachment**

(Page 2 of 5 – 115<sup>th</sup> Congress)

### **SECTION B** **(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)



## **District Office Lease Attachment**

(Page 3 of 5 – 115<sup>th</sup> Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115<sup>th</sup> Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).

## **District Office Lease Attachment**

(Page 4 of 5 – 115<sup>th</sup> Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

**District Office Lease Attachment**

(Page 5 of 5 – 115<sup>th</sup> Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

RICHARD SALAMON  
Print Name of Lessor/Landlord

Debbie Wasserman Schultz  
Print Name of Lessee

By: [Signature]  
Lessor Signature  
Name: Richard Salamon  
Title: City Manager

[Signature]  
Lessee Signature

2/15/17  
Date

2/28/17  
Date

From the Member's Office, who is the point of contact for questions?

Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ E-mail \_\_\_\_\_@mail.house.gov

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-225-6999.



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** BLC Sponsorship

**Item Number:** 17A

**Meeting Date:** 2/25/2025

**City Reference Number (C#):**

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**Item Description:**

Commission Discussion and/or Action Re: The Broward League of Cities 68th Annual Installation Gala potential sponsorship. Deputy Mayor Neil C. Kerch.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Gala Flyer

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**Background:**

Discussion and/or Action regarding consideration in the City to participate as a sponsor for the Broward League of Cities 68th Annual Gala event being held on June 7th, 2025.

The City can choose from three different sponsorship levels:

1. **Minimum Sponsor** – \$3,500
2. **Premier Sponsor** – \$5,000
3. **Paramount Sponsor** – \$10,000

Each level offers different benefits (see attached).

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Deputy Mayor Neil Kerch

Phone: 954-746-3250

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**Department Head Name and Title:**

Deputy Mayor Neil Kerch

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**City Manager:**

Authorized for agenda placement

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# BROWARD LEAGUE OF CITIES

## *68th Annual Gala*

### Margaritaville Beach Resort | June 7, 2025

### MUNICIPAL FRIEND LEVELS & BENEFITS

#### PARAMOUNT SPONSOR | \$10,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Full Page Ad in Gala e-Program
- Prominent Screen Recognition at Gala & on League Website
- Signage Recognition at Gala
- Verbal Recognition at Gala
- Pre & Post Social Media Recognition
- Pre & Post Gala Press Release Recognition

#### PREMIER SPONSOR | \$5,000

- Premium Reserved Table for 10
- Complimentary Valet Parking
- Half Page Ad in Gala e-Program
- Prominent Screen Recognition at Gala & on League Website
- Pre & Post Social Media Recognition
- Signage Recognition at Gala
- Verbal Recognition at Gala
- Pre & Post Gala Press Release Recognition

#### MINIMUM SPONSOR | \$3,500

- 6 Dinner Tickets
- Complimentary Valet Parking
- City Listing in Gala e-Program
- Signage Recognition at Gala
- Pre & Post Social Media Recognition





# **BROWARD LEAGUE OF CITIES**

## *68th Annual Gala*

### **Margaritaville Beach Resort | June 7, 2025**

### **MUNICIPAL FRIEND LEVELS & BENEFITS**

Please complete and return to:  
Broward League of Cities  
115 South Andrews Avenue, Suite 122  
Fort Lauderdale, Florida 33301

For additional information, please call 954.357.7370 or email  
[mltighe@browardleague.org](mailto:mltighe@browardleague.org).

All cancellations must be received by May 23, 2025

**WE ARE PLEASED TO SUPPORT THE BROWARD LEAGUE  
OF CITIES 68TH ANNUAL GALA AT THE FOLLOWING LEVEL:**

- ☐ **PARAMOUNT.....\$10,000**
- ☐ **PREMIER .....\$5,000**
- ☐ **MINIMUM.....\$3,500**

City: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Ad Deadline is May 16, 2025 at 12:00 Noon**  
**Full Page Ad Size is 11"H x 8.5"W**  
**Half Page Ad Size is 5.5"H x 8.5"W**  
**Logo Preference: High Resolution PNG**





## AGENDA ITEM REQUEST

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**Originating Department:** City Attorney

**Item Title:** City Attorney Annual Review

**Item Number:** 17B

**Meeting Date:** 2/25/2025

**City Reference Number (C#):**

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**Item Description:**

Commission Discussion and/or Action re: The annual review and evaluation of the City Attorney. Thomas P. Moss, City Attorney.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

City Attorney Performance Evaluation 2024

Sunrise Management Personnel Performance Evaluation Criteria

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**Background:**

This agenda item is for the Annual Review of the City Attorney.

Anniversary Date: January 1st

The City Attorney's Employment Contract contains the following provision regarding an annual performance review and merit increase:

- Section 5.2 Merit Increases. The City Commission shall meet to review and evaluate the performance of the Employee at least once annually. In any given year in which the Employee receives a favorable annual review, the Employee may be eligible to receive an annual merit increase of either one or two pay steps retroactive to the first full pay period following Employee's anniversary date. In the event a performance evaluation of the Employee is not completed within sixty (60) days of the Employee's anniversary date, the Employee shall receive a merit increase of two and one-half percent (2 ½%) retroactive to the first full pay period following Employee's anniversary date. In the event the pay ranges for General Executive/Management employees are adjusted to add a top step and drop the bottom step, Employee shall be entitled to receive an increase based upon the same timing and percentage value of the step that was added for General Executive/Management employees.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Thomas P. Moss

Phone: 954-746-3300

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**Department Head Name and Title:**

Thomas P. Moss, City Attorney

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**City Manager:**

Authorized for agenda placement

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# Memorandum

**To:** Mayor and City Commissioners  
**From:** Thomas P. Moss, City Attorney *TPM*  
**Date:** February 18, 2025  
**RE:** Annual Performance Review

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This Memorandum highlights the significant activities of the City Attorney's Office during my annual review period of January 1, 2024 through December 31, 2024. Through the leadership of the City Commission, the City Attorney's Office has contributed to the growth and continued success of the City. As you know, I provide the City Commission with monthly reports and litigation updates, an August Annual Report, and periodic updates and reports on important issues that arise.

Consisting of 5 employees (Deputy City Attorney, Assistant City Attorney, Legal Assistant, Administrative Assistant II, and me), the City Attorney's Office is a dedicated team that works collaboratively and cohesively with City management, City departments and staff, local businesses and the public to accomplish many functions that contribute to the success of the City. In May 2024, Robert Ruiz joined the office and works primarily as the City's Police Legal Advisor. Although our office is not "public-facing" and does not provide legal advice to the public, we strive to provide excellent customer service to residents and businesses that reach out to us with legal issues, questions and concerns.

We represent the City Commission, the Charter Officers, all City departments and the advisory boards. We regularly participate in meetings with the City Manager's Office, City Clerk's Office, the Police and Fire Departments, and all other City departments on a wide variety of issues. We review all City contracts, agreements, policies and procedures. We conduct legal research and analysis on issues as they arise. We work extensively on each City Commission meeting agenda, including drafting, editing and approving all resolutions and ordinances.

The City Attorney's Office prepares and handles a large volume of items. For example, we prosecute thousands of Code Compliance violations each year in front of the Special Magistrate. We also work with the Police Department to review, file and litigate Risk Protection Orders in Circuit Court. We prioritize the City's needs in a timely, cost-efficient manner. Although most of this office's work is performed behind the scenes and is difficult to measure, I have included some measured statistics below to provide insight into the volume of work we perform each year.

<b>MEASURED STATISTICS:</b>	<b>1.1.24 - 12.31.24</b>
<b>Resolutions/Ordinances Drafted</b>	<b>359</b>
<b>Contracts and Agreements Drafted, Reviewed or Amended</b>	<b>202</b>
<b>Municipal Ordinance Violations Prosecuted</b>	<b>1</b>
<b>Red Light Camera Hours</b>	<b>68 Hours</b>
<b>Red Light Camera Notices of Video Evidence</b>	<b>2,940</b>
<b>Code Cases Prosecuted</b>	<b>2,420</b>
<b>Foreclosures</b>	<b>17</b>
<b>Bankruptcies/Tax Deeds</b>	<b>39</b>
	<b>\$4,270 Recovered</b>
<b>Risk Protection Orders Filed or Extended</b>	<b>14</b>
<b>Policies Reviewed and Amended</b>	<b>15</b>
<b>Monies Recovered: Negotiated Settlements and Releases of Code Liens</b>	<b>\$417,032</b>
	<b>139 Releases</b>
<b>Monies Recovered: Police Forfeitures</b>	<b>\$17,750*</b>
	<b>2 Forfeitures</b>

\*Includes 1 forfeited vehicle with a value of \$16,250

### **City Commission & Individual Commissioner Items**

In 2024, I advised the City Commission and researched various issues for the City Commission, as well as for individual Commissioners, including the following:

- Provided updates and analysis of the State's Form 6 financial disclosure requirement for elected officials, including litigation updates and Commission on Ethics' instructions for filing Form 1 instead of Form 6.
- Provided an analysis of House Bill 601 relating to activities of civilian police oversight boards.
- Together with the City Manager, drafted an Ordinance creating the Access, Inclusion and Mobility (AIM) Advisory Board.
- Prepared a legal memorandum analyzing telephonic participation and live-streaming options for City Commission meetings.
- Prepared a legal memorandum summarizing the Sunshine Law's application to Commissioners-elect.
- Worked with the City Manager to finalize the Chief of Police's employment contract.
- Prepared an analysis of amendments to the Police Officers' Bill of Rights regarding Police Chiefs' right to be heard upon termination.

- Together with the City Manager, met with individual Commissioners regarding “The Ray,” a proposed mixed-use affordable housing development to be located at Sunset Strip and Sunrise Boulevard.
- Provided updates and analysis of House Bill 601 relating to camping and sleeping on public property.
- Met with individual Commissioners and the City Manager to review amendments to the City’s Sign Code.

## **Land Development Projects**

- Baptist Health - Following City Commission approval of the Purchase and Sale Agreement of the City’s 25.5-acre site to Baptist, our office has continued to work with the City Manager’s Office and the Community Development Department on numerous land use approvals, including the site plan, special exception use permit, and a plat note amendment in anticipation of closing. We have worked on extensions of the land use approval timeframes with the Baptist team as needed. We also drafted vacations of easements and of an unused right-of-way, and worked with Baptist and FDOT to draft a roadway-improvement cost agreement to provide ingress and egress to and from the proposed hospital. Baptist is simultaneously working with Broward County on land use approvals.
- Solterra - Our office worked with the Community Development Department to bring the rezoning, PUD Master Plan, and an Amended Development Agreement to the City Commission for the construction of a 900 unit residential development on the former Sunrise Golf and Country Club site. These items followed the developer-funded eminent domain action and the land use plan amendment (LUPA).
- Caroline at Sunrise - We continued working with the Community Development Department to bring a plat note amendment to the City Commission for this multifamily residential project consisting of approximately 412 midrise units on the former Frusciante Farm and Sunrise Ice Chalet properties.
- The Ray - After a developer began the process of acquiring several parcels at the northwest corner of Sunset Strip and Sunrise Boulevard, we worked with the City Manager’s Office and the developer’s team to negotiate an incentive agreement for the construction of a mixed-use, mixed-income multifamily housing rental development consisting of 415 residential units, ground-level commercial space, and a parking garage. The project will include 33% of the units as affordable workforce housing for qualified households.
- Vista at Springtree - Worked with the City Manager’s Office and Atlantic Pacific Communities LLC to bring an agreement for a loan commitment for a new affordable housing development on University Drive to the City Commission for approval.
- Pine Island Park - Worked with the City Manager’s Office and Pine Island Park, LLC to bring an agreement for a loan commitment for a new affordable housing development on 44<sup>th</sup> Street and Pine Island Road to the City Commission for approval.

## **Land Development Code Amendments**

- Sign Code - Following extensive review and legal analysis of caselaw affecting municipal regulation of signs, our office worked with the City Manager's Office, Community Development Department, and outside legal counsel to rewrite portions of the City's Sign Code. This resulted in the City Commission's approval of the "Phase 1" amendments to Sign Code. We are continuing to work with the City's team and the outside consultant on the "Phase 2" amendments, which involve the substantive Sign Code regulations.
- Fence Code - Our office worked with the City Manager's Office and Community Development Department to bring an amendment to the Land Development Code to the City Commission allowing for additional options for residential fences.

## **City Property**

- Village Art Plaza - We continued working with the City Manager's Office to complete the plaza, including bringing items to City Commission for approval of the entryway features, public art and other furnishings.
- Library Square Unit 9 (Brewery) - We worked with the City Manager's Office to enforce the lease agreement with Moonset Brewery, LLC for the proposed brewery. After several notices and demand letters from the City, the City terminated the lease and began negotiations for a new lease with different brewery.
- Library Square Unit 11 (Coffee Shop) - We worked with the City Manager's Office to enforce the lease agreement with Kay Rico, LLC for the proposed coffee shop. After several notices and demand letters from the City, the City terminated the lease and a lease with a new tenant will be forthcoming.
- Sunset Strip Square - We continued working with the City Manager's Office and outside counsel on the sale of this property to New Urban Sunset Strip, LLC, including extensions of the land use approval timeframes in anticipation of closing.

## **Veterans Park, Welleby Park, Sportsplex Park and Senior Center**

The City Attorney's Office worked with the City Manager's Office in meeting with West Construction's owner and attorneys as the Veterans Park takeover project neared completion. After several meetings and telephone conferences, West revealed that it had already filed suit against the City on the Sportsplex project. Shortly thereafter, the City Commission approved the filing of lawsuits related to the Veterans Park, Welleby Park and Senior Center projects. West eventually dismissed its Sportsplex lawsuit based on the City's statute of limitations defense. Litigation is underway in the Veterans Park, Welleby Park and Senior Center cases. Outside construction counsel Joe Lawrence is representing the City, and our office is working with Mr. Lawrence and the City Manager's Office and Capital Projects staff on a daily basis to conduct discovery and prepare for early mediation.

## **Ethics**

- Updated the City Commission on County Ordinance No. 2024-41, which amended the County's Elected Official Code of Ethics relating to admission to official events and gift thresholds.
- As requested, provided analysis of State and County Ethics Codes relating to solicitation of charitable contributions, voting conflicts, gift acceptance and disclosure, and use of office.
- Prepared a memorandum for City employees outlining permissible vs. impermissible political and campaign activities for the 2024 election season.
- Drafted updates as requested to the City Commission's Resolution approving charitable organizations and events in accordance with the County's Elected Official Code of Ethics.
- Provided Sunshine Law, public records, and ethics training to City Commissioners upon request.

## **Collective Bargaining Agreements**

We participated with the City Manager's Office, Human Resources, Finance, labor counsel, and pension counsel in the negotiations for the following Collective Bargaining Agreements (CBAs) which have been ratified by the City Commission:

- 2024 - 2027 CBAs with Local 3080 Metro Broward Professional Firefighters, I.A.F.F. for the rank and file and the Battalion Chiefs.
- 2024 - 2027 CBA with Police Benevolent Association for Police Lieutenants.
- 2023 - 2026 CBA with SGEU for General Employees.
- Letter of Understanding (LOU) with unions to establish Juneteenth as a paid City holiday.
- LOU between the City and the FOP to increase the premium pay for officers assigned to the Traffic Unit of the Uniform Division.

We also prepared, and the City Commission has approved, pension amendments and changes to Ordinance No. 715-X to reflect corresponding changes to salaries and benefits.

**Davie Utilities:** Prior to negotiations terminating in August 2024, the City Attorney's Office spent considerable time with the City's internal team, outside consultants, and the Town of Davie's team to negotiate and draft a Purchase and Sale Agreement to acquire the Town of Davie utility system.

## **City Departments**

The City Attorney's Office works with all City's Departments and staff on a day-to-day basis and have assisted in the following:

- City Clerk: public records responses and exemptions; petition initiative questions; election issues; training advisory board members in public records and Sunshine law; reimbursement of expenses for advisory board members.



- City Manager's Office: artist agreements for Village Art Plaza; enforcement of artist agreement for Sunrise Linear Park sculptures; new agreement for Boys and Girls Club for teen services program; code amendment for food truck events; license agreement for use of West Pine Middle School; transfer of Metropica parcels to FDOT for Sawgrass expansion; license agreement for Broward UP program; electronic signature policy; Live Local Act implementation; tents at City events; election signage; releases of code liens on Sunrise Towne Preferred Condominium; Veterans Park Memorial Brick program guidelines; election and early voting issues; outdoor fireworks sales; agreements with Waste Management and Republic Services to implement City's recycling program.
- Community Development & Building: Building Safety Inspection Program enforcement; review applications for extended hours licenses; legislation regarding electric vehicle charging stations; legislation regarding low-voltage electric fences and alarm systems; shared parking agreements; special event applications; lien amnesty program; fine reductions and releases of lien; business tax exemptions; attend "pre-app" meetings with developers; nightclub applications; authority to tow nuisance vehicles from right-of-way; special exceptions; final orders on Quasi-Judicial proceedings; building permit application inquiries; correcting historical errors in zoning maps for Quail Run; public notices for land development items; nuisance abatement at residence on 24<sup>th</sup> Street; non-consent towing permit review; handling anonymous code complaints; noise complaints; review new legislation regarding impact fees; revise and finalize lien amnesty forms; review "athletic club" use for proposed padel (padel tennis) club.
- Finance: expenditure of opioid class action settlement funds; answers in garnishment cases; insufficient funds issues; interpret court orders relating to alimony and child support; file answers in quiet title suits; file claim in Visa/Mastercard class action; amend recycling rates; assist in dispute with 84 South Owners Association; response to billing disputes; assist with various grant issues; review satisfactions of City mortgages; credit card processing agreements.
- Fire: off-duty details; employee discipline and grievance issues; drug-testing policy; mutual aid agreements and MOUs; purchase of equipment; training waivers and releases.
- Human Resources: union negotiations, CBAs and LOUs; employee discipline and separation; last chance agreements; investigations of employee complaints; outside employment issues; review of background reports; assist in grievance process; policy review.
- Information Technology (IT): software purchases; IT policies; dual authentication protocols; electronic signatures issues.

- Leisure: background screenings for coaches and volunteers; fireworks and musician agreements for Fourth of July event; ADA and service animal compliance; Hard Rock agreement for employee dinner.
- Police: School Resource Officer Agreements; High Visibility Enforcement grant agreement; off-duty details; municipal ordinance enforcement; returns of property and evidence; interagency agreements; firearm seizures and returns; public records requests and production; prepared concealed firearm training; Risk Protection Orders (RPOs); body-worn cameras; red light camera assistance and court appearances; statutory interpretation; panhandling; illegal parking; advisory board review; forfeiture litigation and expenditure opinions; arrest and search warrant review; sex offender residency ordinance interpretation; caselaw review and interpretation; on-call legal advice; policies and procedure review; grant agreement review; notices of expiration of RPOs; memoranda to Chief on various issues.
- Public Service: file claims in bankruptcy and foreclosure cases to protect utility liens; assist with billing disputes and customer inquiries.
- Purchasing: work on all City contracts and agreements; assist with bids, bid disputes, bid awards and rejections; revised bid dispute policy; periodically update contract language and required statutory provisions; review all purchases prior to placement on City Commission agendas; assist with vendor disputes; participated in multiple interviews for Contract Coordinator position.
- Utilities: review and revise numerous project agreements, letter agreements, and amendments; assist with utility easements; coordinate PFAS testing and claims process with outside counsel.

**Outside Litigation:** I supervise the non-insurance covered litigation. I report to you monthly regarding such litigation. Active litigation includes the three West Construction lawsuits and the Thornton Construction lawsuit involving leaks in the Civic Center gym.

**Code Compliance:** Navin Ramnath prosecutes code compliance and building code violations and negotiates fine reductions and partial releases of liens with City Manager's Office approval. Due to the Broward County Board of Rules and Appeals' (BORA) Building Safety Inspection Program requirements for 25-year and 10-year inspections, the number of building code cases heard at the Special Magistrate hearings increased significantly in 2024. As many of the building inspection cases are ongoing, the increased caseload will continue into 2025.

In conclusion, it is my privilege to provide this summary of the City Attorney's Office's activities. My team and I have provided the City Commission, Charter Officers, Department Directors, and all City staff with high-quality legal services in a timely manner while maintaining fiscal responsibility. Should you desire more information regarding the City Attorney's Office's activities, please contact me.

## **Sunrise Management Personnel – Performance Evaluation Criteria**

**ACHIEVEMENT OF OBJECTIVES:** Includes productivity of the unit (the quantity and quality of output) and accomplishing unit goals.

**DECISION MAKING AND JUDGMENT:** Includes assigning tasks, responding to work problems in a timely and effective manner, assessing priorities, and identifying and evaluation problem areas and problem solving skills.

**PERSONNEL DEVELOPMENT:** Includes orienting new employees; assisting subordinates in accomplishing assigned tasks; recommending training and/or developmental programs (includes self-development); counseling and motivating employees.

**PLANNING AND ORGANIZING:** Includes designing realistic short and long range plans; optimizing time, personnel, equipment, and material resources; clearly defining responsibility and authority; and developing standards for the work unit.

**INTERPERSONAL SKILLS:** Includes encouraging participation and teamwork; fostering unit morale; working cooperatively with the public, peers, and subordinates; and accepting advice and counseling from superiors.

**COMMUNICATIONS:** Includes preparing clear and concise reports and correspondence; and making effective oral presentations.

**ADMINISTRATIVE POLICY AND PROCEDURE:** Includes understanding and implementing City Code, Administrative Orders, and department policies and procedures; complying with Personnel Rules, City Manuals, grievance procedure and safety regulations; adhering to affirmative action guidelines; and timely and effective counseling.

**ADDITIONAL FACTORS:** May include special skills, knowledge, and abilities; special job requirements or temporary assignments.