



## **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, April 8, 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) Services**

C25066

A Resolution of the City of Sunrise, Florida, approving the rental of Barricades and Equipment from various vendors (multi-award); under the terms of the City of Fort Lauderdale Bid Event No. 203 as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

**(B) Agreement**

C25047

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 24-79-08-CM to TLC Diversified, Inc. for the Sawgrass Wastewater Treatment Plant Headworks Influent Line Improvements Project; approving Contract No. C-24-79-08-CM; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(C) Agreement**

C25073

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-012-HS Sawgrass Headworks Influent Line Improvements Construction Management Services"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(D) Agreement**

C25067

A Resolution of the City of Sunrise, Florida, approving a "Fourth Amendment to Project Agreement No. PA-22-001-ST between the City of Sunrise and Stantec Consulting Services Inc. for East Sunrise Watermain Replacement – Phase II"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(E) Agreement**

C25072

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-007-HS Springtree WTP Electrical Upgrades – Phase 2 Construction Management Services"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(F) Services**

C25069

A Resolution of the City of Sunrise, Florida, Awarding RFP No. 24-09-07-VH and "Standard Contract No. C 25-30-03-VH between the

City of Sunrise, Florida and Kilowatt Electric Company” for State Certified Electrical Contractor Services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(G) Services**

C25068

A Resolution of the City of Sunrise, Florida, Awarding RFP No. 24-09-07-VH and “Standard Contract No. C 25-31-03-VH between the City of Sunrise, Florida and Imperial Electrical Incorporated” for State Certified Electrical Contractor Services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

**(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) Presentation**

Presentation of the Teacher of the Month Award for March 2025 to Jewel Hilt, Sandpiper Elementary School. Kevin Pickard, Director of Leisure Services.

**(B) Presentation**

Presentation of the Teacher of the Month Award for April 2025 to Callie Caldwell from Sawgrass Elementary School and Sonia Harvey-Spence from Village Elementary School. Kevin Pickard, Director of Leisure Services.

**(C) Presentation**

Presentation of the Youth Athlete of the Month Award for March 2025 to Zaniya Gonzague and Alejandro Marquez from the Travel Soccer program. Kevin Pickard, Director of Leisure Services.

**(D) Presentation**

Presentation of the Youth Athlete of the Month Award for April 2025 to Jackson Parker from the Sunrise Travel Baseball program.

Kevin Pickard, Director of Leisure Services.

**(E) Presentation**

Recognition of service time and dedication for employees retiring from City service awarded to Robert Norona, Gas Marketing & Administration Manager; Marlene Gil, Permit Service Specialist. Rodrigo de Castro, Director of Utilities. Shannon Ley, Director of Community Development.

**(F) Presentation**

Presentation of the Outstanding Performance Award for April 2025 to Vernon Neeley, Operations Supervisor, Leisure Services Department. Kevin Pickard, Director of Leisure Services.

**(G) Presentation**

Presentation of the Quarterly Award of Excellence to Carrie Kashar, Sustainability Officer, Utilities Department. Rodrigo de Castro, Director of Utilities.

**(H) Proclamation**

Proclamation proclaiming April 12th, 2025 as Arbor Day in the City of Sunrise. Rodrigo de Castro, Director of Utilities.

**(I) Proclamation**

Proclamation proclaiming April 2nd, 2025 as Autism Awareness Day and the Month of April 2025 as Autism Awareness 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.

**(J) Proclamation**

Proclamation proclaiming the Month of April 2025 as Child Abuse Prevention 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.

**(K) Proclamation**

Proclamation proclaiming April 15th, 2025 as Orel Ferguson Day 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**

**(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) Transfer of Property**

C25044

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving an "Agreement for Sale and Purchase" between the City of Sunrise and Edny Saint Felix for 6778 Sunset Strip, Unit 10, Sunrise, Florida, bearing Broward County Property Appraiser's Folio No. 494127BG0100; approving a "Lease" with Edny Saint Felix as set forth in Section 31 and Exhibit A of the agreement; authorizing City Staff to take all actions necessary to effectuate the purchase; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. (First Reading 3/25/2025 Passed 4-0 Guzman Absent).

**(B) Agreement**

C25052

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving a "Lease between City of Sunrise and Ghostorchid LLC" for City property located at 6772 Sunset Strip, Unit #8 and 6776 Sunset Strip, Unit #9; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director. (First Reading 3/25/2025 Passed 4-0 Guzman Absent).

**(C) Amendment**

C25045

Commission discussion and/or action re: Second Reading of an

Ordinance of the City of Sunrise, Florida, Amending Chapter 5 "Finance and Taxation," Article V "Purchasing and Contracting," Division 3 "Procedure," by Amending Section 5-173 "Procurement of Commodities or Contractual Services" to reinstate an exemption for information technology commodities or contractual services; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. (First Reading 3/25/2025 Passed 4-0 Guzman Absent).

**(D) Amendment**

C25020

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Ordinance No. 782-X, as Amended, relating to the Leisure Services Fee Schedule, by adding fees for the "Signature Sunrise" Ballrooms as Exhibit H; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

**(E) Local Housing Assistance Plan**

C25064

A Resolution of the City of Sunrise, Florida, approving the "Ship Local Housing Assistance Plan (LHAP)" as required by the State Housing Initiatives Partnership Program Act, Sections 402.907 to 420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code; authorizing the Mayor to execute all documents and certifications required by the State; authorizing the submission on the Local Housing Assistance Plan for review and approval by the Florida Housing Finance Corporation; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

**(13) Quasi-Judicial Hearing**

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

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

**(16) Old Business**

**(A) Agreement**

C25075

A Resolution of the City of Sunrise, Florida, approving an Agreement between the City of Sunrise and Legal Aid Service of Broward County, Inc. for a First-Time Eviction Prevention Program for Sunrise Families with Minor Children; providing for a public purpose; and providing an effective date. City Manager Mark Lubelski.

**(17) New Business**

**(A) Usage of Facilities**

Commission Discussion and/or Action regarding usage of City of Sunrise Facilities to Elected Officials representing the City of Sunrise districts. Assistant Deputy Mayor Jacqueline A. Guzman.

**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:** Purchasing

**Item Title:** Services

**Item Number:** 4A

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25066

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving the rental of Barricades and Equipment from various vendors (multi-award); under the terms of the City of Fort Lauderdale Bid Event No. 203 as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

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**Funding:**

Various Departmental Accounts

**Amount:**

Estimated Annual Usage: \$35,000.

Not to exceed budgeted funds for FY 2024/2025.

Subsequent years' expenditures subject to budget approval.

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## **ATTACHMENTS:**

ATY Resolution - C25066

Bid Tabulation

Sunbiz

Sunbiz

Sunbiz

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## **Background:**

As lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op), the City of Fort Lauderdale issued Invitation to Bid (Event 203) for Rental of Barricades and Equipment; three (3) responses were received. In an effort to be sure that adequate service can be provided to municipal operations during peak usage times at the lowest cost, City of Fort Lauderdale awarded to each of the three (3) bidders. The bids provided by All American Barricades, LLC, MOTplans.com LLC, and RoadSafe Traffic Systems, Inc. have met the requirements of the bid and are deemed responsive and responsible by the Southeast Florida Governmental Purchasing Cooperative Group with the City of Fort Lauderdale as the lead agency. The references for all three vendors were favorable and the City has been using MOTplans.com and has been satisfied with their service.

There has been increased need for these type of services, and anticipating the Leisure Services Department's future need for these services for various special events through the end of the fiscal year, City Commission approval is needed to increase the yearly expenditure above the City Manager's threshold of \$24,999.00.

Given that these purchases will be made using an existing governmental award, it is requested to waive the City's formal bidding procedures under Section 5-173 (c) (4) of the Code of City of Sunrise, Florida.

City Commission approval is requested to award to multiple vendors for traffic barricades for various special and other event needs utilizing the Southeast Florida Governmental Purchasing Cooperative Group with the City of Fort Lauderdale as the lead agency.

When services and items are required, purchase order(s) will be issued to the vendor with the lowest price for the required items. The initial term of the award is valid through January 22, 2026. This is a two-year award with two optional one-year renewals.

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## **Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Holly Raphaelson

Phone: 9545722202

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**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services

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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 THE RENTAL OF BARRICADES AND EQUIPMENT FROM VARIOUS VENDORS (MULTI-AWARD) UNDER THE TERMS OF THE CITY OF FORT LAUDERDALE BID EVENT NO. 203 “BARRICADES AND EQUIPMENT RENTAL (CO-OP)” AS THE LEAD AGENCY FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP; AND PROVIDING AN EFFECTIVE DATE.**

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

Section 1. The rental of barricades and equipment from All American Barricades, LLC, MOTPlans.com LLC, and RoadSafe Traffic Systems, Inc. under the terms of the City of Fort Lauderdale Bid Event No. 203 “Barricades and Equipment Rental (Co-Op)” as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group 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 issue Purchase Orders or take other action necessary in connection with this award.

Section 4. The Procurement Manager or designee is hereby authorized to renew, amend or extend this award when renewed, amended or extended 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:

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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





## Finance Department

### CITY OF FORT LAUDERDALE BID TABULATION

#### Event: 203 Barricades and Equipment Rental (Co-Op)

Sourcing EventLine	ItemDescription	Quantity	UOM	MOTPlans.com LLC UnitPrice	All American Barricades LLC Unit Price	RoadSafe Traffic Systems, Inc UnitPrice
*1	FLASHER BARRICADES TYPE I	1.00	DA	\$ 0.01	\$ 0.25	\$ 0.50
*2	FLASHER BARRICADES TYPE II	1.00	DA	\$ 0.50	\$ 0.50	\$ 0.75
*3	FLASHER BARRICADES TYPE III	1.00	DA	\$ 0.50	\$ 0.75	\$ 1.00
*4	WARNING & REGULATORY SIGNS	1.00	DA	\$ 0.75	\$ 0.75	\$ 2.00
*5	TRIPOD STANDS	1.00	DA	\$ 0.01	\$ 0.01	\$ 1.00
*6	SIGN STANDS	1.00	DA	\$ 0.25	\$ 0.25	\$ 0.50
*7	ARROW BOARDS GENERATOR POWER	1.00	DA	\$ 20.00	\$ 25.00	\$ 23.00
*8	TRAFFIC CONES 36 INCH	1.00	DA	\$ 0.75	\$ 1.00	\$ 0.75
*9	DRUMS	1.00	DA	\$ 0.40	\$ 0.35	\$ 0.65
*10	FRENCH BARRICADES	1.00	DA	\$ 4.00	\$ 3.00	\$ 4.00
*11	MESSAGE BOARDS	1.00	DA	\$ 30.00	\$ 35.00	\$ 75.00
*12	TRAFFIC BARRIERS	1.00	DA	\$ 4.00	\$ 4.00	\$ 4.00
*13	VERTICAL PANELS	1.00	DA	\$ 0.25	\$ 0.25	\$ 0.50
*14	BARRIER (CAUTION) TAPE (300'ROLLS)	1.00	DA	\$ 3.00	\$ 2.50	\$ 8.00
*15	OPTIONAL SET UP SERVICE, FLASHER BARRICADES 1-20	1.00	LO	\$ 30.00	\$ 30.00	\$ 75.00
*16	OPTIONAL SET UP SERVICE, FLASHER BARRICADES 21-50	1.00	LO	\$ 35.00	\$ 35.00	\$ 100.00
*17	OPTIONAL SET UP SERVICE, FLASHER BARRICADES 51-100	1.00	LO	\$ 40.00	\$ 40.00	\$ 150.00
*18	OPTIONAL SET UP SERVICE, FLASHER BARRICADES OVER 100	1.00	LO	\$ 30.00	\$ 100.00	\$ 200.00
*19	1-10 OPTIONAL SET UP-SIGNS	1.00	LO	\$ 30.00	\$ 30.00	\$ 75.00
*20	OPTIONAL SET UP SERVICES, SIGNS OVER 10	1.00	LO	\$ 30.00	\$ 25.00	\$ 120.00
*21	LANE CLOSURE	1.00	JA	\$ 300.00	\$ 250.00	\$ 250.00
*22	OPTIONAL SERVICES, MOT DRAWINGS/PERMIT	1.00	EA	\$ 25.00	\$ 50.00	\$ 250.00
*23	OPTIONAL SERVICES, SITE VISIT	1.00	EA	\$ 1.00	\$ 25.00	\$ 100.00
*24	TEMP FENCE PANELS	1.00	EA	\$ 145.00	\$ 7.00	\$ 125.00
	<b>Total</b>			<b>\$ 730.42</b>	<b>\$ 665.61</b>	<b>\$ 1,566.65</b>



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## Detail by Entity Name

Foreign Limited Liability Company  
ALL AMERICAN BARRICADES, LLC

### Filing Information

**Document Number** M23000000604  
**FEI/EIN Number** 65-0827246  
**Date Filed** 01/17/2023  
**State** DE  
**Status** ACTIVE

### Principal Address

2300 SW 41ST AVE.  
FORT LAUDERDALE, FL 33317

### Mailing Address

2300 SW 41ST AVE.  
FORT LAUDERDALE, FL 33317

### Registered Agent Name & Address

SANTOS, RUBEN  
2300 SW 41ST AVE.  
FORT LAUDERDALE, FL 33317

### Authorized Person(s) Detail

#### **Name & Address**

Title MBR

AAB HOLDCO, INC.  
2300 SW 41ST AVE.  
FORT LAUDERDALE, FL 33317

Title CFO

SANTOS, RUBEN  
2300 SW 41ST AVE.  
FORT LAUDERDALE, FL 33317

Title COO

Santos, Monique  
2300 SW 41ST AVE.  
FORT LAUDERDALE, FL 33317

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2024	04/27/2024
2025	02/28/2025

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## Detail by Entity Name

Florida Limited Liability Company  
MOTPLANS.COM LLC

### Filing Information

<b>Document Number</b>	L03000035813
<b>FEI/EIN Number</b>	76-0742303
<b>Date Filed</b>	09/19/2003
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	LC STMNT OF RA/RO CHG
<b>Event Date Filed</b>	02/08/2023
<b>Event Effective Date</b>	NONE

### Principal Address

631 NE 45 ST  
OAKLAND PARK, FL 33334

Changed: 01/17/2011

### Mailing Address

631 NE 45 ST  
OAKLAND PARK, FL 33334

Changed: 01/17/2011

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301-2525

Name Changed: 02/08/2023

Address Changed: 02/08/2023

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

Bullock III, George P  
631 NE 45 ST  
OAKLAND PARK, FL 33334

Title Manager

Sehnert, Rob  
4244 Mt. Pleasant St.NW  
North Canton, OH 44720

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2023	07/11/2023
2024	04/24/2024
2025	01/30/2025

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## Detail by Entity Name

Foreign Profit Corporation

ROADSAFE TRAFFIC SYSTEMS, INC.

### Filing Information

**Document Number** F07000005974

**FEI/EIN Number** 26-1084418

**Date Filed** 12/06/2007

**State** DE

**Status** ACTIVE

### Principal Address

8750 W. Bryn Mawr Ave

Suite 400

Chicago, IL 60631

Changed: 01/07/2019

### Mailing Address

8750 W. Bryn Mawr Ave

Suite 400

Chicago, IL 60631

Changed: 01/07/2019

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY

1201 HAYS STREET

TALLAHASSEE, FL 32301

Name Changed: 12/31/2012

Address Changed: 12/31/2012

### Officer/Director Detail

#### **Name & Address**

Title Treasurer

EMMONS, Ronald

55 Bodwell St

Avon, MA 02322

Title Secretary

BENNETT, MARGARET  
8750 W. Bryn Mawr Ave  
Suite 400  
Chicago, IL 60631

Title President, Director

O'Meara, Kevin  
8750 W. Bryn Mawr Ave  
Suite 400  
Chicago, IL 60631

**Annual Reports**

Report Year	Filed Date
2023	03/06/2023
2024	02/06/2024
2025	01/08/2025

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## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Agreement

**Item Number:** 4B

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25047

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**Item Description:**

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 24-79-08-CM to TLC Diversified, Inc. for the Sawgrass Wastewater Treatment Plant Headworks Influent Line Improvements Project; approving Contract No. C-24-79-08-CM; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

402.66.70.535.506510 - Construction

Project No. 5147SG - Sawgrass Headworks Influent Line Improvements

**Amount:**

\$6,968,355.00

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**ATTACHMENTS:**

**Background:**

The City of Sunrise, Utilities Department operates and maintains the Sawgrass Wastewater Treatment Plant (WWTP), which includes four force mains conveying raw wastewater to the headworks building. In 2017, a repair was required on a segment of the influent piping to this headworks building, which is located on the western side of the WWTP. During this repair, the influent piping configuration was identified as a potential system vulnerability due to the designed routing of one of the pipes under the headworks building.

To address these concerns the Utilities Department tasked Hazen and Sawyer P.C. (Hazen) to review the network arrangement and propose alternatives to address these vulnerabilities and to minimize risks of system failure in the future. Hazen developed a Basis of Design Report, which was used to prepare a scope for the Sawgrass Wastewater Treatment Plant Headworks Influent Line Improvements Project.

The Basis of Design Report was completed in February 27, 2020 and determined the scope of work for this project as follows: demolition, removal, and disposal of two (2) existing Headworks Buildings (East and West) complete with their contents including existing pipes, pumps, equipment, motors, valves, fittings, stairs, railings, foundations, and slabs; the installation of multiple temporary line stops; grouting and abandoning or removal of existing force mains; construction of temporary influent (raw sewage) force main bypasses; construction of above and underground force mains to connect existing influent force mains to the existing Headworks; Removal, disposal and replacement of existing magnetic flow meter; replacement of stairs on west side of headworks; electrical relocation of an existing light pole and conduit; electrical and instrumentation and controls work in support of new magnetic flow meter and light pole relocation. In addition, the project includes the construction of a stair bridge between the existing Headworks and the existing aeration basin that was listed under the Sawgrass WWTP Accessway Improvement, since it is within the same work area.

On October 25, 2022, City Commission approved Project Agreement 22-022-HS and Resolution 21-46-22-D with Hazen for the design, permitting, and bidding services for the Sawgrass Headworks Influent Line Improvements project. At this time the design and permitting has been completed and the City of Sunrise requires a qualified contractor to provide construction services for the project.

On October 9, 2024, Bid No. 24-79-08-CM was issued for this project. A mandatory pre-bid meeting with site visit was held on October 23, 2024, and eight prospective bidders attended the meeting. The bid opened on January 14, 2025, and four bids were received.

The Purchasing Office, Utilities Department, and Hazen evaluated the bids and recommend award to the lowest responsive and responsible bidder, TLC Diversified, Inc. (TLC). Currently TLC has three (3) active construction projects with the City. Section 5-179 of the City's Code limits the a bidder to no more than three awarded and incomplete qualified construction projects. A qualified

construction project means a construction project with an estimated construction value of one million dollars (\$1,000,000.00) or more, excluding the owners allowance. Qualified construction projects exclude projects funded in whole or in part by a federal or state grant, or projects with other funding source restrictions. One of TLC's current projects is the Sawgrass WWTP Train-A Secondary Treatment project; this project is partially funded by a grant from the Department of Environmental Protection; thus, it is not considered a qualified construction project. Based upon this, TLC currently has two qualified construction projects with the City. Therefore, TLC is eligible to be considered for the award of this project. Additionally, staff reviewed TLC's current workload, manpower and bonding capacity to undertake a third qualified construction project.

TLC's bid price is approximately 6% (5.9%) lower than the Engineer's opinion of probable construction cost (OPCC) while the second low bidder's price was 10.68% higher than the Engineer's OPCC. Staff has determined that TLC's bid price is fair and reasonable.

TLC's work performance on other projects with the City continues to be satisfactory. All references were favorable for TLC's performance on projects of similar type and scale with other entities. Staff is requesting approval to award to TLC Diversified, Inc. contingent on receipt of an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed Contract within the timeframe stipulated in the Notice of Award.

City of Sunrise vendors listed in the Business Tax Receipt Database that may supply services were solicited, however, no responses were received.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Cheryl McCalla, CPPB, Procurement  
Specialist

Phone: 954-572-2204

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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, AWARDED  
BID NO. 24-79-08-CM TO TLC DIVERSIFIED, INC. FOR THE  
SAWGRASS WASTEWATER TREATMENT PLANT HEADWORKS  
INFLUENT LINE IMPROVEMENTS PROJECT; APPROVING  
CONTRACT NO. C-24-79-08-CM; AND PROVIDING AN EFFECTIVE  
DATE.**

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

Section 1. TLC Diversified, Inc. is hereby selected for award of Bid No. 24-79-08-CM for the Sawgrass Wastewater Treatment Plant Headworks Influent Line Improvements Project in the amount of \$6,968,355.00, contingent on providing an acceptable Public Construction Bond, an acceptable Certificate of Insurance, and an executed construction contract (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, 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 City permit fees, with the exception of re-inspection fees, will be paid directly by the Utilities Department.

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



BID NO: BID 24-79-08-CM

BID TITLE Sawgrass WTP Headworks Influent Line  
Improvements

OPENING DATE: January 14, 2025

TIME: 2:00 PM

**COMPANY NAME**

**GRAND TOTAL BID OFFER**

TLC Diversified, Inc.	\$6,968,355.00
RF Environmental Services, Inc.	\$8,196,000.00
Florida Design Contractors	\$8,581,800.00
Southern Underground Industries	\$10,478,260.00

BID OPENED BY:  
Cheryl McCalla, CPPB



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## Detail by Entity Name

Florida Profit Corporation  
TLC DIVERSIFIED, INC.

### Filing Information

<b>Document Number</b>	H51364
<b>FEI/EIN Number</b>	59-2513308
<b>Date Filed</b>	04/04/1985
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT AND NAME CHANGE
<b>Event Date Filed</b>	08/23/2017
<b>Event Effective Date</b>	NONE

### Principal Address

2719 17TH STREET EAST  
PALMETTO, FL 34221

Changed: 04/25/2001

**Mailing Address**

2719 17TH STREET EAST  
PALMETTO, FL 34221

Changed: 04/25/2001

**Registered Agent Name & Address**

Lamberson, Dalas  
303 Ocala Rd  
Belleair, FL 33756

Name Changed: 02/18/2022

Address Changed: 02/21/2022

**Officer/Director Detail**

**Name & Address**

Title DP

Lamberson, Dalas  
2719 17TH STREET EAST  
PALMETTO, FL 34221

Title Treasurer



Nowakowski, Benjamin  
2719 17TH STREET EAST  
PALMETTO, FL 34221

Title Secretary

Selph, Mark M  
2719 17TH STREET EAST  
PALMETTO, FL 34221

Title Asst. Secretary

Nowakowski, Benjamin  
2719 17th STREET EAST  
PALMETTO, FL 34221

### Annual Reports

Report Year	Filed Date
2024	01/10/2024
2024	01/11/2024
2025	01/03/2025

### Document Images

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<a href="#">02/12/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/23/2017 -- Amendment and Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">01/09/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/24/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/12/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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Florida Department of State, Division of Corporations



## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Agreement

**Item Number:** 4C

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25073

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-012-HS Sawgrass Headworks Influent Line Improvements Construction Management Services"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

402.66.70.535.506510 - Construction

Project: 5147SG - Sawgrass Headworks Influent Line Improvements

**Amount:**

\$405,876.00

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**ATTACHMENTS:**

**Background:**

The City of Sunrise, Utilities Department operates and maintains the Sawgrass Wastewater Treatment Plant (WWTP), which includes four force mains conveying raw wastewater to the headworks building. In 2017, a repair was required on a segment of the influent piping to this headworks building, which is located on the western side of the WWTP. During this repair, the influent piping configuration was identified as a potential system vulnerability due to the designed routing of one of the pipes under the headworks building.

To address these concerns the Utilities Department tasked Hazen and Sawyer P.C. (Hazen) to review the network arrangement and propose alternatives to address these vulnerabilities and to minimize risks of system failure in the future. Hazen developed a Basis of Design Report, which was used to prepare a scope for the Sawgrass Wastewater Treatment Plant Headworks Influent Line Improvements Project.

The Basis of Design Report was completed in February 27, 2020 and determined the scope of work for this project as follows: demolition, removal, and disposal of two (2) existing Headworks Buildings (East and West) complete with their contents including existing pipes, pumps, equipment, motors, valves, fittings, stairs, railings, foundations, and slabs; the installation of multiple temporary line stops; grouting and abandoning or removal of existing force mains; construction of temporary influent (raw sewage) force main bypasses; construction of above and underground force mains to connect existing influent force mains to the existing Headworks; Removal, disposal and replacement of existing magnetic flow meter; replacement of stairs on west side of headworks; electrical relocation of an existing light pole and conduit; electrical and instrumentation and controls work in support of new magnetic flow meter and light pole relocation. In addition, the project includes the construction of a stair bridge between the existing Headworks and the existing aeration basin that was listed under the Sawgrass WWTP Accessway Improvement, since it is within the same work area.

On October 25, 2022, City Commission approved Project Agreement 22-022-HS and Resolution 21-46-22-D with Hazen for the design, permitting, and bidding services for the Sawgrass Headworks Influent Line Improvements project. The design and permitting has been completed and the City of Sunrise requires a qualified contractor to provide construction services for the project.

On October 9, 2024, Bid No. 24-79-08-CM was issued for this project. A mandatory pre-bid meeting with site visit was held on October 23, 2024, and eight prospective bidders attended the meeting. The bid opened on January 14, 2025, and four bids were received.

As the project transitions into the construction phase, the Utilities Department developed Project Agreement PA-25-012-HS with Hazen, to provide construction management services (CMS), including construction contract administration, inspection services, and engineering certifications. Staff negotiated a fee that is fair and reasonable for the scope and complexity of the work with

Hazen and these funds are currently budgeted for completing this work.

This project agreement is consistent with Item Number 42 in Exhibit 'A' Scope of Services of the 2021 Continuing Services Agreement with Hazen and Sawyer, P.C. for Water, Wastewater, Wastewater Reuse, and Natural Gas Utility Projects Consultant Services.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Fernando Pleitez

Phone: 954-888-6017

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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 A “PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NUMBER: PA-25-012-HS SAWGRASS HEADWORKS INFLUENT LINE IMPROVEMENTS CONSTRUCTION MANAGEMENT SERVICES”; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City requires a qualified firm to provide construction management services for the Sawgrass Headworks Influent Line Improvements Project; and

WHEREAS, in 2021, the City entered into a Continuing Services Agreement with Hazen and Sawyer, P.C. for professional services related to water, wastewater, wastewater reuse, and natural gas utilities projects; and

WHEREAS, the City has developed a Project Agreement with Hazen and Sawyer, P.C. based on the firm’s reasonable proposal and based on its experience and availability for these services.

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C., the “Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-012-HS Sawgrass Headworks Influent Line Improvements Construction Management Services” (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager may extend the term of the Project Agreement in accordance with the terms of the approved Project Agreement. The Director of Utilities shall provide the City Clerk with a copy of any such extension.

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



## PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA-25-012-HS

### SAWGRASS HEADWORKS INFLUENT LINE IMPROVEMENTS CONSTRUCTION MANAGEMENT SERVICES

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Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Hazen and Sawyer, P.C. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 11, 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 11, 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.
- 2.3 THIRTY PERCENT DESIGN DOCUMENTS - Not used
- 2.4 SIXTY PERCENT DESIGN DOCUMENTS - Not used

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

2.5 NINETY PERCENT DESIGN DOCUMENTS - Not used

2.6 ONE HUNDRED PERCENT DOCUMENTS – Not used

## 2.7 ADMINISTRATION OF CONSTRUCTION

2.7.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.7.2 through 2.7.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

2.7.2 The Consultant shall represent the City during construction and shall facilitate all instructions and other appropriate communications between the City and the Contractor, which shall be communicated through the Consultant. The Consultant shall act on behalf of the City only to the extent provided herein and in the Construction Contract.

2.7.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data that the City or the Consultant may require from the Contractor. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values that allocates greater value to certain elements of the work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Consultant shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

2.7.4 The Consultant shall observe the work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the work in comparison with the requirements of the Construction Documents and Construction Contract. In making such observations, the Consultant shall exercise care to protect the City from defects or deficiencies in the work from unexcused delays in the schedule and from overpayment to the Contractor. Following each such site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the City. The Consultant shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.7.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.7.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

- 2.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.7.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.
- 2.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.
- 2.7.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.
- 2.7.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.
- 2.7.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.
- 2.7.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.
- 2.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.
- 2.7.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

## 2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, 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 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

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

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 - Not used

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.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, 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:

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

<u>NAME</u>	<u>FUNCTION</u>
Patricia Carney, PE	Company Officer
Jennifer McMahon, PE	Technical Expert
Jean Paul Silva, PE	Technical Expert
David Barnett, PE	Senior Principal Professional
Anthony Niemiec, Jr., PE	Supervising Professional
Jim Broad	Supervising Professional
Alfredo Jimenez	Professional
Casey Andersen, PE	Professional
Michael Robinson, EI	Assistant Professional
Lee Galvan	Senior Inspector
Alejandro Cepero	Senior Inspector
Terry Bocas	Senior Designer
Teresa McNally	Senior Administrator

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 portion 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.
- 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: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

#### **SECTION 4 CONSTRUCTION COSTS**

- 4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

#### **SECTION 5 BASIS OF COMPENSATION**

- 5.1 The City shall compensate the Consultant for an amount not to exceed \$404,876.00 exclusive of authorized Reimbursable Expenses (\$405,876.00 inclusive of Reimbursable expenses, if authorized) 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 the estimated percentage of work completed for each of the following tasks:

Task 1 – Construction Administrative Services	\$173,004.00	43%
Task 2 – Field Observation Services	\$194,557.00	48%
Task 3 – Project Closeout Services	\$37,315.00	9%
Total	\$405,876.00	100%

- 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 are 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: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## **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**

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Sub-Consultant's in the interest of the Project, as follows:

Not to exceed **\$1,000** without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

## **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 for **730 days**, 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,

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_



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.

8.2.2 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;

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]

**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 Hazen and Sawyer, P.C., signing by and through its Vice President, duly authorized to execute same.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

AUTHENTICATION:

\_\_\_\_\_  
City Clerk

(SEAL)

Approved as to form for the City:

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

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

**CONSULTANT**

HAZEN AND SAWYER, P.C.

BY: \_\_\_\_\_  
Patricia A. Carney, P.E.

TITLE: Vice President

\_\_\_\_ day of \_\_\_\_\_, 2025.

AUTHENTICATE:

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

Robert B. Taylor, Jr., PE  
\_\_\_\_\_  
Please type name

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## **EXHIBIT "1"**

### **SCOPE OF SERVICES**

#### **BACKGROUND**

The City of Sunrise (City) owns, operates, and maintains the Sawgrass Wastewater Treatment Plant (WWTP). Under Project Agreement No. PA 22-022-HS, Hazen (Consultant) provided design, permitting and bidding services for the headworks influent piping improvements. This Project Agreement addresses engineering services during construction for this project.

The general scope of work for construction of this project is described as follows: demolition, removal, and disposal of two (2) existing Headworks Buildings (East and West) complete with their contents including existing pipes, pumps, equipment, motors, valves, fittings, stairs, railings, foundations, and slabs; the installation of multiple temporary line stops; grouting and abandoning or removal of existing force mains; construction of temporary influent (raw sewage) force main bypasses; construction of above and underground force mains to connect existing influent force mains to the existing Headworks; Removal, disposal and replacement of existing magnetic flow meter; replacement of stairs on west side of headworks; construction of stair bridge between existing Headworks and existing aeration basins; electrical relocation of an existing light pole and conduit; electrical and instrumentation and controls work in support of new magnetic flow meter and light pole relocation. Also included in this work is the new instrumentation and controls for the proposed influent line to the headworks and its magnetic meter with light pole.

This Project Agreement provides the following:

- Construction Administration Services
  - Assistance to Contractor for procuring agency permits and approvals
  - Office services to facilitate communication and coordination between project stakeholders
  - A preconstruction conference, including preparation of agenda and minutes
  - Monthly Construction progress review meetings with the Contractor to address schedule and coordination items, including preparation of agendas and minutes
  - Construction Administration efforts including submittal reviews such as shop drawings, operation and maintenance manuals, warranties, and project samples
  - Requests for Information (RFIs) and contract interpretations/change management
  - Review and approval of Payment Applications based on Engineer's observations of work completed
- Field Observation Activities
  - Consultant will perform on-site observations of the work
  - Consultant will perform specialty inspections as well as special inspection services required by Florida Building Code (FBC).
  - Consultant will provide engineering assistance during commissioning of the work.

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## **EXHIBIT "1"**

- Project Close Out Activities
  - Develop punch lists with assistance from City staff, including one walk through each to verify substantial and final completion
  - Certification of final construction to appropriate jurisdictional agencies
  - Assistance to Contractor to procure final approval from City of Sunrise Community Development Department (CDD) – Engineering
  - Completion of record drawings

The following construction periods are anticipated for this project:

- Pre-construction – 3 months
- Substantial Completion – 12 months from Notice to Proceed
- Final Completion – 3 months from achieving Substantial Completion
- Close Out – 6 months from achieving Substantial Completion

**The Scope of Services to be provided by Consultant shall be as follows:**

### **Task 1 – Construction Administration Services**

- 1.01 Assistance to Contractor for Procuring Agency Permits and Approvals:** Consultant shall provide assistance to the Contractor for procuring permits with CDD - Engineering and Building. Consultant shall provide signed/sealed drawing revisions and submittals as required to obtain permits. Consultant shall also compile, stamp, and package the appropriate submittals in the approved format for CDD. Consultant shall respond to requests for additional information from CDD.
- 1.02 Representation of the City:** The Consultant shall represent the City during the construction phase which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the City to the Contractor shall be communicated through the Consultant unless the City directs otherwise. The Consultant shall act on behalf of the City only to the extent provided in the Project Agreement and in the Contract for Construction. The Consultant shall perform the duties, obligations and responsibilities of the Consultant as set forth in the Contract for Construction to be executed by and between the City and a General Contractor. The Consultant herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference.
- 1.03 Construction Meetings:** Consultant shall conduct virtual preconstruction conference and in-person bi-weekly progress meetings (unless otherwise noted) with the Construction Contractor and the City to review project status and identify issues that may affect the project schedule. In addition, the Consultant shall attend an in-person preconstruction conference chaired by CDD-Engineering as required. Consultant shall provide City with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs. A summary of the meetings provided under this Contract is shown below:

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## **EXHIBIT "1"**

- One (1) preconstruction conference with City, Contractor and CDD Engineering (on-site)
- Twenty-four (24) construction progress meetings (virtual or on-site), and
- One (1) postconstruction meeting with the CDD Engineering (on-site)

1.04    Approval of Requests for Payment: The Consultant and Consultant's Inspector will collectively review and agree upon the portion of the Work that has been sufficiently completed in accordance with the Contract Documents. Consultant shall process applications for payment and review accompanying data, confirm the amounts owed, and recommend approval of payments due the Contractor. It is understood that the Consultant recommendation of any payment requested in an application for payment constitutes a representation by the Consultant to the City, based on the on-site observations of construction in progress by the Consultant Inspector that construction has progressed to the point indicated and on the review of the application for payment and the accompanying data and schedules. In addition, it is understood that, to the best of the Consultant's knowledge, information and belief, the quality of construction is in substantial accordance with the Contract Documents; subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and any qualifications stated in the recommendation; and that the Contractor is due the amount recommended. This activity includes review and recommendation of one (1) progress payment application per month and one (1) final payment application for a total of thirteen (13) applications.

1.05    Contract Interpretations and Clarifications: Consultant shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. Non-technical administrative interpretations shall be provided by City. This activity includes a total of forty (40) requests for information to be reviewed and responded to by the Consultant.

1.06    Shop Drawings: Consultant shall log, track, review and process shop drawings, manufacturer operation and maintenance manuals, and any other submittals which the Construction Contractor is required to submit. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Consultant shall determine the acceptability of materials and equipment proposed by the Construction Contractor. This contract assumes the review of approximately seventy (70) shop drawing submittals inclusive of Operation and Maintenance manuals and potential resubmittals.

1.07    Change Orders: Consultant shall develop/issue requests for routine project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by City after the project bid date and processed as Change Orders or Field Orders. Consultant shall evaluate the impact of the change request in terms of project cost and schedule. Consultant shall prepare a recommendation of the change request and if accepted, a statement noting that the requested cost/schedule impacts are fair and reasonable. Consultant's analysis of the change request shall be forwarded to City for processing. It is noted that Consultant's Scope of Services does not include claims analysis or litigation support. This Contract assumes up to four (4) change orders through construction.

### **Task 2 - Field Observation Services**

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## EXHIBIT "1"

2.01 Inspection of the Work and Testing: The Consultant shall provide an inspector that will perform field observation services of the proposed Work on a basis not to exceed an average of sixteen (16) hours per week..

The Consultant's Inspector will perform the following duties and responsibilities:

- Attend a pre-construction conference, construction progress meeting and other job meetings, if necessary.
- Serve as the construction liaison, working primarily with the Contractor(s) superintendent(s) and plant staff.
- Advise the Construction Administrator of the construction progress.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Contractor and Construction Administrator whenever the Inspector believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents or approved Shop Drawings, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor.
- Observe, record, and report appropriate details relative to testing and commissioning procedures for the force main piping work.
- Prepare and submit daily reports and project photographs to the City and maintain a daily diary or log book, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Record names, addresses and telephone numbers of Contractor, subcontractor and major supplier personnel.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project(s), and record the outcome of these inspections in the daily report.

2.02 Specialty Inspections: Consultant shall undertake periodic specialty site inspection sufficient for all Engineers of Record to certify completion of the job for each discipline and to address issues that occur in the normal course of construction.

2.03 Special Inspector Services: Consultant shall provide Special Inspector Services as outlined in the Broward County Administrative Code and the Florida Building Code. The Special Inspector shall provide these services for this project. Consultant shall prepare and submit the form "Special Building Inspector" as required by the City of Sunrise Building Department for this project as well as signed and sealed inspection reports as required. In addition, a Certificate of Compliance shall be submitted in accordance with Section 109.11.7 of the Florida Building Code at the conclusion of the project.

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## **EXHIBIT "1"**

**2.04 Engineering Assistance During Startup:** Prior to substantial completion of the work, Consultant will assist the Contractor and City with commissioning of the influent piping to the Headworks and associated facilities. Consultant shall provide performance testing services upon successful completion of prerequisite functional testing requirements.

The Consultant shall not authorize any deviation from the contract documents or any substitution of materials or equipment unless first authorized in writing by both the consultant and the city. The Consultant shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The Consultant shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. The Consultant shall not approve any interruptions or modification of City's facilities without the approval of City

### **Task 3 – Project Closeout Services**

**3.01 Punch List:** Upon receiving notice from the Contractor that the project is substantially complete, Consultant, in conjunction with appropriate City staff, shall develop a punch list of the project. The punch list shall include items needing completion or correction prior to consideration of final acceptance. Consultant shall develop the list with assistance from City. The list shall be forwarded to the Contractor by the Consultant. Upon notification from the Contractor that all remaining punch list items have been resolved, Consultant, in conjunction with appropriate City staff, shall perform a final review of the finished project.

**3.02 Project Certifications:** Based on successful completion of all outstanding work items by the Contractor, Consultant shall assist in closing out the construction contract by certifying final construction to jurisdictional agencies including the following:

- Broward County Resilient Environment Department (BCRED) – License for Construction to a Wastewater Treatment Facility
- Florida Department of Environmental Protection (FDEP) – Permit to Minor Variation of Wastewater Treatment Facility
- Broward County Environmental Permitting Division – Surface Water Management License for Drainage Improvements
- City of Sunrise CDD Engineering – Project Close-out Checklist

**3.03 Record Drawings:** The Consultant shall review redlines furnished by the contractor and shall incorporate as-built information on record drawings and certify and submit to the City that said information is accurate and complete to the best of the Consultant's knowledge.



## **EXHIBIT "1"**

### **KEY ASSUMPTIONS**

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. The Consultant shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except Consultant's own employees, subconsultants or other agents) at the project site.
3. The Consultant shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto.
4. Consultant shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract Documents.
5. Fees for legal assistance are specifically excluded.
6. Notwithstanding the terms and conditions of the Project Agreement, the Consultants Responsibilities shall be solely as detailed in the Scope of Services.
7. The City will pay all permitting and certification fees required.
8. Consultant shall not be responsible for payment of any testing fees required by the Contract Documents.
9. Consultant's scope of services does not include claims analysis or litigation support.
10. An Inspector will be provided by the City. Daily reports will be produced by the City Inspector and provided to the Consultant weekly. The City Inspector shall observe, at a minimum, the following construction activities:
  - a) mobilization, staging, and demolition of the abandoned headworks
  - b) The City Inspector shall coordinate all items between the Train A construction project (actively ongoing) and this project.
11. The estimated average number of inspection hours per week (16 hours/week) depends upon the Contractor's overall project schedule. Consultant may submit a request for additional compensation to the City for review and approval based on actual inspection efforts performed between the Contractors' dates for Notice to Proceed and Substantial Completion.

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

**EXHIBIT "1"****DELIVERABLES**

<b>Task</b>	<b>Task Description</b>	<b>Deliverable</b>
<b>1</b>	<b>Services During Construction</b>	
	Assistance to Contractor for Procuring Agency Permits and Approvals	Submittals, Review Comments and Approvals
	Representation of the City	Serve as Liaison between City, CONTRACTOR and Agencies having jurisdiction over the project
	Construction Meetings	Agendas, meeting attendance and minutes, review of Schedules and Meeting Coordination Items
	Pay Requests	Review of Applications for Payment as compared to Schedule of Values
	Contract Interpretations and Clarifications	Prepare and Issue Interpretations and Clarifications to Contract Documents
	Shop Drawings	Coordination and Processing of Submittals
	Change Orders	Review, Advise and Process Change Orders
<b>2</b>	<b>Field Observation Services</b>	
	Part-Time On-Site Observations of Work (Consultant)	Observation reports by Consultant
	City Inspector Observations of Work	Daily observation reports are sent to the Consultant weekly
	Specialty Inspections	Observations reports
	Special Inspector Services	Signed and Sealed form as required by the FBC
	Engineering Assistant During Startup	Coordination/Assistance with Startup Activities
<b>3</b>	<b>Project Closeout</b>	
	Punch List	Substantial and Final Completion walk throughs with Punch Lists
	Project Certifications	Close out Certifications with Agencies having jurisdiction
	Record Drawings	Certification of Record Drawings

Authorized City Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

**EXHIBIT "2"**

**PROJECT SCHEDULE**

<b>Task</b>	<b>Task Description</b>	<b>Duration (Calendar Days)*</b>
1	Pre-Construction Services	120
2	Services During Construction and Field Observation Services	455
3	Project Closeout	90

\*The services provided in this Agreement, by the Consultant will commensurate with the progress of construction, initiated at the time of the Notice of Award to the Contractor, and shall be completed within 90 days from the Contractor's receipt of Final Completion for this project. The 455 days listed above represent the expected duration of construction (365 days for Substantial Completion + 90 days for Final Completion = 455 calendar days), from the City's issuance of the notice to start construction activities to the contractor, plus an additional 90 calendar days for the Consultant to complete project closeout activities (545 calendar days).

Authorized City Representative's Initials: \_\_\_\_\_


Authorized Consultant Representative's Initials: \_\_\_\_\_

# Memorandum

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**To:** File

**From:** Alan Gavazzi, Capital Projects Director 

**Date:** March 7, 2025

**Re:** Basis & Justification for Consultant Selection for Professional Engineering Services for  
PA-25-012-HS

Sawgrass Headworks Influent Line Improvements

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The Utilities Department assigned professional engineering design services to Hazen and Sawyer, P.C. for assistance with construction management services for the Sawgrass Headworks Influent Line Improvements project.

## Basis

The Sawgrass Headworks Influent Line Improvements project is part of the City's Five-year Capital Improvement Program with funding available for this fiscal year for construction.

## Justification

Hazen and Sawyer, P.C. was the Engineer of Record for this project and has provided the City a reasonable proposal for these construction management services related to this project and is capable of performing the services based on their experience and availability. This assignment has been evaluated for compliance with the objective of equitable distribution of work to the various design consultants under the Continuing Services Agreement, and it is consistent with that objective.

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## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Agreement

**Item Number:** 4D

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25067

---

**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a “Fourth Amendment to Project Agreement No. PA-22-001-ST between the City of Sunrise and Stantec Consulting Services Inc. for East Sunrise Watermain Replacement – Phase II”; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Resolution - C25067

Fourth Amendment to PA 22-001-ST  
Third Amendment to PA 22-001-ST  
Second Amendment to PA 22-001-ST  
First Amendment to PA 22-001-ST  
Project Agreement PA 22-001-ST

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**Background:**

The City Commission approved Project Agreement No. 22-001-ST with Stantec Consulting Services Inc. (Stantec) for the East Sunrise Watermain Replacement – Phase II project at the April 26, 2022 City Commission Meeting. This project proposed the installation of approximately 10,200 linear feet of watermain, including replacement of existing watermain within the area bounded to the east by NW 68th Avenue, to the west by NW 69th Avenue, to the south by NW 26th Street and to the north by NW 30th Street, together with a new watermain along NW 68th Avenue between NW 26th Street and NW 25th Court. The existing watermain within the project area consist of asbestos concrete (AC) piping installed around 1968 and PVC watermain installed around 1992. It is anticipated that most of the watermain will be installed via the close tolerance pipe slurrification (CTPS) method, which is an in-place piping replacement method.

On April 27, 2022, the Director of Utilities executed the First Amendment to the Project Agreement to revise the Scope of Services to extend the project limits to include additional watermain replacement further south from NW 25th Court to NW 25th Street.

On October 10, 2023, the City Commission approved the Second Amendment to Project Agreement provide additional time necessary to coordinate to coordinate with Community Development Department, Engineering Division regarding method of construction and the existing pipe cover constraints.

On March 24, 2025, the City Manager executed the Third Amendment to the Project Agreement to include road crossing sleeves for future gas main connections in order to avoid future road repairs.

In accordance with the project schedule, Stantec delivered the 90% drawings and has submitted to the permit agencies but requires additional time to obtain the required approvals from the regulatory agencies. This Fourth Amendment revises the project schedule and term of the project agreement in order for Stantec to finalize the approvals from the regulatory agencies and to complete the bidding services. No additional remuneration is being provided as part of this Amendment.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Fernando Pleitez

Phone: 954-888-6017

---

**Department Head Name and Title:**

Rodrigo de Castro, P.E. Director of Utilities

---

**City Manager:**

Authorized for agenda placement

---

**SUNRISE, FLORIDA**

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

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A  
“FOURTH AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-  
ST BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING  
SERVICES INC. FOR EAST SUNRISE WATERMAIN REPLACEMENT –  
PHASE II”; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on April 26, 2022, Project Agreement No. 22-001-ST (Project Agreement) was approved via Resolution No. 21-47-22-A, as amended, for the East Sunrise Watermain Replacement – Phase II project; and

WHEREAS, the Project Agreement was previously amended to revise the Scope of Services and to extend the term of the Project Agreement; and

WHEREAS, an additional Amendment is necessary to revise the Project Schedule and extend the term of the Project Agreement in order to receive required approval from various regulatory agencies.

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

Section 1. A “Fourth Amendment to Project Agreement No. PA-22-001-ST between the City of Sunrise and Stantec Consulting Services Inc. for East Sunrise Watermain Replacement – Phase II” (Fourth Amendment) is hereby approved. A copy of the Fourth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Fourth Amendment.

Section 3. No further extensions of the Project Agreement are authorized without City Commission approval.

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

FOURTH AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

**Fourth Amendment To**  
**Project Agreement No. PA-22-001-ST**  
**Between**  
**THE CITY OF SUNRISE**  
**And**  
**Stantec Consulting Services Inc.**  
**For**  
**East Sunrise Watermain Replacement – Phase II**

**This Fourth Amendment to Project Agreement No. 22-001-ST** dated May 4, 2022, between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services Inc. (Consultant).

**WHEREAS**, Project Agreement No. 22-001-ST (Project Agreement) was approved by Resolution No. 21-47-22A and entered into between the City of Sunrise and Stantec Consulting Services Inc. for professional engineering services for the East Sunrise Watermain Replacement – Phase II as authorized under the Project Agreement; and

**WHEREAS**, the Project Agreement expires on December 25, 2023; and

**WHEREAS**, the parties entered into a First Amendment on April 27, 2023 to revise the Scope of Services to extend the project limits for the additional sum of \$6,820.00; and

**WHEREAS**, the parties entered into a Second Amendment on October 10, 2023 to extend the term for an additional 300 days expiring on October 20, 2024; and

**WHEREAS**, the City Manager provided an additional 180 days extension on October 14, 2024 expiring on April 18, 2025; and

**WHEREAS**, the parties entered into a Third Amendment on March 24, 2025 to revise the Scope of Services to include gas sleeves for the additional sum of \$11,433.00, and

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Amendment to Project Agreement. The Project Agreement is amended to add words shown in underscore and to delete words shown in ~~striketrough~~.

A. Section 7.1 of the Project Agreement is hereby amended 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 for **600 1260 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. ~~The City's~~

FOURTH AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

~~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.~~

B. Exhibit "2" Project Schedule is hereby replaced with Exhibit "2," a copy of which is attached to this Fourth Amendment and incorporated by reference.

3. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the Project Agreement or its amendments, the terms of this Fourth 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 Fourth 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 Fourth Amendment.
5. Effective Date. This Fourth Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

FOURTH AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Fourth Amendment 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.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AUTHENTICATION:

\_\_\_\_\_  
City Clerk

(SEAL)

Approved as to form for the City:

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

FOURTH AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

**CONSULTANT**

\_\_\_\_\_

By: \_\_\_\_\_  
Oscar Bello, P.E.  
Client Service Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

FOURTH AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

**EXHIBIT “2”**

**TO**

**PROJECT AGREEMENT PA-22-001-ST**

**EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE II**

**PROJECT SCHEDULE**

<b>Task No.</b>	<b>Task Description</b>	<b>Task Completion Duration (days)</b>	<b>Task Completion Following Notice to Proceed (days)</b>
1	Project Management	0	<del>550</del> 1260
2.1	Survey Topographic Survey	80	80
2.2	Geotechnical Investigation	60	80
3.1.1- 3.1.2	30% Design Documents <sup>3</sup>	35	115
3.1.3	30% Design Documents Internal Review	276	391
2.1	Subsurface Utility Exploration (SUE)	25	416
3.2.1- 3.2.2	90% Design Documents Submittal	130	546
3.2.3	90% Design Documents Internal Review	15	561
3.2.4	90% Design CDD Submittal <sup>3</sup>	15	576
4	Permitting <sup>1</sup>	<del>120</del> 569	<del>696</del> <u>1145</u>
3.3.1- 3.3.2	100% Design Documents <sup>3</sup>	25	<del>724</del> <u>1170</u>
5	Bidding <sup>2</sup>	90	<u>1260</u>

**Notes:**

- ~~1. 120 days have been assumed to obtain dry run approval from the City for Sunrise CDD Department~~
1. 90 days have been assumed for bidding services.
2. Denotes project milestone item per Section 2.8.3 of this Project Agreement

THIRD AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

**Third Amendment To**  
**Project Agreement No. PA-22-001-ST**  
**Between**  
**THE CITY OF SUNRISE**  
**And**  
**Stantec Consulting Services Inc.**  
**For**  
**East Sunrise Watermain Replacement – Phase II**

**This Third Amendment to Project Agreement No. 22-001-ST** dated May 4, 2022, between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services Inc. (Consultant).

**WHEREAS**, Project Agreement No. 22-001-ST (Project Agreement) was approved by Resolution No. 21-47-22A and entered into between the City of Sunrise and Stantec Consulting Services Inc. for professional engineering services for the East Sunrise Watermain Replacement – Phase II as authorized under the Project Agreement; and

**WHEREAS**, the Project Agreement expired on December 25, 2023; and

**WHEREAS**, the parties entered into a First Amendment on April 27, 2023 to revise the Scope of Services to extend the project limits for the additional sum of \$6,820.00; and

**WHEREAS**, the parties entered into a Second Amendment on October 10, 2023 to extend the term for an additional 300 days expiring on October 20, 2024; and

**WHEREAS**, the City Manager provided an additional 180 days extension on October 14, 2024 expiring on April 18, 2025; and

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Amendment to Project Agreement. The Project Agreement is amended to add words shown in underscore and to delete words shown in ~~strikethrough~~.

A. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1. The City shall compensate the Consultant for an amount not to exceed ~~\$385,725.28~~ \$397,168.28 based on services rendered pursuant to Sections 2.3 through 2.6 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. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.

Consultant Initials 

City Initials 

THIRD AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

B. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Task No.	Task / Description	Fee	Percent of Contract
1.0	Project Management	\$26,559.00	7%
2.1	Topographic Survey	\$56,350.00	15%
2.1	SUE	\$17,160.00	4%
2.2	Geotechnical Investigation	\$7,400.00	2%
3.1	30% Design	\$44,781.76	<del>12%</del> <u>11%</u>
3.2	90% Design	\$142,295.85	<del>38%</del> <u>36%</u>
3.3	100% Design	<del>\$43,626.33</del> <u>\$55,069.33</u>	<del>11%</del> <u>14%</u>
4.0	Permitting	\$24,290.18	6%
5.0	Bidding Support	\$19,262.16	5%
	SUBTOTAL	<del>\$381,725.28</del> <u>\$393,168.28</u>	100%
	TOTAL with Reimbursables	<del>\$385,725.28</del> <u>\$397,168.28</u>	

C. Exhibit "1" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in the Addendum to Exhibit "A" which is attached hereto and incorporated in this Third Amendment.

3. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Project Agreement or its amendments, the terms of this Third 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 Third Amendment.
5. Effective Date. This Third Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)




THIRD AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Third Amendment on the respective dates under each signature: the City, signing by and through its City Manager, duly authorized to execute same and by Stantec Consulting Services Inc.

CITY

CITY OF SUNRISE, FLORIDA

SFD  
3/11/25

By:   
Mark Lubelski

29 day of March, 2025



3-7-25

AUTHENTICATION:

\_\_\_\_\_  
City Clerk

(SEAL)

Approved as to form for the City:

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

Consultant Initials 

City Initials EP

THIRD AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

CONSULTANT

Stantec Consulting Services

By: [Signature]  
Oscar Bello, P.E.  
Client Service Manager

03 day of March, 2025

AUTHENTICATE:

[Signature]  
Asst Secretary

JEFFREY P. STONE  
Please type name of Secretary



WITNESSES:

Laura Rodriguez

[Signature]



**Stantec Consulting Services Inc.**

901 Ponce de Leon Boulevard Suite 900, Coral Gables FL 33134-3070

February 25, 2025

File: Project Agreement No. 22-001-ST

**Attention: Fernando Pleitez, PE Project Manager**

Utilities Department – Public Works Division

777 Sawgrass Corporate Parkway

Sunrise, FL 33325

Dear Mr. Pleitez,

**Reference: East Sunrise Watermain Replacement – Phase II Amendment to Exhibit A**

**Additional Services**

Stantec Consulting Services Inc (STANTEC) has been requested to provide additional services for the subject project by the City of Sunrise Utilities Department. Additional services include;

Update construction documents based on comments received from the City of Sunrise Gas Division to include a new 4-inch and 2-inch PVC sleeves throughout the project for a future gas service line (2-inch and 1-inch). This effort will include updating 8 plan sheets showing location and size of new PVC Gas sleeves, addition of general notes and details, updating conflict tables, updating opinion of probable cost of construction (OPCC) and specifications.

**Additional Compensation**

The total amount of this effort will be \$11,443.00 as shown on the attached manhour estimate form.

Please advise if you have any questions or clarification regarding this request.

Regards,

**Stantec Consulting Services Inc.**

**Dave Clarke, PE**

Principle, Project Manager

Phone: (786) 437-6267

Fax: 305 445 3366

dave.clarke@stantec.com

Attachment: Attachment

c. C.C.

CITY CLERK  
CITY OF SUNRISE  
2023 OCT 18 PM 12:16

SUNRISE, FLORIDA

RESOLUTION NO. 21-47-23-C

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A  
"SECOND AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-  
ST BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING  
SERVICES INC. FOR EAST SUNRISE WATERMAIN REPLACEMENT –  
PHASE II;" AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on April 26, 2022 Project Agreement No. 22-001-ST (Project Agreement) was approved via Resolution No. 21-47-22-A for the East Sunrise Watermain Replacement – Phase II project; and

WHEREAS, on April 27, 2023 the parties entered into a First Amendment to the Project Agreement to revise the Scope of Services; and

WHEREAS, a Second Amendment is necessary to extend the term of the Project Agreement.

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

Section 1. A "Second Amendment to Project Agreement No. PA-22-001-ST between the City of Sunrise and Stantec Consulting Services Inc. for East Sunrise Watermain Replacement – Phase II" (Second Amendment) is hereby approved. A copy of the Second Amendment is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Second Amendment.

Section 3. The City Manager is hereby authorized to extend the Project Agreement in accordance with the terms of the approved Project Agreement, as amended.

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

PASSED AND ADOPTED THIS 10TH DAY OF OCTOBER, 2023.



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

Authentication:

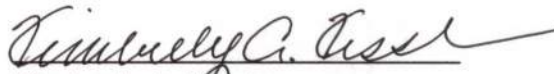
  
\_\_\_\_\_  
Felicia M. Bravo  
City Clerk



MOTION: GUZMAN  
SECOND: DOUGLAS

DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: ABSENT  
SCUOTTO: ABSENT  
RYAN: YEA

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

  
\_\_\_\_\_  
Kimberly A. Kisslan



CITY CLERK  
CITY OF SUNRISE

2023 OCT 18 PM 12:16

SECOND AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

Second Amendment To  
Project Agreement No. PA-22-001-ST  
Between  
THE CITY OF SUNRISE  
And  
Stantec Consulting Services Inc.  
For  
East Sunrise Watermain Replacement – Phase II

This **Second Amendment to Project Agreement No. 22-001-ST** dated May 4, 2022, between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services Inc. (Consultant).

**WHEREAS**, Project Agreement No. 22-001-ST (Project Agreement) was approved by Resolution No. 21-47-22A and entered into between the City of Sunrise and Stantec Consulting Services Inc. for professional engineering services for the East Sunrise Watermain Replacement – Phase II as authorized under the Project Agreement; and

**WHEREAS**, the Project Agreement expires on December 25, 2023; and

**WHEREAS**, the parties entered into a First Amendment on April 27, 2023 to revise the Scope of Services to extend the project limits for the additional sum of \$6,820.00; and

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Amendment to Project Agreement. The Project Agreement is amended to add words shown in underscore and to delete words shown in ~~strikethrough~~.

A. Section 7.1 of the Project Agreement is hereby amended 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 for **600 900 days**, 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.

B. Exhibit "2" Project Schedule is hereby replaced with Exhibit "2," a copy of which is attached to this Second Amendment and incorporated by reference.

Consultant Initials RS

City Initials FP

SECOND AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

3. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement or its amendments, the terms of this Second 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 Second Amendment.
5. Effective Date. This Second Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

SECOND AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Second Amendment 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.

CITY

CITY OF SUNRISE, FLORIDA

By: 

Mayor Michael J. Ryan

17

day of

October, 2023

AUTHENTICATION:



City Clerk

Felicia M. Bravo, City Clerk

(SEAL)



Approved as to form for the City:

By: 

Kimberly A. Kisslan  
City Attorney

Consultant Initials AS

City Initials FP



SECOND AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

CONSULTANT

Stantec Consulting Services

By: [Signature]

Oscar Bello, P.E.  
Client Service Manager

30 day of August, 2023

AUTHENTICATE:

[Signature]  
Ass't Secretary

JEFFREY P. STONE  
Please type name of Secretary



WITNESSES:

[Signature]  
Saura Rodriguez

Consultant Initials B

City Initials FP

SECOND AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES INC.

EXHIBIT "2"

TO

PROJECT AGREEMENT PA-22-001-ST

EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE II

PROJECT SCHEDULE

Task No.	Task Description	Task Completion Duration (days)	Task Completion Following Notice to Proceed (days)
1	Project Management	0	550
2.1	Survey Topographic Survey	80	80
2.2	Geotechnical Investigation	60	80
3.1.1-3.1.2	30% Design Documents <sup>3</sup>	35	115
3.1.3	30% Design Documents Internal Review	<del>45</del> <u>276</u>	<del>130</del> <u>391</u>
2.1	Subsurface Utility Exploration (SUE)	25	<del>155</del> <u>416</u>
3.2.1-3.2.2	90% Design Documents Submittal	130	<del>285</del> <u>546</u>
3.2.3	90% Design Documents Internal Review	15	<del>300</del> <u>561</u>
3.2.4	90% Design CDD Submittal <sup>3</sup>	15	<del>315</del> <u>576</u>
4	Permitting <sup>1</sup>	120	<del>435</del> <u>696</u>
3.3.1-3.3.2	100% Design Documents <sup>3</sup>	25	<del>460</del> <u>721</u>
5	Bidding <sup>2</sup>	90	<del>550</del> <u>811</u>

FIRST AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES, INC

**First Amendment To**  
**Project Agreement No. PA-22-001-ST**  
**Between**  
**THE CITY OF SUNRISE**  
**And**  
**Stantec Consulting Services, Inc**  
**For**  
**East Sunrise Watermain Replacement – Phase II**

**This First Amendment to Project Agreement No. 22-001-ST** dated May 4, 2022, between the City of Sunrise, a municipal corporation (City) and Stantec Consulting Services, Inc. (Consultant).

**WHEREAS**, Project Agreement No. 22-001-ST ("Project Agreement") was approved by Resolution No. 21-47-22A and entered into between the City of Sunrise and Stantec Consulting Services, Inc. for professional engineering services for the East Sunrise Watermain Replacement – Phase II as authorized under the Project Agreement; and

**WHEREAS**, the Project Agreement expires on December 25, 2023; and

**WHEREAS**, the parties wish to amend the Project Agreement to revise the Scope of Services set forth on Exhibit 1.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.
2. Amendment to Project Agreement. The Project Agreement is amended to add words shown in underscore and to delete words shown in ~~strikethrough~~:

A. Section 5.1 of the Project Agreement is hereby amended as follows:

5.1. The City shall compensate the Consultant for an amount not to exceed ~~\$378,905.28~~ \$385,725.28 based on services rendered pursuant to Sections 2.3 through 2.6 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. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.

B. Section 5.2 of the Project Agreement is hereby amended as follows:

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:



FIRST AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES, INC

Task No.	Task / Description	Fee	Percent of Watermain Fee Contract
1.0	Project Management	\$26,559.00	7%
2.1	Topographic Survey	<del>\$52,500.00</del> <u>\$56,350</u>	<del>14%</del> <u>15%</u>
2.1	SUE	<del>\$14,190.00</del> <u>\$17,160</u>	4%
2.2	Geotechnical Investigation	\$7,400.00	2%
3.1	30% Design	\$44,781.76	12%
3.2	90% Design	\$142,295.85	38%
3.3	100% Design	\$43,626.33	<del>11.5%</del> <u>11%</u>
4.0	Permitting	\$24,290.18	<del>6.5%</del> <u>6%</u>
5.0	Bidding Support	\$19,262.16	5%
	SUBTOTAL	<del>\$374,905.28</del> <u>\$381,725.28</u>	100%
	TOTAL with Reimbursables	<del>\$378,905.28</del> <u>\$385,725.28</u>	

3. Exhibit "1" – Scope of Services in the Project Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this Third Amendment.
4. 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.
5. All other terms of the Project Agreement shall remain and continue in full force and effect.
6. 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.
7. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

FIRST AMENDMENT TO PROJECT AGREEMENT NO. PA-22-001-ST  
BETWEEN THE CITY AND STANTEC CONSULTING SERVICES, INC

CITY

CITY OF SUNRISE, FLORIDA

By: Tim Welch  
Tim Welch, PE  
27<sup>th</sup> day of April, 2023

CONSULTANT

STANTEC CONSULTING SERVICES, INC.

By: Terrance Glunt  
Terrance Glunt  
Senior Principal  
Date: 4/18/2023

AUTHENTICATE:

Jeffrey P. Stone  
Corporate Officer

JEFFREY P. STONE, Asst Secretary  
Please type name of Corporate Officer



WITNESSES:

Laura Rodriguez  
Laura Rodriguez

Consultant Initials JS

City Initials EP



**Stantec Consulting Services Inc.**

901 Ponce de Leon Boulevard Suite 900, Coral Gables FL 33134-3070

April 13, 2023

File: Project Agreement No. 22-001-ST

**Attention: Fernando Pleitez, PE Project Manager**

Utilities Department – Public Works Division

777 Sawgrass Corporate Parkway

Sunrise, FL 33325

Dear Mr. Pleitez,

**Reference: East Sunrise Watermain Replacement – Phase II Exhibit A to Amendment No. 1**

#### **Additional Services**

Stantec Consulting Services Inc (STANTEC) has been requested to provide additional services for the subject project by the City of Sunrise Utilities Department. Additional services include;

Along SW 68<sup>th</sup> Avenue, the Water Main Improvements will be extended further south from NW 25<sup>th</sup> Court to NW 25<sup>th</sup> Street. STANTEC, through its subconsultant CTA, will request additional survey to capture this area and will update the 90% Design Documents to reflect the new limits of the Water Main Improvement. Five additional soft digs will also be required to support the detail design for this improvement.

#### **Additional Compensation**

The total amount of this effort will be \$6, 820.00 which includes a 10% markup for STANTEC management of the additional field investigation by CTA. Breakdown for additional services is as follows;

Additional Topographic Survey: \$3, 850.00. Additional SUE (5 soft digs): \$2, 970.00. Total: \$6, 820.00

Please advise if you have any questions or clarification regarding this request.

Regards,

**Stantec Consulting Services Inc.**

**Dave Clarke, PE**

Principle, Project Manager

Phone: 305 445 2900 x 2296

Fax: 305 445 3366

dave.clarke@stantec.com

Attachment: Email from City of Sunrise Requesting Project limits extended  
CTA Proposal

c. C.C.

cd(g document4

Design with community in mind

2022 MAY -5 AM 10:11

**PROJECT AGREEMENT**

**Between**

**THE CITY OF SUNRISE**

**and**

**STANTEC CONSULTING SERVICES INC.**

**For**

**PROJECT AGREEMENT NO. PA-22-001-ST**

**EAST SUNRISE WATERMAIN REPLACEMENT - PHASE II**

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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:

FP

Authorized Consultant Representative's Initials:

B



## 2.3 THIRTY PERCENT DESIGN DOCUMENTS

- 2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.
- 2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.
- 2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.
- 2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.
- 2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.
- 2.3.6 If requested by the City, during construction, the Consultant shall be required to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

## 2.4 SIXTY PERCENT DESIGN DOCUMENTS- Not Used

## 2.5 NINETY PERCENT DESIGN DOCUMENTS

- 2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.
- 2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: JB



## 2.6 ONE HUNDRED PERCENT DOCUMENTS

- 2.6.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.
- 2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.
- 2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.
- 2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.
- 2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.
- 2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: CB

## 2.7 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.

- 2.7.1 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.
- 2.7.2 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.
- 2.7.3 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.
- 2.7.4 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.
- 2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

## 2.8 SERVICE SCHEDULE

- 2.8.1 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 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.

2.8.2 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.

2.8.3 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 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 milestone of service(s) 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 milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: Project Task 3.1.1 and 3.1.2 – 30% Design Documents ..... \$100/day  
Milestone 2: Project Task 3.2.4 – 90% Design CDD Submittal ..... \$100/day  
Milestone 3: Project Task 3.3.1 and 3.3.2 – 100% Design Documents ..... \$100/day

2.8.4 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.

2.8.5 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

Authorized City Representative's Initials

FP

Authorized Consultant Representative's Initials

CB



amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

## 2.9 PERSONNEL

- 2.9.1 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:

<u>NAME</u>	<u>FUNCTION</u>
Oscar Bello, PE	Client Service Manager
Dave Clarke, PE	Project Manager/EOR
Larissa Faria, PE	Watermain-Project Engineer
Albert Ruiz, PE	Watermain-Tunnel Designer
Eduardo Robaina	Watermain-Sr. CAD Technician
Ricardo Versace	Watermain Technician
Laura Rodriguez	Administrative Assistant

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.
- 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.

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: RS

- 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.

#### **SECTION 4 CONSTRUCTION COSTS**

- 4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

#### **SECTION 5 BASIS OF COMPENSATION**

- 5.1 The City shall compensate the Consultant for an amount not to exceed \$378,905.28 based on services rendered pursuant to Sections 2.3 through 2.6 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. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.
- 5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: CB

**Table 5 -1 East Sunrise Watermain Improvement Fee Summary**

<b>Task No.</b>	<b>Task / Description</b>	<b>Fee</b>	<b>Percent of Watermain Fee</b>
1.0	Project Management	\$26,559.00	7%
2.1	Topographic Survey	\$52,500.00	14%
2.1	SUE	\$14,190.00	4%
2.2	Geotechnical Investigation	\$7,400.00	2%
3.1	30% Design	\$44,781.76	12%
3.2	90% Design	\$142,295.85	38%
3.3	100% Design	\$43,626.33	11.5%
4.0	Permitting	\$24,290.18	6.5%
5.0	Bidding Support	\$19,262.16	5%
	SUBTOTAL	\$374,905.28	100%
	<b>TOTAL with Reimbursables</b>	<b>\$378,905.28</b>	

**5.3** Additional services of the Consultant as described in Section 2.7, 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 are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

## **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

**6.2.1** Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: B

Not to exceed \$4,000 without prior written authorization by the City.

- 6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

## **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 for **600 days**, 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.
- 8.2.2 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;

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: AB



8.2.2.2 Consequential damages;

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.

## **SECTION 10 FOREIGN GIFTS AND CONTRACTS**

**10.1** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant 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. Consultant 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: BS



**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 D. Ryan

4<sup>th</sup> day of May, 2022


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

FP

Authorized Consultant Representative's Initials

KB

CONSULTANT

Stantec Consultant Services

By: [Signature]  
Oscar Bello, P.E.  
Client Service Manager

16 day of March, 2022

AUTHENTICATE:

[Signature]  
Secretary

Chris Heisler  
Please type name of Secretary



(CORPORATE SEAL)

WITNESSES: [Signature]

Robyn Walter

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: OB

**EXHIBIT "1"**

**TO**

**PROJECT AGREEMENT PA-22-001-ST**

**EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE II**

**SCOPE OF SERVICES**

The CITY has requested CONSULTANT provide Engineering Design, Permitting and Bidding Support Services for the East Sunrise Watermain Replacement Phase II (CIP Project Number 5152PI).

This project provides for a new watermain within the City of Sunrise along NW 68<sup>th</sup> Avenue between NW 26<sup>th</sup> Street and NW 25<sup>th</sup> Court and replaces existing watermain within the area bounded to the east by NW 68<sup>th</sup> Avenue, to the west by NW 69<sup>th</sup> Avenue, to the south by NW 26<sup>th</sup> Street and to the north by NW 30<sup>th</sup> Street. The existing watermain consists of asbestos concrete (AC) piping installed sometime in 1968 and PVC watermain installed around 1992. Along NW 68<sup>th</sup> Avenue and just south of NW 26<sup>th</sup> Street, a portion of the new watermain will be installed via horizontal directional drill (HDD) underneath an existing culvert. It is anticipated that most of the new water main will be installed via the close tolerance pipe slurrification (CTPS) method. This project will allow the CITY to replace aging existing Asbestos Cement (AC) pipe and improve water quality, service, and fire flow requirements in the area. Improvements will also include milling and resurfacing of the existing roadways and replacement of existing extruded curb with Type D curb within the project limits where the new watermain is being installed. The new watermain size will range between 6-inches and 8-inches. The new watermain material used will be High-Density Polyethylene (HDPE) Pipe for HDD and CTPS. The CONSULTANT will be responsible for obtaining topographic survey, Subsurface Utility Exploration (SUE) and geotechnical exploration required to support the new water main design. Approximate length of the new watermain is 10,200 linear feet (LF) and will include new fire hydrants and replacement of existing service lines.

The scope of the project includes the following major components and improvements for the new watermain pipeline replacement:

- Obtain a topographical survey, geotechnical borings and subsurface utility locates within the project limits.
- Conduct a field review and take photographs within the project limits to document existing conditions.
- Establishing proposed watermain CTPS, locations for boring pits, HDD, side street connections and reestablishing existing services. Work will include new fire hydrants, as required to meet current codes, and replacement of existing services lines up to but not including the water meter.
- Detail engineering design for approximately 10, 200 LF of new watermain pipeline, including the following:

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- Horizontal directional drill (HDD) of the new watermain between underneath an existing culvert on NW 68<sup>th</sup> Avenue, just south of NW 26<sup>th</sup> Street.
- CTPS
  - Design for milling and resurfacing of all roadways and replacement of existing extruded curb with Type D curb within the project limits.
  - Permitting assistance to obtain permits with the Fire Department, Broward County Traffic, and City of Sunrise Community Development Department (CDD) Engineering, and Florida Department of Environmental Protection, as required.
  - Bidding assistance by preparing documents to advertise for bids, presenting at pre-bid meeting, responding to request for information, and developing addenda.
    - Construction Documents (Drawings, Construction Specifications, Opinion of probable cost)

All components shall be designed in accordance with all applicable agencies, the CITY of Sunrise Utility and Community Development Departments.

This Project Agreement (PA) will provide the engineering services to prepare detailed design and documents to be used for permitting and bidding, including permitting services to obtain CDD Engineering Approved Plans and providing assistance to the CITY during the bid phase.

## **TASK 1 – PROJECT MANAGEMENT**

### **Task 1.1 – Project Management**

The CONSULTANT will be responsible for overall coordination and administration of this project through its Project Manager (PM). The PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM will develop the project plan, schedule, develop and maintain the planned execution of the project, oversee quality assurance and quality control (QA/QC) reviews, maintain and update budget and schedule status, prepare miscellaneous project management correspondence and documents, coordinate activities of all project team members, and manage project issues requiring discussion or resolution with the CITY.

The CONSULTANT will prepare and submit monthly invoices in accordance with the Project Agreement. The CONSULTANT will prepare monthly progress reports to document project progress and submit the reports with each invoice.

### **Task 1.2 - Meetings**

The CONSULTANT shall schedule and conduct one Kick-off Meeting with the CITY. Topics for discussion will include project overview, project team, communications, project schedule, and initial data and input needs from the CITY. The CONSULTANT shall



prepare the meeting agenda and meeting minutes. Meeting minutes will be submitted to the CITY in electronic format for review and comment.

In addition to the Kickoff Meeting, the CONSULTANT will attend design meetings identified under the Detailed Design tasks.

DELIVERABLES:

- Monthly Progress Reports
- Monthly Invoices
- Meeting Agendas
- Meeting Minutes
- Design Schedule

MEETINGS:

- Kickoff Meeting

**TASK 2 –FIELD INVESTIGATIONS**

**Task 2.1 Topographic Survey and Subsurface Utility Exploration (SUE)**

The CONSULTANT shall utilize a Florida Registered Professional Land Surveyor to complete a boundary and topographic survey of the project area in accordance with the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in the "Standards of Practice" in Chapter 5J-17 of the Florida Administrative Code. The surveyor will also perform a title search. The survey investigation shall include the following:

- Obtain specific boundary information, recovery of boundary monumentation, such as right of way lines, subdivision lines, lot lines, base lines, and easement lines, as required by the project
- Survey shall extend right of way to right of way on all roadways within the project limits.
- The location of all above ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires, and utility features, within the limits of the survey area
- The location of trees 3-inches in diameter or larger at breast height within the Right of Way and within the limits of the survey area
- Measure rim and invert elevations for drainage and sanitary sewer structures, if accessible and unobstructed. Pipe sizes and pipe material will be noted.
- Provide cross-section elevations at 50-foot intervals along all roadways
- All elevations will be relative to North American Vertical Datum of 1998 (NAVD88) and based on National Geodetic Survey (NGS), Florida

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Department of Transportation (FDOT), or South Florida Water Management benchmarks.

- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey

The CONSULTANT shall utilize an underground utility location contractor to designate existing utilities along the subject watermain pipeline alignment using a combination of signal induction and Ground Penetrating Radar (GPR). During detail design there will be a need to perform a (GPR) survey, and subsurface utility excavation (SUE) along the proposed watermain pipeline alignment to locate metal and plastic underground utilities (pipes, electric, telecommunications, fiber, etc.). The CONSULTANT shall oversee the SUE activities and ensure that any de-watering activities are included in the work to properly identify existing utilities. Up to 30 vacuum excavations will be performed to determine exact elevations and positions of subsurface utilities in potential conflict with the proposed watermain pipeline alignment. This effort will be performed at locations identified by the CONSULTANT subsequent to the 30 percent design efforts.

DELIVERABLES:

- Signed and Sealed Topographic Survey
- SUE Report

**Task 2.2 Geotechnical Investigation**

The CONSULTANT shall retain and utilize the services of Geotechnical Engineering firm to carry out a geotechnical investigation of the project area. The goals and objectives of the geotechnical investigation shall include the following:

- Identify and classify soil types within project area.
- Identify the characteristics and properties of the soils present, including moisture content, grain size analysis, plastic properties, unit weights, permeability, compaction, and corrosivity.
- Use available soil characteristics, properties and potential project geometrics to identify possible geotechnical concerns.
- Obtain groundwater table elevation.
- Perform up to 8 standards penetration test (SPT) borings to depths of approximately 10 feet below existing grade at locations selected by the CONSULTANT.
- Perform up to 2 SPT borings to depths of approximately 40 feet below existing grade at locations selected by the CONSULTANT to support the design of the trenchless installation.
- Perform two (2) corrosion series (pH, resistivity, chlorine content and sulfate content) tests

Upon completion of the geotechnical investigation, the Geotechnical Engineering firm shall prepare a report including the following:

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- Brief description of soil conditions observed in the field and in the laboratory
- Conclusions and recommendations regarding:
  - Primary geotechnical engineering concerns and mitigating measures, as applicable
  - Provide geotechnical recommendations for engineering design for pipelines, and structures, including pipe bedding, backfill, and compaction requirements
  - Soil Corrosivity Considerations
  - Site preparation and grading including treatment of weak, porous, compressible and expansive surface soils and the construction of fills
  - Preparation of subgrade and aggregate base for pavement areas

**DELIVERABLES:**

- Geotechnical Report

**TASK 3 DETAILED DESIGN**

The CONSULTANT shall develop design documents for the new watermain pipeline replacement which will include progress submittals at 30%, 90%, 100%, and Issued for Bid. Design documents will include drawings, technical specifications, and opinion of probable construction cost (OPCC) as outlined in each detailed design progress submittal task below.

The development of the design documents for the watermain replacement will include the following:

- Perform an initial field visit which will include walking along the proposed alignment, taking photos and documenting any existing features that may impact the new pipeline.
- Gather and review available background information on the project, including utility atlas maps, GIS data, and as-built and record drawings information.
- A desktop review of publicly available information will be conducted to identify any known contaminated sites along the project corridor.
- During development of the design, the CONSULTANT will conduct up to three (3) site visits to verify information and refine the design. The findings from the site visits and review of information will be incorporated into the design deliverables.
- Obtain a Sunshine 811 Design Ticket to obtain information on existing utilities in the project corridor.
- Develop construction sequencing and analyze available information of service connections.
- Standard Construction Details – CONSULTANT will include standard construction details, typical sections, construction notes, etc. as required.



- Best Management Practices Plan – CONSULTANT will prepare a “Best Management Practices Plan” and appropriate soil erosion control details. It is intended that this plan will reflect the minimum needs for permitting / construction start-up and that the Contractor will update the plan for inclusion in the NPDES Stormwater Pollution Prevention Plan.
- Maintenance of Traffic (MOT) Plan – CONSULTANT will add appropriate notes and references to the plans to outline the performance specifications for the MOT in accordance with the standards and requirements of FDOT. The contractor will be responsible for preparing and submitting a site-specific MOT plan in the future.
- Technical Specifications – CONSULTANT will provide construction specifications for the process and materials of the civil/site improvements.
- Identify pavement repair/reconstruction requirements and proposed resurfacing limits per City and regulatory requirements.
- Coordinate with CITY to inventory existing materials such as pipes, fittings, fire hydrants etc. that can be used for this watermain replacement project.

### **Task 3.1 Thirty Percent Design Documents**

#### ***Subtask 3.1.1 30% Design Development***

The CONSULTANT shall develop 30% design documents. The 30% design will establish the principal characteristics, general arrangement, major diversions, trenchless installation and general design criteria for the project. Drawings will be in plan view only for the proposed watermain, shown on the survey with existing utilities, easements/rights-of-way indicated, connection points and stub-outs for any future connections.

#### ***Subtask 3.1.2 30% Design Opinion of Probable Construction Cost***

The CONSULTANT will also prepare a preliminary planning level opinion of probable construction cost (OPCC) using the quantities identified in the 30% design drawings. The OPCC shall be a Class 5 in accordance with AACE International.

#### ***Subtask 3.1.3 30% Design Documents Internal Review***

The CONSULTANT will submit the design documents for review. The review process will consist of the following steps:

- CONSULTANT will submit the 30% design documents for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the

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comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.

- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.
- If comments require substantial re-configuration or re-design, the CONSULTANT will schedule and attend one (1) meeting with the CITY to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.

#### DELIVERABLES

- 30% Design Drawings (Plan Only)
- Project Technical Specifications -Table of Contents
- Preliminary OPCC
- Responses to 30% Review Comments

#### MEETINGS:

- 30% Design Review Meeting
- Comment Resolution Meeting, if required

### **Task 3.2 Ninety Percent Design Documents**

#### ***Subtask 3.2.1 90% Design Development***

Based on the 30% design task and incorporating review comments as appropriate, CONSULTANT shall develop 90% design documents. This task will include an update to the design drawings, specifications, and calculations. The design shall detail the requirements for bidding and construction of the project and shall be suitable to initiate permitting review by the regulatory agencies identified in Task 4. The CONSULTANT will develop a full set of draft project specifications, including front end documents (Division 00), using the CITY's standard front-end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices). Project specifications will be modified as necessary by the CONSULTANT to conform to the requirements of the CITY'S standard front-end documents. The CONSULTANT will develop a conceptual construction schedule to determine the period of time required for construction and define substantial and final completion durations.

#### ***Subtask 3.2.2 90% Design Opinion of Probable Construction Cost***

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The CONSULTANT will update the 30% OPCC using the 90% design documents and updated quantities identified in the 90% design drawings. The OPCC shall be a Class 3 in accordance with AACE International.

### ***Subtask 3.2.3 90% Design Documents Internal Review***

The CONSULTANT will submit the 90% design documents to the City of Sunrise Utilities Department for review. The review process will consist of the following steps:

- CONSULTANT will submit the 90% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.

### ***Subtask 3.2.4 90% Design CDD Submittal***

The CONSULTANT will submit the 90% design documents to the City of Sunrise Community Development Department and Engineering Divisions for review. The review process will consist of the following steps:

- The CONSULTANT will revise and update the 90% design documents in accordance with the CITY accepted comment responses. Upon review and acceptance for readiness by the City's Utility Project Manager, 10 copies of the revised documents will be signed and sealed for permitting review by the permitting agencies identified in Task 4 including CDD-Engineering.

### **DELIVERABLES:**

- 90% Design Drawings (Plan, profile and details)
- 90% Specifications
- Updated Engineering Calculations
- Draft MOT Concepts

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- Updated OPCC
- Responses to 30% Review Comments

#### MEETINGS:

- 90% Design Review Meeting
- Comment Resolution Meeting, if required

### **Task 3.3 One Hundred Percent Design Documents**

#### ***Subtask 3.3.1 100% Design Development***

The CONSULTANT will update the design drawings and specifications to address permitting review comments from Task 4 until permits have been secured and develop 100% design documents to be used for the purposes of bidding the project.

#### ***Subtask 3.3.2 100% Design Opinion of Probable Construction Cost***

The CONSULTANT will update the 90% OPCC using the 100% design documents and updated quantities identified in the 100% design drawings. The OPCC shall be a Class 2 in accordance with AACE International.

#### DELIVERABLES:

- Signed and Sealed 100% Drawings and Specifications
- Updated Opinion of Probable Construction Cost
- Response letter addressing permitting review comments from Task 4

### **TASK 4 PERMITTING**

The CONSULTANT will provide and apply for the following permits on behalf of the CITY:

- City of Sunrise CDD Engineering Division - Engineer Plans Review
- Florida Department of Environmental Protection - Watermain Construction Permit
- Broward County Traffic Engineering
- Broward County Surface Water Management Division

The CITY shall be responsible for all permitting fees and the CONSULTANT shall provide other supporting documentation as may be required by permitting agencies. It is acknowledged by CITY that the period required for obtaining permit review is beyond the control of CONSULTANT, except for issues concerning the permitting of the design and CONSULTANT's ability to respond to permitting agency requests for information. 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.

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The CONSULTANT will respond to requests for additional information as applicable for the above listed jurisdictional agencies. Up to three (3) meetings with the applicable regulatory agencies are considered under this task.

## **TASK 5 - BIDDING SERVICES**

### **Task 5.1 Bidding Services**

The CONSULTANT shall assist the CITY in solicitation of bids. The CONSULTANT will provide the following services during the bidding process:

- Provide a project description to be used in the advertisement for bid and Invitation to Bid form
- Provide a bid form worksheet
- Provide electronic copies of 100% design drawings, specifications, bid form worksheet, and other documents required for bidding to be made available for distribution to prospective bidders via the CITY's electronic procurement system. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format.
- Attend one (1) Pre-Bid Meeting and site visit.
- Coordinate with the CITY during the bidding process and be available to address bidder's questions and comments during the bidding process.
- Provide responses to address Bidder's Request for Information (RFI) related to the design. The CITY shall be responsible for forwarding design related RFI's to the CONSULTANT. The CITY shall be responsible for addressing RFIs related to non-design items, such as bidding procedures, Contract for Construction, General and Supplementary Conditions, etc. The CITY shall be responsible for maintaining the RFI log and distributing RFI responses.
- Investigate, study and analyze proposed substitutions of materials or equipment and advise the CITY with respect to the same
- Prepare up to three (3) addenda modifying design drawings and/or specifications to clarify or expand design elements in the bidding documents. The addenda documents will be provided in electronic format and will be ADA compliant. The CITY shall be responsible for distributing Addenda documents via the electronic procurement system.
- Attend the Bid Opening
- Prepare a Bid Tabulation of received bids
- Assist the CITY in evaluation of the bids received by providing a technical review of received bids and a letter of recommendation of award. The CONSULTANT shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however the CONSULTANT shall assist the CITY in making such a determination.



### **Task 5.2 Conformed Documents**

The CONSULTANT shall incorporate into the 100% documents, which were used for bidding, modifications resulting from the bid-phase period RFIs and addenda. Following preparation of the Conformed Construction Drawings and Specifications, the CONSULTANT shall make such documents available to the CITY and the contractor awarded the project. The CONSULTANT shall provide all CAD files after conformed documents are produced.

#### DELIVERABLES:

- Bid Award Recommendation Letter
- Conformed Drawings
- Conformed Specifications

#### MEETINGS:

- Pre-Bid Meeting
- Bid opening meeting

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Authorized Consultant Representative's Initials:

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### **ASSUMPTIONS AND EXCLUSIONS:**

1. Existing watermain within the project limits will be replaced in-kind (same size).
2. The new watermain will be installed crossing under the existing culvert on NW 68<sup>th</sup> Avenue (just south of NW 26<sup>th</sup> Street) via HDD.
3. It is understood that the existing culvert and canal on NW 68<sup>th</sup> Avenue (just south of NW 26<sup>th</sup> Street) belong to the City of Sunrise. No coordination or permitting is required with South Florida Water Management District.
4. It is assumed that the Arborist's services or report are not required.
5. The design (relocation or new) of other utilities (wastewater, electric, and/or telecommunications) is not included within this scope of work unless in conflict with proposed work.
6. Evaluation of alternative corridors for proposed pipeline alignment outside of project boundary limits, is not included in this scope of work.
7. Hydraulic modeling of existing or proposed watermain distribution system is not included in this scope of work.
8. Landscape Architecture services are not included in this scope of work.
9. Public outreach service is not included in this scope of work.
10. All permit fees will be paid by the City.
11. It assumed all drawings will be developed using AutoCAD software.
12. It is assumed technical bid analysis for construction will be developed for the two lowest bidders.
13. Bidding services do not include services for any bid protests.
14. Third party litigation services or expert witness services are not included.
15. Construction Administration, including engineering services during construction, inspections, support, observations, and As-built drawings, are not included in this scope of work.
16. CITY will provide available information for the project area, including as-built drawings, atlas maps, and other pertinent information. CONSULTANT will rely on the accuracy of the information provided, but will field verify information where practical.
17. There are no known hazardous materials (except the existing AC water mains) or waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design, permitting, or bidding. It is assumed that none of the work areas contain hazardous materials that will require special mitigation.
18. Environmental/Ecological Services (including but not limited to Threatened and Endangered Species Survey, Unified Method for Assessment of Mitigation, Wetland Impact Justification Report, etc.) is not included in this scope of work.
19. Archaeological Services is not included in this scope of work.

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20. Design and permitting of any off-site improvements not specifically included herein is not included in this scope of work.
21. Meetings, permit submittals, and all interactions with jurisdictional agencies will be conducted electronically.
22. The Opinions of probable construction costs (OPCC) prepared, for the purposes of setting project budget, and/or funding, represent our best judgment as a design professional familiar with the Construction industry. Unless and to the extent otherwise indicated by the ENGINEER, such opinions or evaluations are based on upon current market rates for labor, material and equipment. The estimators have no control over the costs of said labor, materials, or equipment, construction contractor's methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. The OPCC is a "snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly, the ENGINEER does not warrant or represent that construction bids or negotiated prices will not vary from the good faith OPCC.

**EXHIBIT "2"**

**TO**

**PROJECT AGREEMENT PA-22-001-ST**

**EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE II**

**PROJECT SCHEDULE**

<b>Task No.</b>	<b>Task Description</b>	<b>Task Completion Duration (days)</b>	<b>Task Completion Following Notice to Proceed (days)</b>
1	Project Management	0	550
2.1	Survey Topographic Survey	80	80
2.2	Geotechnical Investigation	60	80
3.1.1- 3.1.2	30% Design Documents <sup>3</sup>	35	115
3.1.3	30% Design Documents Internal Review	15	130
2.1	Subsurface Utility Exploration (SUE)	25	155
3.2.1- 3.2.2	90% Design Documents Submittal	130	285
3.2.3	90% Design Documents Internal Review	15	300
3.2.4	90% Design CDD Submittal <sup>3</sup>	15	315
4	Permitting <sup>1</sup>	120	435
3.3.1- 3.3.2	100% Design Documents <sup>3</sup>	25	460
5	Bidding <sup>2</sup>	90	550

**Notes:**

1. 120 days have been assumed to obtain dry run approval from the City for Sunrise CDD Department
2. 90 days have been assumed for bidding services.
3. Denotes project milestone item per Section 2.8.3 of this Project Agreement

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: QB





## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Agreement

**Item Number:** 4E

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25072

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving a "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-007-HS Springtree WTP Electrical Upgrades – Phase 2 Construction Management Services"; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

465.66.70.533.506510 - Construction

Project No. 5190ST - Springtree WTP High Service Pump Improvements

**Amount:**

\$324,300.00

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**ATTACHMENTS:**

**Background:**

The City of Sunrise, Utilities Department operates and maintains the Springtree Water Treatment Plant (WTP). Key components of the low and medium voltage electrical power distribution systems at the plant have reached the end of their useful life and require replacement. To address this, Hazen and Sawyer, P.C. completed the detailed design for the replacement of critical electrical distribution equipment. To address the needs of the project, the project was advertised in two phases. Phase 1 of the Springtree WTP Electrical Upgrades project is currently under construction and approximately 60% complete, with projected completion in the fourth quarter of this calendar year.

Phase 2 of the project will continue the electrical upgrades, replacing the medium voltage main switchgear, switchgear controls, High Service Pump Station “B” pumps and motors (3 units), ancillary piping, and related appurtenances. Additionally, the project will involve upgrades and modifications to the generators’ controls. On the December 10, 2024, the City Commission approved Construction Contract No. C24-69-06-CM for Phase 2 improvements with TLC Diversified, Inc.

To ensure the successful completion of the project, the attached Project Agreement for Construction Management Services provides construction administration and observation services. These services will ensure that the work is performed in accordance with the bid documents and will support certification by the permitting agencies. City staff developed Project Agreement 25-007-HS with Hazen and Sawyer, P.C., to provide these Construction Management Services. The negotiated fee for these services is deemed fair and reasonable, considering the complexity and scope of the work.

This project is listed as Item 5a in Exhibit “A” – Scope of Services of the Water, Wastewater, Wastewater Reuse, and Natural Gas Utilities Continuing Services Agreement.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Guarionex De Los Santos

Phone: 954-888-6077

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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 A  
“PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND  
HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NUMBER:  
PA-25-007-HS SPRINGTREE WTP ELECTRICAL UPGRADES – PHASE  
2 CONSTRUCTION MANAGEMENT SERVICES”; AND PROVIDING AN  
EFFECTIVE DATE.**

WHEREAS, the City requires a qualified firm to provide construction management, contract administration and observation services for the Springtree Water Treatment Plant Electrical Upgrades Phase 2 Project; and

WHEREAS, in 2021, the City entered into a Continuing Services Agreement with Hazen and Sawyer, P.C. for professional services related to water, wastewater, wastewater reuse, and natural gas utilities projects; and

WHEREAS, the City has developed a Project Agreement with Hazen and Sawyer, P.C. based on the firm’s reasonable proposal and based on its experience and availability for these services.

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

Section 1. Pursuant to the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C., the “Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-25-007-HS Springtree WTP Electrical Upgrades – Phase 2 Construction Management Services” (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager may extend the term of the Project Agreement in accordance with the terms of the approved Project Agreement. The Director of Utilities shall provide the City Clerk with a copy of any such extension.

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

## **PROJECT AGREEMENT**

**Between**

**THE CITY OF SUNRISE**

**And**

**HAZEN AND SAWYER, P.C.**

**For**

**Project Agreement Number: PA-25-007-HS**

### **SPRINGTREE WTP ELECTRICAL UPGRADES - PHASE 2 CONSTRUCTION MANAGEMENT SERVICES**

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Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Hazen and Sawyer, P.C. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 11, 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 11, 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.

2.3 THIRTY PERCENT DESIGN DOCUMENTS – NOT USED

2.4 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED

2.5 NINETY PERCENT DESIGN DOCUMENTS – NOT USED

2.6 ONE HUNDRED PERCENT DESIGN DOCUMENTS – NOT USED

2.7 ADMINISTRATION OF CONSTRUCTION

2.7.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.7.2 through 2.7.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

2.7.2 The Consultant shall represent the City during construction and shall facilitate all instructions and other appropriate communications between the City and the Contractor, which shall be communicated through the Consultant. The Consultant shall act on behalf of the City only to the extent provided herein and in the Construction Contract.

2.7.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data that the City or the Consultant may require from the Contractor. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values that allocates greater value to certain elements of the work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Consultant shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

2.7.4 The Consultant shall observe the work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the work in comparison with the requirements of the Construction Documents and Construction Contract. In making such observations, the Consultant shall exercise care to protect the City from defects or deficiencies in the work from unexcused delays in the schedule and from overpayment to the Contractor. Following each such site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the City. The Consultant shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.7.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.7.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's

Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

- 2.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.7.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.
- 2.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.
- 2.7.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.
- 2.7.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.
- 2.7.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.
- 2.7.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.
- 2.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.



- 2.7.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.9.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

## 2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, 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 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 Not used

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.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, 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:

<u>NAME</u>	<u>FUNCTION</u>
Patricia Carney, PE	Company Officer
J. Brad Pickett, PE	Project Manager
Jose Cano, PE	Sr. Professional
Alexandra Fisher, PE	Sr. Professional
Jean Paul Silva, PE	Sr. Principal Professional
Bernard Steiger, PE	Sr. Principal Professional
John Koroshec, PE	Sr. Principal Professional
Eli Andres	Sr. Professional
Teresa McNally	Senior Administrator

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 portion 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.
- 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.

#### **SECTION 4 CONSTRUCTION COSTS**

- 4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

#### **SECTION 5 BASIS OF COMPENSATION**

- 5.1 The City shall compensate the Consultant for an amount not to exceed \$317,900 exclusive of authorized Reimbursable Expenses, \$324,300 inclusive of Reimbursable expenses, (if authorized) 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 the estimated percentage of work completed for each of the following tasks:

Task 1 – Construction Administrative Services	\$218,000.00	68%
Task 2 – Field Inspection and Observation Services	\$82,100.00	26%
Task 3 – Project Closeout Services	\$17,800.00	6%
Total	\$317,900.00	100%

- 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 are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

## **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**

- 6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Sub-Consultant's in the interest of the Project, as follows:

Not to exceed **\$6,400** without prior written authorization by the City.

- 6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

## **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 for **730 days**, 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.

8.2.2 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;

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]

**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 Hazen and Sawyer, P.C., signing by and through its Vice President, duly authorized to execute same.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan

\_\_\_\_\_ day of \_\_\_\_\_, 2025.

AUTHENTICATION:

\_\_\_\_\_  
City Clerk

(SEAL)

Approved as to form for the City:

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



**CONSULTANT**

HAZEN AND SAWYER, P.C.

BY: \_\_\_\_\_  
Patricia A. Carney, P.E.

TITLE: Vice President

\_\_\_\_ day of \_\_\_\_\_, 2025.

AUTHENTICATE:

\_\_\_\_\_  
Vice President

Robert B. Taylor  
\_\_\_\_\_  
Please type name

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT “1”**

### **SCOPE OF SERVICES**

#### **PROJECT BACKGROUND**

The City of Sunrise (“City”) operates and maintains the City’s Springtree Water Treatment Plant (WTP), which includes a low and medium voltage electrical power distribution system. Critical portions of the electrical system have reached the end of their useful lives and have become a liability to the plant with the potential to limit the flow and volume of water that can be treated and distributed daily.

Specifically, the following low and medium voltage electrical distribution equipment presents liabilities to the plant:

<b>Equipment</b>	<b>Replacement Justification</b>	<b>Phase</b>
Medium Voltage Utility/Generator Switchgear and Controls	<ul style="list-style-type: none"><li>• Configuration does not allow parallel generators</li><li>• Condition assessment indicates replacement is required</li><li>• Spare parts no longer manufactured / difficult to obtain</li><li>• Recent operational failures of internal components</li></ul>	2
Medium Voltage Motor Control Centers (2) (MV-MCC-1A/B)	<ul style="list-style-type: none"><li>• End of useful life (25+ years)</li><li>• Spare Parts no longer manufactured / difficult to obtain</li><li>• Condition Assessment indicates replacement is required</li></ul>	2
Low Voltage Unit Substations (2)	<ul style="list-style-type: none"><li>• End of useful life (25+ years)</li><li>• Testing of equipment creates hazard to staff</li><li>• Condition assessment indicates replacement is required</li></ul>	1
High Service Pump Variable Frequency Drives (3)	<ul style="list-style-type: none"><li>• End of useful life (25+ years)</li><li>• One VFD has failed and unable to obtain replacement parts</li><li>• Condition assessment indicates replacement is required</li><li>• 5kV Isolation Transformers are inefficient</li></ul>	1
480V Motor Control Centers (2)	<ul style="list-style-type: none"><li>• End of useful life (25+ years)</li><li>• Spare Parts no longer manufactured / difficult to obtain</li><li>• Condition assessment indicates replacement is required</li></ul>	1

Hazen and Sawyer, P.C. (“Consultant”) conducted detailed designs for both Phase 1 and Phase 2 of the equipment replacement project outlined above. With the Construction Contract for Phase 2 now awarded, this project agreement includes the following services:

- Construction Administration Services:

## **EXHIBIT “1”**

- Permit and Approval Support: Assist the Contractor in procuring agency permits and approvals.
- Stakeholder Coordination: Facilitate communication and coordination among project stakeholders.

Meeting Support: Attend preconstruction and construction progress review meetings with the Contractor, addressing schedule and coordination issues, and preparing agendas and meeting minutes.

- Submittal Reviews: Provide construction administration services, including the review of shop drawings, operation and maintenance manuals, warranties, and project samples.
  - Change Management: Address Requests for Information (RFIs), contract interpretations, cost proposals and change orders.
  - Payment Application Review: Review and approve payment applications based on the Engineer’s observations of completed work.
- Construction Observation Services:
    - Site Observations: Perform periodic on-site observations to assess contractor progress in alignment with the construction contract documents and schedule.
    - Specialized Inspections: Coordinate specialty inspections by mechanical, structural, and electrical experts during critical phases of construction.
    - Punch List and Closeout: Conduct punch-list and closeout walk-throughs, preparing checklists for substantial and final completion.
    - As-Built Documentation: Provide as-built record drawings at the conclusion of construction to document all installations accurately.

The anticipated construction timeline for this project is as follows:

- Pre-Construction Phase: 6 to 12 months, depending on material and equipment lead times.
  - Substantial Completion: 12 months from the Notice to Proceed, which will be issued on a mutually agreed-upon date between the City and Contractor, based on long lead-time equipment availability.
  - Final Completion: 3 months following Substantial Completion.
- Project Closeout: 6 months following Substantial Completion.

## **EXHIBIT "1"**

**The Scope of Services to be provided by Consultant shall be as follows:**

### **Task 1 - CONSTRUCTION ADMINISTRATION SERVICES**

- 1.01 Assistance to Contractor for Procuring Agency Permits and Approvals:** Consultant shall provide assistance to the Contractor for procuring building permits with the Community Development Department (CDD). Consultant shall provide signed/sealed drawing revisions and submittals as required to obtain permits. Consultant shall also compile, stamp, and package the appropriate submittals in the approved format for CDD. Consultant shall respond to requests for additional information from the City and CDD.
- 1.02 Representation of the City:** The Consultant shall represent the City during the construction phase which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the City to the Contractor shall be communicated through the Consultant unless the City directs otherwise. The Consultant shall act on behalf of the City only to the extent provided in the Project Agreement and in the Contract for Construction. The Consultant shall perform the duties, obligations and responsibilities of the Consultant as set forth in the Contract for Construction to be executed by and between the City and a General Contractor. The Consultant herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference.
- 1.03 Construction Meetings:** Consultant shall attend virtual preconstruction conference and progress meetings (unless otherwise noted) led by the Construction Contractor and the City to review project status and identify issues that may affect the project schedule. CONTRACTOR shall provide City with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs. A summary of the meetings provided under this Contract is shown below:
- One (1) preconstruction conference with the City and Contractor,
  - 12 construction progress meetings, and
- 1.04 Approval of Requests for Payment:** Consultant, the City and City's Inspector will collectively review and agree upon the portion of the Work that has been sufficiently completed in accordance with the Contract Documents. Consultant shall process applications for payment and review accompanying data, confirm the amounts owed, and recommend approval of payments due the Contractor. It is understood that the Consultant recommendation of any payment requested in an application for payment constitutes a representation by the Consultant to the City, based on the on-site observations of construction in progress between the Consultant and the City's Inspector that construction has progressed to the point indicated and on the review of the application for payment and the accompanying data and schedules. In addition, it is understood that to the best of the Consultant's knowledge, information and belief, the quality of construction is in substantial accordance with the Contract Documents; subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and any qualifications stated in the recommendation; and that the Contractor is due the amount recommended. This activity includes review and recommendation of one payment application per month for a total of twelve (12) applications and one final payment application.

## **EXHIBIT "1"**

- 1.05** **Contract Interpretations and Clarifications:** Consultant shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. Non-technical administrative interpretations shall be provided by City. This activity includes a total of ten (10) requests for information to be reviewed and responded to by the Consultant.
- 1.06** **Shop Drawings:** Consultant shall log, track, review and process shop drawings, manufacturer operation and maintenance manuals, and any other submittals which the Construction Contractor is required to submit. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Consultant shall determine the acceptability of materials and equipment proposed by the Construction Contractor. This contract assumes the review of shop drawing submittals inclusive of Operation & Maintenance manuals and potential resubmittals.
- 1.07** **Change Orders:** Consultant shall develop/issue requests for routine project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by City after the project bid date and processed as Change Orders or Field Orders. Consultant shall evaluate the impact of the change request in terms of project cost and schedule. Consultant shall prepare a recommendation of the change request and if accepted, a statement noting that the requested cost/schedule impacts are fair and reasonable. Consultant's analysis of the change request shall be forwarded to City for processing. It is noted that Consultant's Scope of Services does not include claims analysis or litigation support. This Contract assumes up to four (4) change orders through construction.

### **Task 2 – FIELD INSPECTION AND OBSERVATION SERVICES**

**2.01** **Inspection of the Work and Testing:** This scope of services is based upon the assumption that the City will provide a Resident Project Representative (RPR) to assist and supplement the Consultant's part-time RPR's in the performance of field observation services of the proposed Work. The Consultant's RPR will perform the following duties and responsibilities:

- Attend pre-construction conference, construction progress meetings and other job meetings, if necessary.
- Serve as the construction liaison, working primarily with the Contractor(s) superintendent(s) and plant staff.
- Advise the Construction Administrator of the construction progress.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Contractor and Construction Administrator whenever the Inspector believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents or approved Shop Drawings, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.

## **EXHIBIT "1"**

- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor.
- Observe, record, and report appropriate details relative to testing and commissioning procedures for the electrical equipment installation.
- Prepare and submit daily reports with project photographs, on a weekly basis, and maintain a daily diary or log book, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures. Record names, addresses and telephone numbers of Contractor, subcontractor and major supplier personnel.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project(s), and record the outcome of these inspections in the daily report.

Consultant shall conduct periodic on-site observations of construction to assist the City in determining if construction is proceeding in substantial accordance with the Contract Documents. Periodic observations for this effort are based on an average of eight (8) hours every week for 12 months. The timing and frequency of these observations will be based on construction activities. These observations shall be sufficient to certify the project as Engineer-of-Record.

The Consultant's RPR Shall not authorize any deviation from the contract documents or any substitution of materials or equipment unless first authorized in writing by both the Consultant and the City. The CONSULTANT shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The Consultant shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. The Consultant shall not approve any interruptions or modification of City's facilities without the approval of City.

### **Task 3 – Project Closeout Services**

- 3.01**    **Project Acceptance:** Upon receiving notice from the Contractor that the project is substantially complete, Consultant, in conjunction with appropriate City staff, shall develop a punch list of the project. The punch list shall include items needing completion or correction prior to consideration of final acceptance. Consultant shall develop the list with assistance from City. The list shall be forwarded to the Contractor by the Consultant. Upon notification from the Contractor that all remaining punch list items have been resolved, Consultant, in conjunction with appropriate City staff, shall perform a final review of the finished project.
- 3.02**    **Record Drawings:** Consultant shall compile and distribute to the City five (5) sets of as-built plans, using the approved design drawings, signed and sealed by the Engineer of Record. An electronic file of the as-builts, in AutoCAD format, will be submitted to the City after the as-builts have been approved by CDD.

## EXHIBIT "1"

3.03 City's Plant O&M update: New chapter or modifications to the existing chapter will include the following information:

- Design Criteria
  - Description of the modified electrical system
  - Standard Operating Procedures (SOPs)
  - Equipment Lists, for major process components
  - General discussion of regulatory requirements that relate to each process.
1. The new O&M manual chapters will be developed in Microsoft Word format and be converted to PDF format. A graphical type process schematic, isometric diagrams and photos will be included for each process feature to facilitate understanding of each system included. Graphic display information from the SCADA system with descriptions will be incorporated, as applicable. Links in the PDF file will be created to reference to the applicable sections of the vendor furnished O&M information that was provided in the construction project. Examples of the type of information to be included through links including spare parts documentation, lubricants, startup and calibration reports, fabrication drawings, etc.
  2. The O&M Manual Outline will be developed once the format has been approved and all the data and information has been gathered. The data includes but is not limited to; approved O&M Manuals, PDFs of Vendor PLC Control Screens, and SCADA/DCS Control Screens, existing plant procedures, and a Microsoft Word editable version of the existing O&M Document. The CONSULTANT will develop a comprehensive outline of the O&M manual to ensure subject areas related to the electrical system are identified in this effort and will be covered in the manual. This outline will be submitted to the CITY for review and comment. The CONSULTANT will incorporate any comments received and resubmit the outline for final approval.
  3. Standard Operating Procedures will be provided in the O&M chapters developed. DRAFT SOPs will be provided, and not finalized until plant operations field verifies and approves each one. Where available in the existing vendor furnished O&M information provided in construction projects, this information will be included in links to the PDF file. Typical contents proposed for the SOPs includes:
    - a. Startup Procedures
    - b. Normal Operating Procedures (including specific details about how to operate systems both in automatic and manual modes, as applicable).
    - c. Operational Routing and Monitoring Procedures
    - d. Shutdown Procedures
    - e. Abnormal Conditions Response, Troubleshooting & Emergency Shutdown
    - f. Safety considerations will be identified in each SOP.
  4. A draft of the updated O&M chapters and/or subsections will be submitted by CONSULTANT to the CITY in electronic format. Electronic format shall consist of the native Microsoft Word file as well as indexed and linked PDF. The referenced documentation used in the PDF links will also be included on the USB memory drive that is provided to the CITY.
  5. After accepting draft review comments from the CITY, CONSULTANT shall prepare final updated O&M chapters and/or subsections. Submission of the documents shall be in hard copy original (three sets) and electronic format. Electronic format shall

## EXHIBIT "1"

consist of the native Microsoft Word file, Excel Equipment Sheets, as well as indexed and linked PDF files. All documents produced by this effort shall be searchable. Printing of the text will be on both sides of the paper.

6. Identification of the existing sections to be updated will be coordinated between the CITY and CONSULTANT during the project closeout phase of the project. Sections subject to updating will include electrical areas within the document pertaining to work done in the Springtree WTP – Electrical Upgrade Projects – Phase 1 and Phase 2. If existing sections are not present within the O&M manual for the new electrical equipment, they will be generated as described herein, adhering to the general format of the rest of the existing document.

### Assumptions:

- City will provide electronic copies (Microsoft Word and/or PDF) of the existing plant O&M manual for the overall treatment plant processes.
- The format and level of detail for the new chapters and/or subsections will be developed in a format similar to that of the existing plant O&M manual.
- For existing manuals that only exist in hard copy, a hard copy insertion with the relevant information will be provided for the updates and modifications included in this PA. These insertions will be provided in the existing manual bookmarked with a tabbed divider indicating subject of the modified information.
- Training is not included as part of this scope.

### KEY ASSUMPTIONS

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. The **Consultant** shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except Consultant's own employees, subconsultants or other agents) at the project site.
3. The **Consultant** shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto.
4. **Consultant** shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract Documents.
5. Fees for legal assistance are specifically excluded.
6. Notwithstanding the terms and conditions of the Project Agreement, the **Consultant's** Responsibilities shall be solely as detailed in the Scope of Services.
7. The City will pay all permitting and certification fees required.
8. Periodic on-site observations will occur during periods of active new construction. The City Inspector will provide all required inspection services during mobilization, demolition and demobilization construction activities. The Consultant's Resident Project



## **EXHIBIT “1”**

Representative RPR will provide part-time services. Specialty inspection will be provided by structural/mechanical/electrical engineers in addition to the RPR during critical periods of construction activities, as determined by Consultant.

**EXHIBIT “1”**

**SPRINGTREE WTP ELECTRICAL UPGRADES – PHASE 2  
CONSTRUCTION MANAGEMENT SERVICES**

**D E L I V E R A B L E S**

<b>Task</b>	<b>Task Description</b>	<b>Deliverable</b>
<b>1</b>	<b>Services During Construction</b>	
	Assistance to Contractor for Procuring Agency Permits and Approvals	Submittals, Review Comments and Approvals
	Representation of the City	Meeting Minutes, Agendas and Correspondences
	Construction Meetings	Review Contractor Agendas, meeting attendance, review of Schedules and Meeting Coordination Items
	Pay Requests	Review of Applications for Payment as compared to Schedule of Values
	Contract Interpretations and Clarifications	Prepare and Issue Interpretations and Clarifications to Contract Documents
	Shop Drawings	Coordination and Processing of Submittals
	Change Orders	Review, Advise and Process Change Orders
	Record Drawings	Reviews and Recording of Information on Drawings
<b>2</b>	<b>Field Inspection and Observation Services</b>	
	Inspection of the Work and Testing	Inspection and Testing Reports
<b>3</b>	<b>Project Closeout</b>	
	Project Acceptance	Walkthroughs Punch Lists, and Start-up Reports and Substantial and Final Completion Certifications
	Record Drawings	Certification of As-builts and Record Drawings
	City's Plant O&M update	Updated Existing SPT WTP Plant O&M chapters

**EXHIBIT “2”**

**PROJECT SCHEDULE**

**SPRINGTREE WTP ELECTRICAL UPGRADES – PHASE 2  
CONSTRUCTION MANAGEMENT SERVICES**

<b>Task</b>	<b>Task Description</b>	<b>Duration (Calendar Days)</b>
1	Services During Construction	365 + 90 = 455*
2	Field Observation Services	365 + 90 = 455*
3	Project Closeout	365 + 180 = 545*


\*The services provided in this Agreement, by the Consultant will commensurate with the progress of construction and shall be completed within 90 days from the Contractor's receipt of Final Completion for this project. The 455 days listed above represent the expected duration of construction (365 days for Substantial Completion + 90 days for Final Completion = 455 calendar days), from the City's issuance of the notice to start construction activities to the contractor, plus an additional 90 calendar days for the Consultant to complete project closeout activities (545 calendar days).

# Memorandum

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**To:** File

**From:** Alan Gavazzi, Capital Projects Director 

**Date:** March 10, 2025

**Re:** Basis & Justification for Consultant Selection for Professional Engineering Services for  
PA-25-007-HS

Springtree WTP Electrical Upgrades Phase 2 – Construction Management Services

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The Utilities Department assigned professional engineering services to Hazen and Sawyer, P.C. for assistance with contract administration, inspection and observation services for the Springtree WTP Electrical Upgrades Phase 2 construction.

## Basis

The Springtree WTP Electrical Upgrade's project is part of the City's Five-year Capital Improvement Program with funding available for this fiscal year for professional engineering services.

## Justification

Hazen and Sawyer, P.C. has provided the City a reasonable proposal for these design services related to this project and is capable of performing the services based on their experience and availability. This assignment has been evaluated for compliance with the objective of equitable distribution of work to the various design consultants under the Continuing Services Agreement, and it is consistent with that objective.

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## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Services

**Item Number:** 4F

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25069

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**Item Description:**

A Resolution of the City of Sunrise, Florida, Awarding RFP No. 24-09-07-VH and "Standard Contract No. C 25-30-03-VH between the City of Sunrise, Florida and Kilowatt Electric Company" for State Certified Electrical Contractor Services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

Various Departmental Accounts

**Amount:**

Not to exceed budgeted funds for FY 2024/2025.  
Subsequent years' expenditures subject to budget approval.

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**ATTACHMENTS:**

**Background:**

The City of Sunrise requires two State Certified Electrical Contractors to provide electrical contractor services to be used primarily by the Utilities Department and occasionally by other departments citywide. The qualified, licensed, and experienced electrical contractors shall perform various electrical services including electrical work in conjunction with remodeling and installations for small to intermediate sized projects, with each project not to exceed the limit of \$75,000.00 in accordance with Florida State Statute 255.20, and as amended periodically.

The Scope of Services shall include, but is not limited to the following: service calls, emergencies, pulling of electrical permits, various repairs and installations, coordinating inspections and setting up portable emergency generators at various City facilities when required. The locations and services shall include, but are not limited to, water and wastewater treatment plants, irrigation and storm-water pump stations, lift stations, portable generators, parks, city-maintained street lighting, parking lot and sports facility lighting, and other electrical services as needed. It is the City's intent to reach out to either contractor to request quotes based on established performance and capabilities to perform the requested work.

The Purchasing Office issued RFP No 24-09-07-VH for these services and six responses were received on September 4, 2024. Five proposals were deemed responsive and responsible, while one (1) of the proposals was deemed non-responsive. The non-responsive proposer failed to submit complete pricing that was critical to evaluating and scoring their proposal. The evaluation committee evaluated the remaining proposals, shortlisted and ranked the five firms according to the criteria set forth in the RFP. Imperial Electrical Incorporated was the highest ranked firm and Kilowatt Electrical Company was the second highest ranked firm; staff is recommending that the City enter into a contract with both firms for the required services.

Kilowatt Electrical Company is one of the City's current electrical contractors for these types of services and has been satisfactorily performing electrical services for the City. Pricing secured by Staff for Kilowatt Electrical Company remains equal to pricing secured in 2020 thus prices are deemed fair and reasonable.

The initial contract period is for three (3) years with the option to renew the contract for two (2) additional one (1) year periods. All references were favorable for Kilowatt Electrical Company's performance.

The City did not receive proposals from any Sunrise vendor that could provide these services.

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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, AWARDED  
RFP NO. 24-09-07-VH AND “STANDARD CONTRACT NO. C 25-30-03-  
VH BETWEEN THE CITY OF SUNRISE, FLORIDA AND KILOWATT  
ELECTRIC COMPANY” FOR STATE CERTIFIED ELECTRICAL  
CONTRACTOR SERVICES; 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 RFP No. 24-09-07-VH for State Certified Electrical Contractor Services to Kilowatt Electric Company 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. “Standard Contract No. C 25-30-03-VH between the City of Sunrise, Florida and Kilowatt Electric Company” (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A. The Procurement Manager or designee is hereby authorized to execute the Contract.

Section 3. The Procurement Manager or designee is hereby authorized to renew the Contract, and the City Manager is hereby authorized to extend the Contract, in accordance with the terms of the approved Contract. The Procurement Manager shall provide the City Clerk with a copy of any such renewal or extension.

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.

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Thomas P. Moss

**STANDARD CONTRACT NO. C 25-30-03-VH  
BETWEEN THE CITY OF SUNRISE, FLORIDA  
AND KILOWATT ELECTRIC COMPANY**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Kilowatt Electric Company a Florida corporation, (hereinafter referred to as the "Contractor"), whose address is 1700 NW 22<sup>nd</sup> Avenue, Pompano Beach, FL 33069 and whose Federal Identification Number is 65-0406974, incorporates RFP No. 24-09-07-VH and Contractor's Proposal as if fully set forth herein.

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

1. Services

The Contractor's responsibility under this Contract is for State Certified Electrical Contractors as set forth in this Contract and as attached hereto in Exhibit A – Scope of Services, which is attached and made a part of this Contract.

The City's Representative during the performance of this Contract shall be Mark Pacitti, telephone number (954) 888-6016 or designee.

The Contractor's representative during the performance of this Contract shall be Edward Flack, telephone number (954) 975-8200 or designee.

2. Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit B. The 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.

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

### 3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing upon final execution of this Contract. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

### 4. Terms Relating To Price

The cost of all services shall remain firm for the initial Contract period of three (3) year(s). No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension. The City may, after examination, refuse to accept the adjusted costs

if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5. Access and Audits

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

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

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

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional

endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise”.

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

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

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

7.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise  
Attn: Procurement Manager  
Purchasing Office  
10770 West Oakland Park Blvd.  
Sunrise, Florida 33351  
[purchasing@sunrisefl.gov](mailto:purchasing@sunrisefl.gov)

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)

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

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

8. Performance and Payment Bond Not Applicable

9. Termination for Governmental Non-Appropriations

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

10. Termination for Cause

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

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's

representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

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

13. Independent Contractor

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

14. Authority to Practice

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

15. Severability

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



16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

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

18. Subcontracting

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

19. Conflict of Interest

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

20. Contingent Fees

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

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally



during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

## 22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

## 23. Modifications of Work

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

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

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

## 24. Notice

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

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

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

If sent to the Contractor, shall be mailed to:

Edward Flack, President  
Kilowatt Electric Company  
1700 NW 22<sup>nd</sup> Avenue  
Pompano Beach, FL 33069

25. No Damages for Delay

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

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City

to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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

27. Entirety of Contract

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

28. Discriminatory Vendor List

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

29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

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

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal.

31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

### 32. Electronic Recordkeeping

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

### 33. E-Verify – Employment Eligibility

- 33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) 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) verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- 33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 33.4 If City terminates this Contract pursuant to the subsection 33.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

### 34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract

with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §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 Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

### 35. Prohibited Telecommunications Equipment

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

### 36. Antitrust Violations

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

### 37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit C 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.

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

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

**CITY OF SUNRISE**

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

Print: John T. Curran

Title: Procurement Manager

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

Approved as to form and legal sufficiency for the City:

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

Thomas P. Moss  
City Attorney

**CONTRACTOR**

\_\_\_\_\_  
Witness

Kilowatt Electric Company

\_\_\_\_\_  
Witness

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

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

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



## EXHIBIT A

### SCOPE OF SERVICES

#### STATE CERTIFIED ELECTRICAL CONTRACTOR

##### **I. GENERAL:**

The Scope of Services shall include, but is not limited to, providing all labor, parts, materials, equipment, tools, permits and incidentals to repair, install, remove, maintain and perform electrical services for various city facilities. Locations of services shall be identified by the Director of Utilities Designee or Director of Leisure Services Designee and shall include, but are not limited to, City facilities, water and wastewater treatment plants, wastewater lift stations, irrigation and stormwater pump stations, city-maintained street lighting, building interior, exterior, and parking lot lighting, park and sports facility lighting, or other electrical services as required by the City.

This is a time and materials contract for electrical services. Services shall include, but are not limited to, service calls, emergencies, scheduled repairs and maintenance as required by the City. Labor and equipment provided by the Contractor shall be billed to the City based on the hourly rates proposed in the "Proposal Form" attached. The proposed hourly rates shall include full compensation for labor, equipment use, travel time and any other cost (including overhead and profit) to the Contractor. The quantities identified in the Proposal Form is an estimate only. The City reserves the right to add or delete quantities.

Services and Specifications under this contract shall include, but are not limited to:

- A. Submit a written proposal for labor, equipment, parts, materials, and all incidentals required to complete the requested work. Proposals shall be approved by the Director of Utilities Designee or Director of Leisure Services Designee prior to commencement of the work. The City shall not pay for travel time to or from the work site. Any costs related to travel time shall be included in the proposed hourly rate.
- B. Furnish all parts and materials required to perform the work. The City reserves the right to furnish materials to the Contractor. Original invoices for all purchased materials shall be presented to the City for reimbursement. Parts and materials provided by the contractor shall be reimbursed at cost plus percentage (%) mark-up as indicated on the Cost Proposal Form.
- C. Assign the proper level of electricians (master electrician, journeyman electrician and apprentice electrician) for each service call. The Contractor shall only dispatch their staff having the minimum requirements to complete each job to avoid unnecessary labor costs.

- D. Replace or install new electrical equipment, wiring, or any related electrical work as needed. Replacement components and equipment shall be the original equipment manufacturer if available. The Contractor shall request approval from the Director of Utilities Designee or Director of Leisure Services Designee to use substitute components and equipment, and shall submit product information data sheets if requested.
- E. Troubleshoot, repair, install, or replace city facility indoor and outdoor lighting, parking lot lighting, city maintained street and decorative lighting, welcome sign and roadway entrance feature lighting, landscaping, park, and sports facility lighting, and their electrical systems including but not limited to: pole replacement, fixtures and lamps (including LED), ballasts, wiring, fuses, circuit breakers, surge protectors, photocells, lighting contactors, control panels, transformers, and disconnect switches. Replacement fixtures, lamps, and/or poles shall match existing fixtures, lamps, and/or poles currently in use. Replacement lighting components shall be UL listed for such application(s).
- F. Troubleshoot, repair, install, and perform maintenance for irrigation, stormwater, and wastewater pumping stations electrical systems including but not limited to: new service connection and meter, motor starters and control panels, breaker panels, automatic transfer switches, motor repair or replacement, disconnect switches, transformers, float switches, gate actuators, and site lighting,
- G. Troubleshoot, repair, install, and perform maintenance for water and wastewater treatment plant electrical systems including but not limited to: 480V to 4160V switch gear and electrical distribution equipment, motor control centers, power breaker panels, disconnect switches, automatic transfer switches, motor repair or replacement, variable frequency drives and soft starters, transformers, low voltage control systems, process control devices, metering pumps, motorized valves, and site lighting.
- H. Connect portable emergency generators within the Sunrise service area and other locations identified by the City.
- I. Provide the proper aerial lift equipment with sufficient height and reach to perform the work at the rates specified contract rates.
- J. Perform electrical remodeling and installation for small projects, or other electrical work not specified above, not to exceed \$75,000.

## II. REQUIREMENTS OF THE CONTRACTOR

The Contractor shall be a State of Florida licensed Electrical Contractor.

### **Response Time:**

- A. Seventy-two (72) hours: To assess the work and provide a proposal.

- B. One (1) week: For proposal review and issuance of a Purchase Order or work order.
- C. One (1) week: After issuance of a purchase order or work order, the Contractor must be mobilized on the job.
- D. Normal working hours are Monday- Friday, 8:00 a.m. to 5:00 p.m. (excluding City holidays).

**On-Call/Emergency Services:**

- E. The Contractor shall be available for emergency call and respond on site within two (2) hours after being notified by the City. The Contractor shall be available 24-hours a day, 7-days per week, including holidays.
- F. The Contractor may be required to respond to on-call / emergency services at multiple city facilities or locations at any one time, and shall be adequately staffed to respond within the mentioned time schedules.
- G. The Contractor's employee(s) shall be required to carry a valid photo ID at all times identifying such person(s) as an authorized employee of the Contractor. Access to city water treatment plants is restricted, and requires a security pass that is issued upon the employee presenting a valid driver's license, state-issued ID card, or other approved ID (Exhibit D).
- H. Supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- I. At least one employee on each job site shall clearly speak and understand English.
- J. All work shall be performed in accordance with the latest published editions of the National Electric Code (NEC), the Florida Building Code, OSHA, and any other required federal, state, and local codes, laws, and standards, that apply to the work.
- K. A licensed journeyman electrician must be present at each jobsite. However, the Director of Utilities Designee or Director of Leisure Services Designee may request additional licensed journeyman electricians or a Master Electrician be present depending on the complexity and level of experience required to perform the work.

- L. The Contractor shall provide the sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment required to perform the work. The Contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials, as well as proper billing for hours worked and equipment used. The use of City equipment and tools shall not be permitted.
- M. The Contractor is responsible to provide all safety equipment to properly complete the required job tasks.
- N. The City shall not be assessed charges for on-call/emergency service under the following circumstances:
1. City determines that the need for such service was a direct result of the Contractor's negligence or failure to perform services under this contract.
  2. Deficiency in the work performed by the Contractor, that results in failure of the installed equipment.
- O. Contractor shall procure all required permits to perform and complete the work. The Contractor shall prepare and submit all documents needed to obtain the required permits. This shall include but is not limited to: plans, shop drawings, and engineering calculations signed and sealed by a State of Florida registered Professional Engineer. Payment of permit fees will be the responsibility of the Contractor, and will be reimbursed by the City at cost. All work is subject to the inspection and approval of the City's Building Official, Director of Utilities, Director of Leisure Services, or his/her designee. The Original permit documents with final inspection approval must be submitted to the Director of Utilities Designee or Director of Leisure Services Designee upon completion of the work and prior to final payment.
- P. Notify Sunshine One Call prior to excavation. Verify the location of all underground utilities. Hand digging shall be utilized to verify the location of critical facilities such as power lines, gas lines, and fiber optic cables. The Contractor shall notify the Director of Utilities Designee or Director of Leisure Services Designee immediately if trees or other plant material obstruct the overhead or underground work area. The Contractor shall be responsible for the immediate repair of any damage to utilities, city or private property caused by performance of the work.
- Q. Provide Maintenance of Traffic (MOT) for work performed in or accessed from the right-of-way. The Contractor shall submit a certified Maintenance of Traffic (MOT) plan to the City prior to the commencement of work within the right-of-way. The closing of through traffic will not be permitted without appropriate approved permits from the City's Community Development Department (CDD) and written

consent from the City. The Contractor shall maintain traffic within the limits of the work for the duration of the construction period.

- R. Clean up work site from any debris caused by work performed by prior to leaving the premises. All work sites shall be restored to its existing condition or better. The Contractor shall be responsible for payment of fines or legal fees for spillage oil or other pollutants on to the ground or in the waterways.
- S. The Contractor shall warranty all materials and workmanship for one (1) year from the date of the City's acceptance (i.e. final permit signed off). The work shall be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. The Contractor also warrants that all new equipment and replacement parts will function properly for a period of one (1) year from the City's acceptance, and that such items will be new and of original manufacture.

END OF SECTION

## **EXHIBIT B**

### **PRICING**

<b>Item No.</b>	<b>Description</b>	<b>Unit Cost</b>
<b>Labor Hourly Rate During Normal Hours (Monday to Friday 8:00 am – 5:00 pm)</b>		
1.	Apprentice Electrician	\$ <u>50.00</u> /hr
2.	Licensed Journeyman Electrician	\$ <u>70.00</u> /hr
3.	Master Electrician	\$ <u>85.00</u> /hr
<b>Labor Hourly Rate Outside Normal Hours (Before 8:00 am, after 5 pm, Weekend, and Holidays)</b>		
4.	Apprentice Electrician	\$ <u>78.00</u> /hr
5.	Licensed Journeyman Electrician	\$ <u>105.00</u> /hr
6.	Master Electrician	\$ <u>130.00</u> /hr
<b>Labor Hourly Rate for Administrative Cost</b>		
7.	Administrative cost per hour, for application and preparation for permitting documentation	\$ <u>50.00</u> /hr
8.	Administrative cost per hour, for preparation of drawings and engineering calculations, when requested	\$ <u>75.00</u> /hr

<b>Labor Hourly Rate for Specialty Equipment and Operators</b>		
9.	Provide Maintenance of Traffic Plan And Maintenance of Traffic	<u>\$120.60</u> /hr
10.	Arrow Board with Operator	<u>\$50.00</u> /hr
11.	Aerial Lift Truck 65' with Operator	<u>\$150.00</u> /hr
12.	Aerial Lift Truck 110' with Operator	<u>\$395.00</u> /hr
13.	Aerial Lift Truck 135' with operator	<u>\$430.00</u> /hr
14.	30' 2-Man Lift	<u>\$65.00</u> /hr
15.	Crane Truck with Operator	<u>\$120.00</u> /hr
16.	Mini Excavator with Operator	<u>\$65.00</u> /hr
17.	Auger - 9' Depth up to 24" Dia.	<u>\$80.00</u> /hr
18.	Trencher w/3' Digging Depth & Rock Chain	<u>\$125.00</u> /hr
19.	Installation of one 2" HDPE Conduit Underground / Pavement by Directional Bore Method	<u>\$32.00</u> /ft
20.	Installation of one 3" HDPE Conduit Underground / Pavement by Directional Bore Method	<u>\$35.00</u> /ft

21.	Installation of one 4" HDPE Conduit Underground / Pavement by Directional Bore Method	\$ <u>40.00</u> /ft
<b>Material Mark-Up</b>		
22.	<b>Mark-Up percentage shall not exceed 15%.</b>	<u>15%</u>

Contractor shall furnish materials and parts required to perform the work. The City reserves the right to furnish materials to the Contractor. Original purchase invoices for all purchased materials shall be presented to the City for reimbursement. Parts and materials provided by the contractor shall be reimbursed at cost plus percentage (%) mark-up.

END OF SECTION



## EXHIBIT C

### AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

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

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

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

Entity: \_\_\_\_\_ Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_ My commission expires: \_\_\_\_\_

## EXHIBIT D

### SECURITY PROCEDURE FORM

The Vendor shall be responsible for and required to complete a VENDOR PASS REQUEST FORM, with photo identification of all personnel authorized to be at Utility sites. Changes in personnel, additions and/or deletions, shall be reported to the City's designated representative in the Utilities Department within twenty-four (24) hours of the change in writing.

All personnel shall report to the Security Guard or Operator on duty at each site for check-in upon arrival at any Utility location. Photo identification of person, their purpose of visit, and name of contact person at Utilities, shall be required for entry.

Vendor shall ensure that only authorized Vendor employees, sub-vendors or agents shall have access to Vendor City vehicles, work site, equipment, work products, reports, electronic data and any and all other information in any written or verbal format pertaining to the City of Sunrise. Vendor shall not admit any unauthorized personnel onto any Utility site. Vendor will not release, discuss or share any information on Utility system, equipment and or operations, to any non-City personnel.

Upon leaving Utilities premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

This requirement and responsibility of Vendor shall remain for the Agreement term and Agreement extensions. Any references of Vendor personnel herein shall include employees, subvendors or agents of Vendor. This facility access requirement is to assure security to City's facilities and shall be considered a material term of this Agreement. Vendor shall have no claim or rights against City for its failure to comply with this requirement and shall be responsible to timely complete its work under the terms of the Agreement.

The foregoing has been read and is acknowledged by the following authorized representative.

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"SAMPLE" VENDOR PASS REQUEST**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_  
\_\_\_\_\_

Vendor Contact Name \_\_\_\_\_

Vendor Contact Phone Number \_\_\_\_\_

List of Contractor Employees Requiring Entry to City of Sunrise Utility Facilities  
(Attach copy of Picture Identification (State or Federal) for all persons listed)

Name		Work to be Performed

# RFP 24-09-07-VH - State Certified Electrical Contractor Services

Evaluation and Ranking

	VENDOR	Hinterland Group Inc.			Imperial Electrical Incorporated			Kilowatt Electric Company			Smerkers Electric Inc.			Solar Champs, LLC dba Champs Pro Services		
Criteria No.	Points	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3
1	Organizational Overview - Qualification, Key Personnel, demonstrated experience as it relates to this RFP. Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, certifications, number of employees, an organizational chart identifying key staff members, their level of responsibility, their job titles. Provide a detailed summary of proposer's familiarity with the scope of services including specific examples of successfully completed projects similar to the scope in size and complexity within the past 5-years.Possible Points: 25	15	12	15	20	20	25	20	15	25	10	15	10	10	14	10
2	Technical Proposal /Methodology - Firm's Technical Response to RFP's Scope of Service. Explain the Scope of Services as understood by the proposer and detail the approach taken to identify mobilization, operational plans, work procedures, emergency response, and their processing system to support the needs and objectives of the scope of services as described in this RFP. Provide a detailed summary of how the proposer intends to provide schedule control, cost proposals, job supervision, cost and quality control for services specified herein. Possible Points: 25	20	17	20	20	17	25	20	17	25	15	17	15	20	15	15
3	Available Resources and Capacity Submit proof of the required insurances with the limits specified herein or provide ability to obtain insurances as required. Ability to show that the proposer has the proper resources needed to fulfill the delivery of services including, but not limited to, staffing, equipment and material. Provide detail information about the location of the current and projected workloads of the proposer. Possible Points: 25	10	14	10	20	20	20	25	18	22	10	16	10	10	14	10
4	Cost Proposal - Price Point Methodology (A/B x C = D). Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D. (See Price Schedule). Possible Points: 25	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
	Total Points - without pricing points	45	43	45	60	57	70	65	50	72	35	48	35	40	43	35
	Average Points - without pricing points		44.33			62.33			62.33			39.33			39.33	
	Pricing Points	3.39			25.00			10.07			8.65			10.03		
	<b>TOTAL POINTS</b>	<b>47.73</b>			<b>87.33</b>			<b>72.41</b>			<b>47.98</b>			<b>49.36</b>		

## RANKING

- 1 - Imperial Electrical Incorporated
- 2 - Kilowatt Electric Company
- 3 - Solar Champs, LLC dba Champs Pro Services
- 4 - Smerkers Electric Inc.
- 5 - Hinterland Group Inc.

Notes:  
"D" Electrician Technical Services Inc. was deemed non-responsive due to an incomplete cost proposal.

Firms 1 and 2 were recommended for negotiations.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

KILOWATT ELECTRIC COMPANY

### Filing Information

**Document Number** P93000023334

**FEI/EIN Number** 65-0406974

**Date Filed** 03/25/1993

**State** FL

**Status** ACTIVE

### Principal Address

1700 NW 22ND AVENUE  
POMPANO BEACH, FL 33069

Changed: 03/25/2009

### Mailing Address

1700 NW 22ND AVENUE  
POMPANO BEACH, FL 33069

Changed: 03/25/2009

### Registered Agent Name & Address

FLACK, EDWARD D  
1700 NW 22ND AVENUE  
POMPANO BEACH, FL 33069

Name Changed: 05/02/2000

Address Changed: 03/25/2009

### Officer/Director Detail

#### **Name & Address**

Title PD

FLACK, EDWARD  
1700 NW 22ND AVE  
POMPANO BEACH, FL 33069

Title TS

FLACK, SHAINA M  
1700 NW 22ND AVE  
POMPANO BEACH, FL 33069

**Annual Reports**

Report Year	Filed Date
2022	01/24/2022
2023	01/23/2023
2024	01/23/2024

**Document Images**

<a href="#">01/23/2024 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2023 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/11/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/13/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/07/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/16/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">06/11/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/05/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/28/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/2009 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">01/22/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/08/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/11/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/02/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/03/2006 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/11/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/29/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/17/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/02/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/22/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/15/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">08/14/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/27/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">05/01/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations



## AGENDA ITEM REQUEST

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**Originating Department:** Purchasing

**Item Title:** Services

**Item Number:** 4G

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25068

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**Item Description:**

A Resolution of the City of Sunrise, Florida, Awarding RFP No. 24-09-07-VH and "Standard Contract No. C 25-31-03-VH between the City of Sunrise, Florida and Imperial Electrical Incorporated" for State Certified Electrical Contractor Services; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

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**Funding:**

Various Departmental Accounts

**Amount:**

Not to exceed budgeted funds for FY 2024/2025.  
Subsequent years' expenditures subject to budget approval.

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**ATTACHMENTS:**



**Background:**

The City of Sunrise requires two State Certified Electrical Contractors to provide electrical contractor services to be used primarily by the Utilities Department and occasionally by other departments citywide. The qualified, licensed, and experienced electrical contractors shall perform various electrical services including electrical work in conjunction with remodeling and installations for small to intermediate sized projects, with each project not to exceed the limit of \$75,000.00 in accordance with Florida State Statute 255.20, and as amended periodically.

The Scope of Services shall include, but is not limited to the following: service calls, emergencies, pulling of electrical permits, various repairs and installations, coordinating inspections and setting up portable emergency generators at various City facilities when required. The locations and services shall include, but are not limited to, water and wastewater treatment plants, irrigation and storm-water pump stations, lift stations, portable generators, parks, city-maintained street lighting, parking lot and sports facility lighting, and other electrical services as needed. It is the City's intent to reach out to either contractor to request quotes based on established performance and capabilities to perform the requested work.

The Purchasing Office issued RFP No 24-09-07-VH for these services and six responses were received on September 4, 2024. Five proposals were deemed responsive and responsible, while one of the proposals was deemed non-responsive. The non-responsive proposer failed to submit complete pricing that was critical to evaluating and scoring their proposal. The evaluation committee evaluated the remaining proposals, shortlisted and ranked the five firms according to the criteria set forth in the RFP. Imperial Electrical Incorporated was the highest ranked firm and Kilowatt Electrical Company was the second highest ranked firm; staff is recommending that the City enter into a contract with both firms for the required services.

Imperial Electrical Incorporated is one of the City's current electrical contractors for these types of services and has been satisfactorily performing electrical services for the City. Pricing secured by Staff for Imperial Electrical Incorporated ranges from 0% to 40% increases on the respective line items as compared to pricing secured in 2020. When comparing prices to all other submittals, pricing is deemed fair and reasonable.

The initial contract period is for three years with the option to renew the contract for two additional one-year periods. All references were favorable for Imperial Electrical Incorporated's performance.

The City did not receive proposals from any Sunrise vendor that could provide these services.

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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, AWARDED RFP NO. 24-09-07-VH AND “STANDARD CONTRACT NO. C 25-31-03-VH BETWEEN THE CITY OF SUNRISE, FLORIDA AND IMPERIAL ELECTRICAL INCORPORATED” FOR STATE CERTIFIED ELECTRICAL CONTRACTOR SERVICES; 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 RFP No. 24-09-07-VH for State Certified Electrical Contractor Services to Imperial Electrical Incorporated 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. “Standard Contract No. C 25-31-03-VH between the City of Sunrise, Florida and Imperial Electrical Incorporated” (Contract) is hereby approved. A copy of the Contract is attached hereto and made part of this Resolution as Exhibit A. The Procurement Manager or designee is hereby authorized to execute the Contract.

Section 3. The Procurement Manager or designee is hereby authorized to renew the Contract, and the City Manager is hereby authorized to extend the Contract, in accordance with the terms of the approved Contract. The Procurement Manager shall provide the City Clerk with a copy of any such renewal or extension.

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

**STANDARD CONTRACT NO. C 25-31-03-VH  
BETWEEN THE CITY OF SUNRISE, FLORIDA  
AND IMPERIAL ELECTRICAL INCORPORATED**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Imperial Electrical Incorporated a Florida corporation, (hereinafter referred to as the "Contractor"), whose address is 951 NW 51 Place, Ft. Lauderdale, FL 33309 and whose Federal Identification Number is 01-0635999, incorporates RFP No. 24-09-07-VH and Contractor's Proposal as if fully set forth herein.

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

1.     Services

The Contractor's responsibility under this Contract is for State Certified Electrical Contractors as set forth in this Contract and as attached hereto in Exhibit A – Scope of Services, which is attached and made a part of this Contract.

The City's Representative during the performance of this Contract shall be Mark Pacitti, telephone number (954) 888-6016 or designee.

The Contractor's representative during the performance of this Contract shall be Michael Terango, telephone number (954) 325-2133 or designee.

2.     Payments

The Contractor will bill the City at the completion of each job for Services rendered toward the completion of the work defined herein at the rates listed in Exhibit B. The 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.

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

### 3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing upon final execution of this Contract. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

### 4. Terms Relating To Price

The cost of all services shall remain firm for the initial Contract period of three (3) year(s). No cost increases shall be accepted during this initial Contract term. Thereafter, any extensions shall be subject to the following:

Costs for any extension term shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase or decrease in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI for extension terms shall be that latest index published and available ninety (90) days prior to the end of the Contract year then in effect, as compared to the index for the comparable month, one (1) year prior.

Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the end of the initial Contract term, and, for extension terms, at least ninety (90) days prior to the end of the Contract year then in effect. Any approved cost adjustments shall become effective upon the beginning date of the approved Contract extension. The City may, after examination, refuse to accept the adjusted costs

if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient.

5. Access and Audits

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

6. Truth-In-Negotiation Certificate

Signature of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

7. Insurance Requirements

7.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

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

7.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional

endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise”.

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

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

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

7.7 Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise  
Attn: Procurement Manager  
Purchasing Office  
10770 West Oakland Park Blvd.  
Sunrise, Florida 33351  
[purchasing@sunrisefl.gov](mailto:purchasing@sunrisefl.gov)

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)



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

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

8. Performance and Payment Bond Not Applicable

9. Termination for Governmental Non-Appropriations

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

10. Termination for Cause

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

11. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and accepted by the City's

representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

12. Indemnification

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

13. Independent Contractor

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

14. Authority to Practice

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

15. Severability

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

16. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 9 and 11, each party will be responsible for their own attorneys' fees and costs.

17. Successors and Assigns

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

18. Subcontracting

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

19. Conflict of Interest

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

20. Contingent Fees

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

21. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally

during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

## 22. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

## 23. Modifications of Work

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

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

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

## 24. Notice

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

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

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

If sent to the Contractor, shall be mailed to:

Michael Terango, President  
Imperial Electrical Incorporated  
1700 NW 22<sup>nd</sup> Avenue  
Pompano Beach, FL 33069

25. No Damages for Delay

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

26. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian

of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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

27. Entirety of Contract

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

28. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to



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

#### 29. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

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

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

#### 30. Order of Precedence

In the event the terms of this Contract conflict with the City's RFP or Contractor's Proposal, the conflict shall be resolved by giving the documents the following order of priority: this Contract, the City's RFP, and Contractor's Proposal.

#### 31. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

#### 32. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and

Rule 1B-26.003(6)(g), Florida Administrative Code.

33. E-Verify – Employment Eligibility

- 33.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) 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) verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.
- 33.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- 33.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 33.4 If City terminates this Contract pursuant to the subsection 33.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

34. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §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 Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

### 35. Prohibited Telecommunications Equipment

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

### 36. Antitrust Violations

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

### 37. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit C 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.

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

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

**CITY OF SUNRISE**

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

Print: John T. Curran

Title: Procurement Manager

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

Approved as to form and legal sufficiency for the City:

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

Thomas P. Moss  
City Attorney

**CONTRACTOR**

\_\_\_\_\_  
Witness

Imperial Electrical Incorporated

\_\_\_\_\_  
Witness

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

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

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

## EXHIBIT A

### SCOPE OF SERVICES

#### STATE CERTIFIED ELECTRICAL CONTRACTOR

##### **I. GENERAL:**

The Scope of Services shall include, but is not limited to, providing all labor, parts, materials, equipment, tools, permits and incidentals to repair, install, remove, maintain and perform electrical services for various city facilities. Locations of services shall be identified by the Director of Utilities Designee or Director of Leisure Services Designee and shall include, but are not limited to, City facilities, water and wastewater treatment plants, wastewater lift stations, irrigation and stormwater pump stations, city-maintained street lighting, building interior, exterior, and parking lot lighting, park and sports facility lighting, or other electrical services as required by the City.

This is a time and materials contract for electrical services. Services shall include, but are not limited to, service calls, emergencies, scheduled repairs and maintenance as required by the City. Labor and equipment provided by the Contractor shall be billed to the City based on the hourly rates proposed in the "Proposal Form" attached. The proposed hourly rates shall include full compensation for labor, equipment use, travel time and any other cost (including overhead and profit) to the Contractor. The quantities identified in the Proposal Form is an estimate only. The City reserves the right to add or delete quantities.

Services and Specifications under this contract shall include, but are not limited to:

- A. Submit a written proposal for labor, equipment, parts, materials, and all incidentals required to complete the requested work. Proposals shall be approved by the Director of Utilities Designee or Director of Leisure Services Designee prior to commencement of the work. The City shall not pay for travel time to or from the work site. Any costs related to travel time shall be included in the proposed hourly rate.
- B. Furnish all parts and materials required to perform the work. The City reserves the right to furnish materials to the Contractor. Original invoices for all purchased materials shall be presented to the City for reimbursement. Parts and materials provided by the contractor shall be reimbursed at cost plus percentage (%) mark-up as indicated on the Cost Proposal Form.
- C. Assign the proper level of electricians (master electrician, journeyman electrician and apprentice electrician) for each service call. The Contractor shall only dispatch their staff having the minimum requirements to complete each job to avoid unnecessary labor costs.

- D. Replace or install new electrical equipment, wiring, or any related electrical work as needed. Replacement components and equipment shall be the original equipment manufacturer if available. The Contractor shall request approval from the Director of Utilities Designee or Director of Leisure Services Designee to use substitute components and equipment, and shall submit product information data sheets if requested.
- E. Troubleshoot, repair, install, or replace city facility indoor and outdoor lighting, parking lot lighting, city maintained street and decorative lighting, welcome sign and roadway entrance feature lighting, landscaping, park, and sports facility lighting, and their electrical systems including but not limited to: pole replacement, fixtures and lamps (including LED), ballasts, wiring, fuses, circuit breakers, surge protectors, photocells, lighting contactors, control panels, transformers, and disconnect switches. Replacement fixtures, lamps, and/or poles shall match existing fixtures, lamps, and/or poles currently in use. Replacement lighting components shall be UL listed for such application(s).
- F. Troubleshoot, repair, install, and perform maintenance for irrigation, stormwater, and wastewater pumping stations electrical systems including but not limited to: new service connection and meter, motor starters and control panels, breaker panels, automatic transfer switches, motor repair or replacement, disconnect switches, transformers, float switches, gate actuators, and site lighting,
- G. Troubleshoot, repair, install, and perform maintenance for water and wastewater treatment plant electrical systems including but not limited to: 480V to 4160V switch gear and electrical distribution equipment, motor control centers, power breaker panels, disconnect switches, automatic transfer switches, motor repair or replacement, variable frequency drives and soft starters, transformers, low voltage control systems, process control devices, metering pumps, motorized valves, and site lighting.
- H. Connect portable emergency generators within the Sunrise service area and other locations identified by the City.
- I. Provide the proper aerial lift equipment with sufficient height and reach to perform the work at the rates specified contract rates.
- J. Perform electrical remodeling and installation for small projects, or other electrical work not specified above, not to exceed \$75,000.

## II. REQUIREMENTS OF THE CONTRACTOR

The Contractor shall be a State of Florida licensed Electrical Contractor.

### **Response Time:**

- A. Seventy-two (72) hours: To assess the work and provide a proposal.

- B. One (1) week: For proposal review and issuance of a Purchase Order or work order.
- C. One (1) week: After issuance of a purchase order or work order, the Contractor must be mobilized on the job.
- D. Normal working hours are Monday- Friday, 8:00 a.m. to 5:00 p.m. (excluding City holidays).

**On-Call/Emergency Services:**

- E. The Contractor shall be available for emergency call and respond on site within two (2) hours after being notified by the City. The Contractor shall be available 24-hours a day, 7-days per week, including holidays.
- F. The Contractor may be required to respond to on-call / emergency services at multiple city facilities or locations at any one time, and shall be adequately staffed to respond within the mentioned time schedules.
- G. The Contractor's employee(s) shall be required to carry a valid photo ID at all times identifying such person(s) as an authorized employee of the Contractor. Access to city water treatment plants is restricted, and requires a security pass that is issued upon the employee presenting a valid driver's license, state-issued ID card, or other approved ID (Exhibit D).
- H. Supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Contractor's expense.
- I. At least one employee on each job site shall clearly speak and understand English.
- J. All work shall be performed in accordance with the latest published editions of the National Electric Code (NEC), the Florida Building Code, OSHA, and any other required federal, state, and local codes, laws, and standards, that apply to the work.
- K. A licensed journeyman electrician must be present at each jobsite. However, the Director of Utilities Designee or Director of Leisure Services Designee may request additional licensed journeyman electricians or a Master Electrician be present depending on the complexity and level of experience required to perform the work.

- L. The Contractor shall provide the sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment required to perform the work. The Contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials, as well as proper billing for hours worked and equipment used. The use of City equipment and tools shall not be permitted.
- M. The Contractor is responsible to provide all safety equipment to properly complete the required job tasks.
- N. The City shall not be assessed charges for on-call/emergency service under the following circumstances:
  - 1. City determines that the need for such service was a direct result of the Contractor's negligence or failure to perform services under this contract.
  - 2. Deficiency in the work performed by the Contractor, that results in failure of the installed equipment.
- O. Contractor shall procure all required permits to perform and complete the work. The Contractor shall prepare and submit all documents needed to obtain the required permits. This shall include but is not limited to: plans, shop drawings, and engineering calculations signed and sealed by a State of Florida registered Professional Engineer. Payment of permit fees will be the responsibility of the Contractor, and will be reimbursed by the City at cost. All work is subject to the inspection and approval of the City's Building Official, Director of Utilities, Director of Leisure Services, or his/her designee. The Original permit documents with final inspection approval must be submitted to the Director of Utilities Designee or Director of Leisure Services Designee upon completion of the work and prior to final payment.
- P. Notify Sunshine One Call prior to excavation. Verify the location of all underground utilities. Hand digging shall be utilized to verify the location of critical facilities such as power lines, gas lines, and fiber optic cables. The Contractor shall notify the Director of Utilities Designee or Director of Leisure Services Designee immediately if trees or other plant material obstruct the overhead or underground work area. The Contractor shall be responsible for the immediate repair of any damage to utilities, city or private property caused by performance of the work.
- Q. Provide Maintenance of Traffic (MOT) for work performed in or accessed from the right-of-way. The Contractor shall submit a certified Maintenance of Traffic (MOT) plan to the City prior to the commencement of work within the right-of-way. The closing of through traffic will not be permitted without appropriate approved permits from the City's Community Development Department (CDD) and written

consent from the City. The Contractor shall maintain traffic within the limits of the work for the duration of the construction period.

- R. Clean up work site from any debris caused by work performed by prior to leaving the premises. All work sites shall be restored to its existing condition or better. The Contractor shall be responsible for payment of fines or legal fees for spillage oil or other pollutants on to the ground or in the waterways.
- S. The Contractor shall warranty all materials and workmanship for one (1) year from the date of the City's acceptance (i.e. final permit signed off). The work shall be free from defects in material and workmanship and that all services and material furnished shall be in accordance with the requirements of this Contract. The Contractor also warrants that all new equipment and replacement parts will function properly for a period of one (1) year from the City's acceptance, and that such items will be new and of original manufacture.

END OF SECTION



## **EXHIBIT B**

### **PRICING**

<b>Item No.</b>	<b>Description</b>	<b>Unit Cost</b>
<b>Labor Hourly Rate During Normal Hours (Monday to Friday 8:00 am – 5:00 pm)</b>		
1.	Apprentice Electrician	\$ <u>28.00</u> /hr
2.	Licensed Journeyman Electrician	\$ <u>50.00</u> /hr
3.	Master Electrician	\$ <u>50.00</u> /hr
<b>Labor Hourly Rate Outside Normal Hours (Before 8:00 am, after 5 pm, Weekend, and Holidays)</b>		
4.	Apprentice Electrician	\$ <u>28.00</u> /hr
5.	Licensed Journeyman Electrician	\$ <u>50.00</u> /hr
6.	Master Electrician	\$ <u>50.00</u> /hr
<b>Labor Hourly Rate for Administrative Cost</b>		
7.	Administrative cost per hour, for application and preparation for permitting documentation	\$ <u>25.00</u> /hr
8.	Administrative cost per hour, for preparation of drawings and engineering calculations, when requested	\$ <u>25.00</u> /hr

<b>Labor Hourly Rate for Specialty Equipment and Operators</b>		
9.	Provide Maintenance of Traffic Plan And Maintenance of Traffic	<u>\$25.00</u> /hr
10.	Arrow Board with Operator	<u>\$45.00</u> /hr
11.	Aerial Lift Truck 65' with Operator	<u>\$65.00</u> /hr
12.	Aerial Lift Truck 110' with Operator	<u>\$65.00</u> /hr
13.	Aerial Lift Truck 135' with operator	<u>\$65.00</u> /hr
14.	30' 2-Man Lift	<u>\$10.00</u> /hr
15.	Crane Truck with Operator	<u>\$55.00</u> /hr
16.	Mini Excavator with Operator	<u>\$35.00</u> /hr
17.	Auger - 9' Depth up to 24" Dia.	<u>\$25.00</u> /hr
18.	Trencher w/3' Digging Depth & Rock Chain	<u>\$15.00</u> /hr
19.	Installation of one 2" HDPE Conduit Underground / Pavement by Directional Bore Method	<u>\$10.00</u> /ft
20.	Installation of one 3" HDPE Conduit Underground / Pavement by Directional Bore Method	<u>\$15.00</u> /ft

21.	Installation of one 4" HDPE Conduit Underground / Pavement by Directional Bore Method	\$ <u>20.00</u> /ft
<b>Material Mark-Up</b>		
22.	<b>Mark-Up percentage shall not exceed 15%.</b>	<u>15%</u>

Contractor shall furnish materials and parts required to perform the work. The City reserves the right to furnish materials to the Contractor. Original purchase invoices for all purchased materials shall be presented to the City for reimbursement. Parts and materials provided by the contractor shall be reimbursed at cost plus percentage (%) mark-up.

END OF SECTION

## EXHIBIT C

### AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

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

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

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

Entity: \_\_\_\_\_ Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_ My commission expires: \_\_\_\_\_

## EXHIBIT D

### SECURITY PROCEDURE FORM

The Vendor shall be responsible for and required to complete a VENDOR PASS REQUEST FORM, with photo identification of all personnel authorized to be at Utility sites. Changes in personnel, additions and/or deletions, shall be reported to the City's designated representative in the Utilities Department within twenty-four (24) hours of the change in writing.

All personnel shall report to the Security Guard or Operator on duty at each site for check-in upon arrival at any Utility location. Photo identification of person, their purpose of visit, and name of contact person at Utilities, shall be required for entry.

Vendor shall ensure that only authorized Vendor employees, sub-vendors or agents shall have access to Vendor City vehicles, work site, equipment, work products, reports, electronic data and any and all other information in any written or verbal format pertaining to the City of Sunrise. Vendor shall not admit any unauthorized personnel onto any Utility site. Vendor will not release, discuss or share any information on Utility system, equipment and or operations, to any non-City personnel.

Upon leaving Utilities premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

This requirement and responsibility of Vendor shall remain for the Agreement term and Agreement extensions. Any references of Vendor personnel herein shall include employees, subvendors or agents of Vendor. This facility access requirement is to assure security to City's facilities and shall be considered a material term of this Agreement. Vendor shall have no claim or rights against City for its failure to comply with this requirement and shall be responsible to timely complete its work under the terms of the Agreement.

The foregoing has been read and is acknowledged by the following authorized representative.

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**"SAMPLE" VENDOR PASS REQUEST**

Vendor Name \_\_\_\_\_

Vendor Address \_\_\_\_\_  
\_\_\_\_\_

Vendor Contact Name \_\_\_\_\_

Vendor Contact Phone Number \_\_\_\_\_

List of Contractor Employees Requiring Entry to City of Sunrise Utility Facilities  
(Attach copy of Picture Identification (State or Federal) for all persons listed)

Name		Work to be Performed

# RFP 24-09-07-VH - State Certified Electrical Contractor Services

Evaluation and Ranking

	VENDOR	Hinterland Group Inc.			Imperial Electrical Incorporated			Kilowatt Electric Company			Smerkers Electric Inc.			Solar Champs, LLC dba Champs Pro Services		
Criteria No.	Points	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3	Evaluator No.1	Evaluator No.2	Evaluator No.3
1	Organizational Overview - Qualification, Key Personnel, demonstrated experience as it relates to this RFP. Provide a complete company background and history, including but not limited to, number of years in business, credentials, licenses, certifications, number of employees, an organizational chart identifying key staff members, their level of responsibility, their job titles. Provide a detailed summary of proposer's familiarity with the scope of services including specific examples of successfully completed projects similar to the scope in size and complexity within the past 5-years.Possible Points: 25	15	12	15	20	20	25	20	15	25	10	15	10	10	14	10
2	Technical Proposal /Methodology - Firm's Technical Response to RFP's Scope of Service. Explain the Scope of Services as understood by the proposer and detail the approach taken to identify mobilization, operational plans, work procedures, emergency response, and their processing system to support the needs and objectives of the scope of services as described in this RFP. Provide a detailed summary of how the proposer intends to provide schedule control, cost proposals, job supervision, cost and quality control for services specified herein. Possible Points: 25	20	17	20	20	17	25	20	17	25	15	17	15	20	15	15
3	Available Resources and Capacity Submit proof of the required insurances with the limits specified herein or provide ability to obtain insurances as required. Ability to show that the proposer has the proper resources needed to fulfill the delivery of services including, but not limited to, staffing, equipment and material. Provide detail information about the location of the current and projected workloads of the proposer. Possible Points: 25	10	14	10	20	20	20	25	18	22	10	16	10	10	14	10
4	Cost Proposal - Price Point Methodology (A/B x C = D). Lowest Price=A, Proposer's Price=B, Total Possible Points for Price=C, Points Earned by Proposer=D. (See Price Schedule). Possible Points: 25	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR	PUR
	Total Points - without pricing points	45	43	45	60	57	70	65	50	72	35	48	35	40	43	35
	Average Points - without pricing points		44.33			62.33			62.33			39.33			39.33	
	Pricing Points	3.39			25.00			10.07			8.65			10.03		
	<b>TOTAL POINTS</b>	<b>47.73</b>			<b>87.33</b>			<b>72.41</b>			<b>47.98</b>			<b>49.36</b>		

## RANKING

- 1 - Imperial Electrical Incorporated
- 2 - Kilowatt Electric Company
- 3 - Solar Champs, LLC dba Champs Pro Services
- 4 - Smerkers Electric Inc.
- 5 - Hinterland Group Inc.

Notes:  
"D" Electrician Technical Services Inc. was deemed non-responsive due to an incomplete cost proposal.

Firms 1 and 2 were recommended for negotiations.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Profit Corporation

IMPERIAL ELECTRICAL INCORPORATED

### Filing Information

**Document Number** P02000017808

**FEI/EIN Number** 01-0635999

**Date Filed** 02/13/2002

**State** FL

**Status** ACTIVE

### Principal Address

951 NW 51 Place  
Ft Lauderdale, FL 33309

Changed: 02/08/2016

### Mailing Address

951 NW 51 Place  
Ft Lauderdale, FL 33309

Changed: 02/08/2016

### Registered Agent Name & Address

TERANGO, TRACY L  
951 NW 51 Place  
Ft Lauderdale, FL 33309

Address Changed: 02/08/2016

### Officer/Director Detail

#### **Name & Address**

Title D

TERANGO, TRACY L  
11821 NW 11TH ST.  
PLANTATION, FL 33323

Title P



TERANGO, MICHAEL A  
11821 NW 11 ST  
PLANTATION, FL 33323

Title Asst. Treasurer

Twist, Jordan A  
617 NW 27 Street  
Wilton Manors, FL 33311

Annual Reports

Report Year	Filed Date
2022	01/25/2022
2023	01/23/2023
2024	01/31/2024

Document Images

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<a href="#">01/23/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/16/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/01/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/20/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/07/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/15/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/26/2005 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/23/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/13/2002 -- Domestic Profit</a>	<a href="#">View image in PDF format</a>



## AGENDA ITEM REQUEST

---

**Originating Department:** Leisure Services

**Item Title:** Presentation

**Item Number:** 6A

**Meeting Date:** 4/8/2025

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

---

**Item Description:**

Presentation of the Teacher of the Month Award for March 2025 to Jewel Hilt, Sandpiper Elementary School. Kevin Pickard, Director of Leisure Services.

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**Funding:**

001.49.60.519.504801 - Public Relations

**Amount:**

\$50.00

---

**ATTACHMENTS:**

March 2025 Teacher of the Month- Jewel Hilt

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**Background:**

The City Commission approved the Teacher of the Month program to run from October through May of the school year, as a way to recognize our outstanding Sunrise teachers. The principal from each Sunrise school selects a teacher that best represents the qualities befitting a Teacher of the Month recipient.

In recognition of their efforts to make a difference in the lives of the children of Sunrise, these nominees will each receive the Teacher of the Month award at a City Commission meeting and a \$50.00 gift card.

---

**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Karen Gallagher

Phone: 954-747-4620

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**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services.

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**City Manager:**

Authorized for agenda placement

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**Teacher of the Month – March 2025**  
Sandpiper Elementary School- Jewel Hilt

Sandpiper Elementary School proudly nominates Jewel Hilt as Teacher of the Month.

Ms. Hilt has been teaching for 11 years at Sandpiper Elementary, starting as a paraprofessional in the special needs program before transitioning to a third-grade teacher 3 years ago. From an early age, Ms. Hilt knew she wanted to be involved in helping children find success despite the challenges they face, just as she found comfort in education during her own childhood struggles.

As a teacher, Ms. Hilt faces challenges like meeting state testing requirements, but her focus has always been on equipping her students with skills they can carry with them for life—resilience, organization, positive thinking, and a growth mindset. She makes it a point to build trust and connection with her students, helping them not only excel academically but also grow as individuals who can overcome obstacles.

Resilience has been one of her greatest strengths, as her own personal hardships have taught her the importance of perseverance, she uses that understanding to encourage her students to keep pushing forward, no matter the struggles they face. She also strives to grow continuously, learning how to be more patient and understanding, because growth is a lifelong journey. It is her mission to help her students—and herself—continue to develop into the best versions of themselves.



## AGENDA ITEM REQUEST

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**Originating Department:** Leisure Services

**Item Title:** Presentation

**Item Number:** 6B

**Meeting Date:** 4/8/2025

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

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**Item Description:**

Presentation of the Teacher of the Month Award for April 2025 to Callie Caldwell from Sawgrass Elementary School and Sonia Harvey-Spence from Village Elementary School. Kevin Pickard, Director of Leisure Services.

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**Funding:**

001.49.60.519.504801 - Public Relations

**Amount:**

\$100.00

---

**ATTACHMENTS:**

April 2025 Teacher of the Month- Sawgrass Elementary

April 2025 Teacher of the Month- Village Elementary

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**Background:**

The City Commission approved the Teacher of the Month program to run from October through May of the school year, as a way to recognize our outstanding Sunrise teachers. The principal from each Sunrise school selects a teacher that best represents the qualities befitting a Teacher of the Month recipient.

In recognition of their efforts to make a difference in the lives of the children of Sunrise, these nominees will each receive the Teacher of the Month award at a City Commission meeting and a \$50.00 gift card.

---

**Department Head Recommendation:**

Approval

---

**Person With Additional Information:**

Name: Karen Gallagher

Phone: 954-747-4620

---

**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services

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**City Manager:**

Authorized for agenda placement

---

**Teacher of the Month – April 2025**  
Sawgrass Elementary School- Callie Caldwell

Congratulations to Callie Caldwell, our esteemed 2nd grade teacher, for being recognized as the City of Sunrise's Teacher of the Month!

Ms. Caldwell exemplifies dedication and teamwork, always going the extra mile for her colleagues and students. Her genuine care for each student shines through in her daily interactions, fostering a nurturing and supportive classroom environment. Known for her unwavering positivity and ever-present smile, Ms. Caldwell inspires both her students and fellow teachers. Her commitment to excellence and her heartfelt approach to education make her truly deserving of this honor.

**Teacher of the Month – April 2025**  
Village Elementary School- Sonia Harvey-Spence

Village Elementary proudly nominates Ms. Sonia Harvey-Spence as Teacher of the Month.

Teaching has always been more than just a profession to Ms. Harvey-Spence; it's a calling, a passion, and a deeply fulfilling way to engage with the world. Her journey as a teacher began teaching high school graduates at a Hospitality Institute for 7 years in Jamaica where students were trained in skills to prepare them to work in the hospitality industry.

After completing her Masters Degree in Exceptional Student Education, Ms. Harvey-Spence accepted a job at Gateway Christian Academy where she taught for 7 years. Since 2005, Ms. Harvey-Spence has been teaching at Village Elementary, and is presently in her first year as the math coach.

Ms. Harvey Spence says: "One of the most rewarding aspects of teaching is witnessing the "aha" moments—the times when a student grasps a concept that previously seemed daunting. There's an indescribable satisfaction that comes with knowing that you played a part in that moment of realization." Whether it's helping a student overcome a challenge or seeing their confidence grow as they develop new skills, these moments reaffirm why Ms. Harvey-Spence has chosen this path. Teaching isn't just about the curriculum; it's about helping students navigate their own personal journeys and develop the confidence to pursue their dreams.





## AGENDA ITEM REQUEST

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**Originating Department:** Leisure Services

**Item Title:** Presentation

**Item Number:** 6C

**Meeting Date:** 4/8/2025

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

---

**Item Description:**

Presentation of the Youth Athlete of the Month Award for March 2025 to Zaniya Gonzague and Alejandro Marquez from the Travel Soccer program. Kevin Pickard, Director of Leisure Services.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

March 2025-Youth Athlete of the Month

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**Background:**

In 2018, the Sunrise City Commission approved a program to recognize youth athletes in the City Leisure Services programs on a monthly basis. The City established the Youth Athlete of the Month program on February 13, 2018 via Resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City operated programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their respective organizations.

Each award recipient receives a City of Sunrise Leisure Services voucher valued at \$25.00, which is redeemable as payment towards various Leisure Services Programs. The monthly winners are recognized at a City Commission meeting and the City Commission provides each recipient with a certificate of recognition.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Richard Devaux

Phone: 954-747-4617

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**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services

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**City Manager:**

Authorized for agenda placement

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## **March 2025 Youth Athlete of the Month Travel Soccer**

**Athlete:** Zaniya Gonzague

**Coach:** Bruce Konners

Zaniya Gonzague is a 17- year old student at Archbishop McCarthy High School and a participant in the Sunrise Girls Travel Soccer Program.

### **Comments from her Coach:**

Zaniya Gonzague embodies the transformative power of dedication in youth athletics. Her seven-year journey with our club tells an inspiring story of growth and determination. Starting as a beginner, Zaniya's relentless work ethic has transformed her into one of the club's premier players, demonstrating how consistent effort and commitment lead to excellence.

On the field, Zaniya has developed into a fierce defender whose presence commands respect and has earned her the right to be Captain of her team. Her ability to shut down opposing attacks has made her an invaluable asset to her team, and her defensive excellence has earned her an opportunity to continue her soccer career at the collegiate level.

Beyond her athletic achievements, Zaniya maintains exceptional academic standards at Archbishop McCarthy, proving her commitment to excellence extends beyond the soccer field. Her polite demeanor and respected status among peers and coaches alike speak to her strength of character and positive influence within the club community.

What truly sets Zaniya apart is her remarkable growth trajectory. Her transformation from a beginner to one of the club's top players showcases not just athletic development, but the power of determination. Her journey serves as an inspiration to younger players, proving that with dedication and persistence, extraordinary progress is possible.

**Athlete:** Alejandro Marquez

**Coach:** Bruce Konners

Alejandro Marquez is a 10- year-old student at Franklin Academy and a participant in the Sunrise Boys Travel Soccer Program.

### **Comments from his Coach:**

Alejandro Marquez exemplifies the qualities of an exceptional youth athlete through his consistent dedication to both soccer and personal growth. His teammates and coaches regularly witness his positive attitude and willingness to help others, marking him as a natural team player. Alejandro consistently demonstrates a strong work ethic during practices and matches, giving full effort in every situation he faces.

Beyond his athletic contributions, Alejandro shows the same dedication to his academic studies, maintaining strong performances in the classroom. This commitment to excellence in both sports and academics demonstrates his well-rounded character and understanding that success requires dedication across all areas of life.

His consistently positive attitude and eagerness to support his teammates make him a valuable presence both on and off the pitch, embodying the values our club seeks to promote in youth athletics.



## AGENDA ITEM REQUEST

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**Originating Department:** Leisure Services

**Item Title:** Presentation

**Item Number:** 6D

**Meeting Date:** 4/8/2025

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

---

**Item Description:**

Presentation of the Youth Athlete of the Month Award for April 2025 to Jackson Parker from the Sunrise Travel Baseball program. Kevin Pickard, Director of Leisure Services.

---

**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

April 2025 Youth Athlete of the Month- Travel Baseball

---

**Background:**

In 2018, the Sunrise City Commission approved a program to recognize youth athletes in the City Leisure Services programs on a monthly basis. The City established the Youth Athlete of the Month program on February 13, 2018 via Resolution 18-18 as a way of recognizing outstanding youth athletes from the Sunrise recreational, travel and instructional sport programs.

The program recognizes two youth athletes (one male and one female) from different athletic programs each month. The Leisure Services Advisory Board administers the selection process for City operated programs using nominations submitted by volunteer coaches. The City's contractual athletic organizations and instructors administer the selection process for their respective organizations.

Each award recipient receives a City of Sunrise Leisure Services voucher valued at \$25.00, which is redeemable as payment towards any Leisure Services Program, excluding programs at The Bridges at Springtree Golf Course and the Sunrise Tennis Club. The monthly winners are recognized at a City Commission meeting and the City Commission provides each recipient with a certificate of recognition.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Richard Devaux

Phone: 954-747-4655

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**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services.

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**City Manager:**

Authorized for agenda placement

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**April 2025 Youth Athlete of the Month  
Travel Baseball**

**Athlete:** Jackson Parker

**Coach:** Felipe Colon

Jackson Parker is a 10-year old student at Imagine Charter School and a participant in the Sunrise Travel Baseball Program.

**Comments from his Coach:**

I nominate Jackson Parker for Youth Athlete of the Month because of his sportsmanship on and off the field. On the field he shows the grit and determination it takes to get to the next level. He never complains about what position he is playing, he is well mannered, and well-liked by his teammates and coaches. Jackson is having a great season, with a batting avg. of .513 with 19 hits, 19 runs scored, 8 doubles, 4 home runs & 24 rbi's.

Jackson is also a cancer survivor, in May 2023 Jackson was diagnosed with Leukemia. But that did not stop him, it was a bump on the road only to make him better & stronger. He fought back and beat cancer, with the love and help of his parents David & Brittan. He is a role model to his 2 little brothers Bryson & Kai, and I know he will teach his brother's to be great ball players just like him.



## AGENDA ITEM REQUEST

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**Originating Department:** Human Resources

**Item Title:** Presentation

**Item Number:** 6E

**Meeting Date:** 4/8/2025

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

---

**Item Description:**

Recognition of service time and dedication for employees retiring from City service awarded to Robert Norona, Gas Marketing & Administration Manager; Marlene Gil, Permit Service Specialist. Rodrigo de Castro, Director of Utilities. Shannon Ley, Director of Community Development.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

No Attachments Available

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**Background:**

The City Commission wishes to recognize employees who will be retiring from City employment and to thank them for their service time and dedication.

The following employees are retiring from City service during the month of May 2025:

**Robert Norona, Gas Marketing & Administrative Manager, 9+ years of service (2015-2025)**

- Gas Marketing & Administration Manager (2015-2025)

**Marlene Gil, Permit Service Specialist, 36+ years of service (1988-2025)**

- Permit Service Specialist (1988-2025)

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Jami Ketchup, Director of HR

Phone: 954-838-4522

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**Department Head Name and Title:**

Rodrigo de Castro, Director of Utilities

Shannon Ley, Director of Community Services Department

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**City Manager:**

Authorized for agenda placement

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## AGENDA ITEM REQUEST

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**Originating Department:** Human Resources

**Item Title:** Presentation

**Item Number:** 6F

**Meeting Date:** 4/8/2025

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

---

**Item Description:**

Presentation of the Outstanding Performance Award for April 2025 to Vernon Neeley, Operations Supervisor, Leisure Services Department. Kevin Pickard, Director of Leisure Services.

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**Funding:**

001.16.10.513.504907 - Employee Appreciation

**Amount:**

\$50.00 Gift Card

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**ATTACHMENTS:**

OPA April 2025 - Vernon Neeley

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**Background:**

The Outstanding Performance Award Program is a monthly award program that provides an opportunity to honor employees who are outstanding contributors to the organization. Outstanding Performance Awards are nominated by coworkers through submission of a nomination form to the Human Resources Department. Employees are selected for the monthly Outstanding Performance Award by a selection committee and will be featured in the Employee Newsletter. Each employee receiving one of these honors is recognized at a City Commission Meeting with an award certificate and a \$50.00 gift card.

The Selection Committee has reviewed the nominations submitted and have selected the following employee for April 2025:

- Vernon Neeley - Operations Supervisor - Leisure Services Department

The employee will be presented with a certificate of recognition and will receive a \$50.00 American Express gift card.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

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**Department Head Name and Title:**

Kevin Pickard, Director of Leisure Services

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**City Manager:**

Authorized for agenda placement

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### **NOMINATION FOR OUTSTANDING PERFORMANCE AWARD**

*The Outstanding Performance Award Program provides an opportunity to honor General Employees who are outstanding contributors to the organization*

**Employee Name:** Vernon Neeley

**Job Title:** Operations Supervisor

**Department/Division:** Leisure Services

**I hereby nominate Vernon Neeley for the Outstanding Performance Award for the reasons stated below:**

Vernon always demonstrates exemplary customer service in everything he does. I see him interact with our residents and people just love him! He is creative and brings new and innovative events that the community enjoys to City Park, to the Village Multipurpose, and soon the Village Art Plaza. He also interacts positively with staff and he always has a big smile, welcoming everyone he sees. Vernon is such a pleasure to be around and he continuously goes above and beyond his regular duties as an Operation Supervisors to be an active participant of the Public Art Selection Committee. During the very long art selection process, Vernon was always upbeat, forward thinking, inspirational, and kept the community in mind with every decision. He is a visionary and also a doer, which is an incredible combination, especially for someone in his position. Vernon is so invested in the success of the Village Art Plaza that he continues his active involvement even after the Artwork selection. Vernon has taken an active role in the Art Plaza art installations to offer assistance to the artists and he makes sure to notify me of anything he observes on site that needs to be addressed. Because of his active involvement, a few Artists have mentioned how amazingly helpful he is, with the most recent one even writing an email to me that said "Vernon really went above and beyond to check in with us and make sure our install was running smoothly." Vernon's continuous contributions have definitely helped to bring the Art Plaza to life and his vision for the activation of the plaza will definitely engage our community even further! Job well done Vernon!

Danielle Lima 

**Name and Signature of Nominator**



01/21/25

**Date**

1/21/25



## AGENDA ITEM REQUEST

---

**Originating Department:** Human Resources

**Item Title:** Presentation

**Item Number:** 6G

**Meeting Date:** 4/8/2025

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

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**Item Description:**

Presentation of the Quarterly Award of Excellence to Carrie Kashar, Sustainability Officer, Utilities Department. Rodrigo de Castro, Director of Utilities.

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**Funding:**

001.16.10.513.504907 - Employee Appreciation

**Amount:**

\$50.00 gift card

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**ATTACHMENTS:**

AOE April 2025 - Carrie Kashar

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**Background:**

The City is recognizing employees that go above and beyond the call of duty, provided excellent customer service, volunteered their time to our community, or otherwise added value to our organization that is worth recognizing! This program is a quarterly Award of Excellence, which recognizes and rewards employees who are outstanding contributors to the organization who are not eligible to participate in any of the other monthly award programs.

The Committee reviewed all nominations and they have selected the following employee to receive the quarterly Award of Excellence:

- Carrie Kashar, April 2025

The employee will be presented with a certificate of recognition during the City Commission meeting and they will also receive a \$50.00 American Express gift card.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Jami Ketchup, Director of HR

Phone: 954-838-4522

---

**Department Head Name and Title:**

Rodrigo de Castro, Director of Utilities

---

**City Manager:**

Authorized for agenda placement

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### NOMINATION FOR AWARD OF EXCELLENCE

*The Award of Excellence Program provides an opportunity to honor employees who are outstanding contributors to the organization and are not eligible to participate in the monthly Outstanding Performance Award Program*

**Employee Name:** Carrie Kashar

**Job Title:** Sustainability Officer

**Department/Division:** Utilities/Administration

I hereby nominate Carrie Kashar for the Award of Excellence for the reasons stated below:

See attached nomination,

Rodrigo de Castro

**Name and Signature of Nominator**

**Name and Signature of Director**

1/27/2025

**Date**

1/27/25

**Date**



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Carrie Kashar is the City of Sunrise Sustainability Officer and has been with the City since August 2018. She has been instrumental in leading the City's Sustainability efforts and implementing the City's Sustainability Action Plan. She leads the team in organizing the Annual City Earth Day event. She performs numerous educational and outreach efforts, attends and leads efforts at numerous events such as Broward County Water Matters Day, Boo Bash, BioBlitz, etc.

A great example of Carrie going above and beyond was her initiative in applying for the Broward County Youth Climate Action Fund Micro-Grant Program. This was a testament of Carrie's self-start mentality in securing funds for the City to complete a wildflower meadow within the upcoming Hiatus Road Trailhead Park.

Carrie also found a funding opportunity to help the City fund the Update to the City's Vulnerability Assessment by using Florida Resiliency Grants. She did these two substantial tasks while successfully performing all her other responsibilities.

Carrie has a positive and welcoming personality and is a great asset to the City and the success of the City's sustainability goals.

I'm honored to nominate Carrie Kashar for the Quarterly Award of Excellence.





## AGENDA ITEM REQUEST

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**Originating Department:** Utilities

**Item Title:** Proclamation

**Item Number:** 6H

**Meeting Date:** 4/8/2025

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

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**Item Description:**

Proclamation proclaiming April 12th, 2025 as Arbor Day in the City of Sunrise.  
Rodrigo de Castro, Director of Utilities.

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**Funding:**

NA

**Amount:**

NA

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**ATTACHMENTS:**

Proclamation

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**Background:**

This is the City of Sunrise's 37th recognition as a Tree City USA Community by the National Arbor Day Foundation. The City of Sunrise has continued increasing its commitment of resources for urban forestry by implementing several innovative programs and projects and was also awarded the Tree USA Growth Award by the Arbor Day Foundation, demonstrating the City's commitment to developing and preserving its urban forest.

An invitation is extended to the public to attend Sunrise's official Arbor Day tree planting ceremony at 10:15 A.M. on Saturday, April 12, 2025, at Sawgrass Sanctuary Park during the City's Annual Earth Day event.

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**Department Head Recommendation:**

Approval

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**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

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**City Manager:**

Authorized for agenda placement

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# *Proclamation*

## *Office of the Mayor*

### **ARBOR DAY**

**WHEREAS**, in 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

**WHEREAS**, Arbor Day is now observed throughout the nation and the world; and

**WHEREAS**, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

**WHEREAS**, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS**, the City wishes to encourage residents to plant trees and help in the greenery of Sunrise by getting involved in the swale planting, and memorial tree planting programs; and

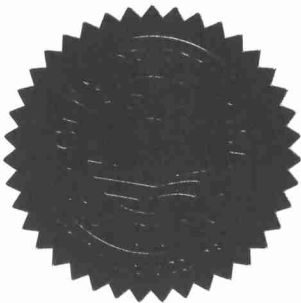
**WHEREAS**, the City of Sunrise has been recognized for over thirty-seven years as a Tree City USA community by the National Arbor Day Foundation and desires to continue its tree-planting ways; and

**WHEREAS**, the City increased its commitment of resources for urban forestry through implementing several innovative programs and projects and was awarded the Tree USA Growth Award by the Arbor Day Foundation to recognize its higher level of tree care.

**NOW, THEREFORE**, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim April 12, 2025, as **ARBOR DAY** in the City of Sunrise.

Witness My Hand and Official Seal  
Of The City of Sunrise, Florida

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





## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 61

**Meeting Date:** 4/8/2025

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

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**Item Description:**

Proclamation proclaiming April 2nd, 2025 as Autism Awareness Day and the Month of April 2025 as Autism Awareness 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.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Proclamation

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**Background:**

See attached proclamation.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name:

Phone:

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**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# Proclamation

## Office of the Mayor

### Autism Awareness Day/Month

**WHEREAS**, April is recognized as Autism Awareness Month, and April 2nd is celebrated globally as Autism Awareness Day, to promote understanding, acceptance, and support for individuals with autism spectrum disorder (ASD) and their families; and

**WHEREAS**, Autism Spectrum Disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges. Autism is the fastest growing developmental disorder among children in the United States. There is often nothing about how people with ASD look that sets them apart from other people. People with ASD may communicate, interact, behave, and learn in ways that are different from neurotypical people. The learning, thinking, and problem-solving abilities of people with ASD can range from gifted to severely challenged; and

**WHEREAS**, the CDC reports that approximately 1 in 36 children in the U.S. is diagnosed with an autism spectrum disorder (ASD), boys are four times more likely to be diagnosed with autism than girls; Autism affects all ethnic and socioeconomic groups; minority groups tend to be diagnosed later and less often and there is no medical detection for autism; and

**WHEREAS**, ASD can sometimes be detected at 18 months or younger. By age 2, a diagnosis by an experienced professional can be considered very reliable. However, many children do not receive a final diagnosis until they are much older. This delay means that children with ASD might not get the early help they need; and

**WHEREAS**, the City of Sunrise recognizes the importance of fostering an inclusive community where all individuals, regardless of their differences, are provided with equal opportunities to thrive and succeed; and

**WHEREAS**, the City of Sunrise is committed to raising awareness, understanding, and promoting acceptance of individuals on the autism spectrum through educational initiatives, events, and support services for families; and

**WHEREAS**, local organizations, service providers, and advocates play a vital role in providing resources and support for individuals with autism and their families, ensuring they are empowered to live fulfilling and independent lives; and

**WHEREAS**, by working together, we can break down barriers, eliminate misconceptions, and build a more inclusive community for individuals with autism, where they are valued, supported, and celebrated for who they are.

**NOW, THEREFORE**, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners supports and encourages all residents and businesses to celebrate differences and become more inclusive of individuals with Autism and now I do hereby proclaim April 2<sup>nd</sup>, 2025, Autism Awareness Day and the entire month of April 2025 as **Autism Awareness Month** in the City of Sunrise.



Witness My Hand and Official Seal of  
The City of Sunrise, Florida

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



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6J

**Meeting Date:** 4/8/2025

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

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**Item Description:**

Proclamation proclaiming the Month of April 2025 as Child Abuse Prevention 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. Scutto.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Proclamation

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**Background:**

See attached proclamation.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name:

Phone:

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**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# *Proclamation*

## *Office of the Mayor*

### **Child Abuse Prevention Month**

**W**HEREAS, Florida's bright future depends on the healthy development of its children; and

**W**HEREAS, adverse childhood experiences, including the abuse and neglect of children, can cause severe and costly consequences for children, families and society as a whole; and

**W**HEREAS, every child has the right to a safe, healthy, and happy childhood where they are educationally and developmentally on track; and

**W**HEREAS, research shows that parents and caregivers who have support systems and know how to seek help in times of trouble are more resilient and better able to provide safe environments and nurturing experiences for their children; and

**W**HEREAS, it is vital that individuals, businesses, schools, and community organizations make children a top priority and take action to support the physical, social, emotional, educational development and competency of all children; and

**W**HEREAS, the Children's Services Council of Broward County is committed to supporting families by funding Family Support Programs designed to reduce the incidence and impact of child abuse, neglect, and trauma. These programs stabilize families in crisis, promote positive parenting strategies, prevent out-of-home placements, and reduce involvement in the dependency system; and

**W**HEREAS, Broward AWARE!, a countywide campaign led by the Children's Services Council and its partners, aims to raise awareness of child abuse prevention by promoting healthy child development, positive parenting practices, and community engagement; and

**W**HEREAS, Child Abuse Prevention Month is an important opportunity to encourage all Floridians to participate in activities that strengthen families and communities, creating environments where children can thrive.

**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 April 2025 as: **Child Abuse Prevention Month** in the City of Sunrise and encourage residents and businesses to recognize this month by dedicating yourself to the task of improving the quality of life for all children and families.



Witness My Hand and Official Seal of  
The City of Sunrise, Florida

Michael J. Ryan, Mayor





## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Proclamation

**Item Number:** 6K

**Meeting Date:** 4/8/2025

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

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**Item Description:**

Proclamation proclaiming April 15th, 2025 as Orel Ferguson Day 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.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

Proclamation

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**Background:**

See attached proclamation.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name:

Phone:

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**Department Head Name and Title:**

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**City Manager:**

Authorized for agenda placement

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# *Proclamation*

## *Office of the Mayor*

### **Orel Ferguson Day**

**WHEREAS**, the City of Sunrise is honored to recognize the artistic achievements of Orel Ferguson, a self-taught artist whose vision, creativity, and dedication has made a lasting impact on our community; and

**WHEREAS**, Orel Ferguson, the founder of Uncutglasspictures, established his unique art style in 2019, blending broken mirrors, stained glass, paint, thin plywood, and recycled materials into compelling collage pieces, offering a fresh perspective on creativity that mirrors the complexity of life itself; and

**WHEREAS**, Orel Ferguson's work is a testament to his dedication to re-purpose materials to create meaningful art that not only speaks to the artist's personal journey but also conveys a powerful message of resilience, creativity, and the beauty found in transformation; and

**WHEREAS**, Orel Ferguson's artistic path began at the age of 29 with his first creation called "Family" in Silver Springs, Maryland, and over time, his passion grew, culminating in his participation as a three-time selectee representing Broward County at the Florida International Trade and Cultural Expo; and

**WHEREAS**, Orel Ferguson has shared his artwork with the community through exhibitions at the Uncommon Gallery in Fort Lauderdale, solo exhibitions at Ginger Bar & Restaurant, Island Space Museum in Plantation, and at the Sunrise Art Gallery, as well as numerous pop-up events across the state of Florida; and

**WHEREAS**, Orel Ferguson's journey has been a diverse one, being born in Omaha, Nebraska, then from his early years living in Jamaica with his grandmother to later moving back to the United States, living in multiple states and countries, and ultimately calling Sunrise, Florida, home for the past 23 years. Orel Ferguson is a loving husband to Lorraine Ferguson and a devoted father to their daughter, Kaila Ferguson; and

**WHEREAS**, Orel Ferguson's dedication to art as therapy, his passion for sharing his stories, and his goal of passing on his knowledge of using recycled materials for creation exemplify the values of innovation, creativity, and community spirit.

**NOW, THEREFORE**, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby proclaim April 15, 2025, as **Orel Ferguson Day** in the City of Sunrise in recognition of his outstanding contributions to the arts, his passion for creative expression, and his efforts to inspire others through his art.



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:** Transfer of Property

**Item Number:** 12A

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25044

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**Item Description:**

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving an "Agreement for Sale and Purchase" between the City of Sunrise and Edny Saint Felix for 6778 Sunset Strip, Unit 10, Sunrise, Florida, bearing Broward County Property Appraiser's Folio No. 494127BG0100; approving a "Lease" with Edny Saint Felix as set forth in Section 31 and Exhibit A of the agreement; authorizing City Staff to take all actions necessary to effectuate the purchase; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. (First Reading 3/25/2025 Passed 4-0 Guzman Absent).

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**Funding:**

001.49.60.519.506100 - Land Purchase

**Amount:**

\$375,000.00

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## **ATTACHMENTS:**

ATY Ordinance - C25044  
Purchase and Sale Agreement  
Exhibit A - Lease-back Agreement  
Property Location  
Condo Estoppel and Approval for Sale and Use  
Legal Ad

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## **Background:**

Pursuant to Section 2-372 of the City Code, effective October 1, 2020, the City Commission authorized the City Manager to pursue acquisition of properties along Sunset Strip, and to enter into one or more Agreements, subject to final approval of the Agreement(s) by the City Commission.

Staff has negotiated a price of \$375,000.00 for the purchase of Library Square Unit #10, located at Sunset Strip, with a total area of 933 square feet, according to the Broward County Property Appraiser's Office, located in the Library Square Condominium. This unit has the following Tax Folio ID Number: Unit #10 - 4941 27 BG 0100

The purchase of this property supports the East Sunrise Improvements Master Plan and furthers the efforts of activating the new Village Art Plaza and making the area more vibrant for residents and visitors. Over the past years the City acquired 10 out of 11 units within the Library Square condominium. This is the last unit for the City to obtain complete ownership of the Library Square building.

The owner of the unit has requested a lease back to be able to continue to operate for up to 18 months following the sale of the property. The lease agreement is proposed at no cost to the tenant.

It is requested that the City Commission approve the Ordinance for the Agreement for Sale and Purchase of Library Square Condominium, Unit #10 in the amount of \$375,000.00, along with the lease back to the owner for a period of up to 18 months.

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## **Department Head Recommendation:**

Approval

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## **Person With Additional Information:**

Name: Danielle Lima, Economic Development  
Director

Phone: 954-746-3432

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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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**SUNRISE, FLORIDA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN “AGREEMENT FOR SALE AND PURCHASE” BETWEEN THE CITY OF SUNRISE AND EDNY SAINT FELIX FOR 6778 SUNSET STRIP, UNIT 10, SUNRISE, FLORIDA, BEARING BROWARD COUNTY PROPERTY APPRAISER’S FOLIO NO. 494127BG0100; APPROVING A “LEASE” WITH EDNY SAINT FELIX AS SET FORTH IN SECTION 31 AND EXHIBIT A OF THE AGREEMENT; AUTHORIZING CITY STAFF TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE PURCHASE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on October 13, 2020, the Sunrise City Commission approved a motion to authorize the City Manager, pursuant to Section 2-372 of the Code of the City of Sunrise, Florida, to pursue the acquisition of property located from 6660 to 6780 Sunset Strip in the City of Sunrise, Florida, and to enter into an agreement that includes language making it subject to final approval by the City Commission; and

WHEREAS, after a professional property appraisal was obtained by the City, a purchase price of \$375,000 was agreed upon for 6778 Sunset Strip, Unit 10.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. An “Agreement for Sale and Purchase” (Agreement) for the purchase of property from Edny Saint Felix is hereby approved. The property is described as follows:

Unit 10 of LIBRARY SQUARE, a Commercial Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 12352, Page(s) 538, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements, located at 6778 Sunset Strip, Unit 10, Sunrise, Florida, 33313, and bearing Broward County Property Appraisers Folio No. 494127BG0100.

A copy of the Agreement is attached hereto and made a part of this Ordinance as Exhibit A. Pursuant to Section 3.12 of the City's Charter, a "Lease" for the property from the City back to Edny Saint Felix is hereby approved. The City Manager is authorized to execute the Lease at closing and shall provide the City Clerk an original of the fully executed Lease, which will be included as an exhibit to the Agreement.

Section 3. The City Commission hereby confirms and ratifies the Agreement. The City Commission further authorizes the Mayor, the City Manager, the Director of Finance and Administrative Services, the City Attorney, the City Clerk, and all of their designees to take all actions necessary to effectuate the purchase, including but not limited to executing, subject to review and approval of the City Attorney, any closing statements, settlement statements and other closing documents; any addendum or amendment as may be required by the title company; and any addendum or amendment to extend the time of the closing or any of the conditions in the Agreement.

Section 4. 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 5. 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 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 25TH DAY OF MARCH, 2025.

PASSED AND ADOPTED upon this second reading this \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

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Mayor Michael J. Ryan



Authentication:

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Felicia M. Bravo  
City Clerk

FIRST READING

MOTION: SCUOTTO  
SECOND: KERCH

CLARKE: YEA  
GUZMAN: ABSENT  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

SECOND READING

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

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

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Thomas P. Moss

## **AGREEMENT FOR SALE AND PURCHASE**

This Agreement for Sale and Purchase ("Agreement") is by and between the City of Sunrise, a Florida municipal corporation, ("Buyer") whose address is 10770 West Oakland Park Boulevard, Sunrise, FL 33351, and Edny Saint Felix, ("Seller") whose address is 2365 NW 81<sup>st</sup> Avenue, Sunrise FL 33322. Buyer and Seller hereby agree that the Seller shall sell and the Buyer shall buy the following described real property ("Real Property"), upon the following terms and conditions.

### **SECTION 1.           PROPERTY DESCRIPTION**

The address of the Real Property is 6778 Sunset Strip, Unit # 10, Sunrise, FL 33313. The legal description of the Real Property located in Broward County, Florida is:

Library Square Condo Unit 10.

Unit 10 of LIBRARY SQUARE, a Commercial Condominium, according to the Declaration thereof, filed for record on February 27, 1985 and recorded in Official Records Book 12352, Page 538, of the Public Records of Broward County, Florida.

Unit 10 - Tax Folio ID No: **4941 27 BG 0100**

### **SECTION 2.           PURCHASE PRICE; DEPOSIT; CASH BALANCE**

The purchase price shall be \$375,000.00 in U.S. Dollars, plus or minus prorations and subject to such adjustments as are hereinafter provided payable as follows:

A. **Deposit.** Buyer shall pay and deliver \$5,000.00 ("**Deposit**") in immediately available U.S. Funds to Nabors, Giblin & Nickerson, P.A. ("**Escrow Agent**" or "**Agent**") within ten (10) days after the Effective Date of this Agreement. Escrow Agent agrees to hold the Deposit in escrow in accordance with the terms of this Agreement.

B. **Cash Balance.** Buyer shall pay and deliver \$370,000.00, plus or minus prorations and subject to such adjustments as are hereinafter provided, at or prior to closing in immediately available U.S. funds to Seller.

C. **Prorations.** The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date: real estate taxes, delinquent real estate taxes, condominium association fees and condominium special assessments.

### **SECTION 3. TIME FOR ACCEPTANCE**

- A.** If this Agreement is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, on or before February 26, 2025 at 5:00 p.m., this offer is withdrawn. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.
- B. FIRST CONDITION PRECEDENT:** Pursuant to Section 2-372 of the City's Code, this Agreement is subject to the approval of the City Commission. The "Effective Date" of this Agreement will be the date the City Commission approves this Agreement.
- C. SECOND CONDITION PRECEDENT:** This Agreement is subject to the Buyer, within ten (10) days after the Effective Date of this Agreement, obtaining a Certificate of Approval for Sale and Use for Public Purposes as a Governmental Entity, including an affirmative statement that Buyer's proposed use for public purposes of a governmental entity is consistent with the use restrictions in Section 10 of the Declaration of Condominium that the use is limited to commercial sales or services commonly found in shopping centers.
- D. THIRD CONDITION PRECEDENT:** This Agreement is subject to Buyer's City Commission approving the Lease attached hereto as Exhibit A by ordinance.
- E.** In the event that the First Condition Precedent, the Second Condition Precedent, or the Third Condition Precedent is not satisfied, this Agreement shall be terminated, all deposits shall be refunded to Buyer, and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement.

### **SECTION 4. TITLE INSURANCE**

Buyer, at Buyer's expense, shall obtain, within thirty (30) days of the Effective Date, a title insurance commitment from a Florida licensed title insurer. Buyer shall have seven (7) days from the date of receiving the title commitment to examine it and notify Seller of any title or survey defects to which Buyer objects. If Buyer fails to so notify Seller prior to such time, Buyer shall be deemed to have accepted title to the Real Property in its existing condition. If Buyer timely notifies Seller of the defects, then Seller shall have thirty (30) days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within ten (10) days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within five (5) days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed one hundred twenty (120) days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b)



electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Agreement. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

#### **SECTION 5. SURVEY**

Buyer, at Buyer's expense, within thirty (30) days of the Effective Date, may have the Real Property surveyed and certified by a registered Florida surveyor. If survey shows encroachment on Real Property, or that improvements located on the Real Property encroach on setback lines, easements, lands of others or violate any restrictions, covenants or applicable governmental regulations, the same shall constitute a title defect and be addressed as provided in Section 4 above.

#### **SECTION 6. CLOSING**

This transaction shall be closed, the deed, other closing papers and possession delivered, and the purchase price paid and funded on or before ninety (90) days after the Effective Date, ("Closing Date") unless extended by other provisions of this Agreement. Closing shall be held in Sunrise City Hall during normal business hours or virtually as determined by the parties.

#### **SECTION 7. CONVEYANCE; TITLE; RESTRICTIONS AND USE**

Seller shall convey the Real Property by warranty deed, subject to: All matters of record and taxes for the current year.

#### **SECTION 8. CONDITION AND SUITABILITY OF PROPERTY**

Buyer shall have until forty-five (45) days after the Effective Date ("Inspection Period"), in which the Buyer, or his designated agents will be allowed to enter onto the Real Property, at reasonable times and with prior notice to Seller, to perform inspections and tests as Buyer deems necessary to determine, in Buyer's sole discretion, that the Real Property is suitable for Buyer's intended use, including but not limited to, surveys, soil borings, environmental audits, termite and wood destroying organisms, HVAC, mechanical, plumbing, electrical, roof and structural. Such inspections or tests shall be made at Buyer's sole expense. To the extent authorized by Florida Statutes section 768.28, Buyer shall be responsible for any damages caused by such tests or inspections and, to the extent permitted by law, shall indemnify and hold Seller harmless from any damage or injury to person or property in connection with any such inspection or test. Should Buyer determine that the Property, in Buyer's opinion, is not suitable, then Buyer shall provide the Seller with written notice of termination prior to the expiration of the Inspection Period. Buyer may terminate the Agreement by giving written notice to Seller prior to the expiration of the Inspection Period of its intention to terminate this Agreement, and all deposits shall be refunded to Buyer, this Agreement

shall be terminated, and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement. Buyer's failure to give notice of termination during the Inspection Period shall constitute a waiver of the right to terminate hereunder.

Between the Effective Date and the Closing Date, Seller shall maintain Property in the same condition as existing on the Effective Date, ordinary wear and tear excepted. Seller shall, upon reasonable notice, provide access to the Property for a walk-through prior to closing, to confirm that the Property has been maintained in the condition existing as of the Effective Date, ordinary wear and tear excepted.

#### **SECTION 9. PERMITTING**

Buyer shall have until thirty (30) days after the Effective Date ("Permitting Period") to determine compliance with governmental regulations for Buyer's intended use of the Property and to obtain all necessary environmental, building, clearing, grading or other required governmental approvals for the development of the Property at Buyer's sole cost and expense. Buyer acknowledges that Seller makes no representation as to whether the Real Property is suitable for Buyer's intended use. If, in Buyer's sole discretion, the required governmental approvals cannot be obtained within a reasonable time or expense, Buyer shall notify Seller, in writing, prior to the expiration of the Permitting Period, of its intention to terminate this Agreement, and all deposits shall be refunded to Buyer, this Agreement shall be terminated, and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement. Buyer's failure to timely give notice of termination shall constitute a waiver of the right to terminate hereunder.

#### **SECTION 10. HAZARDOUS SUBSTANCE**

Seller represents that Seller has no knowledge of any toxic, petroleum, asbestos or hazardous substances being stored, used or otherwise released on the Property. Buyer acknowledges that Buyer has the ability to audit the Property during the herein described Inspection Period and to terminate this Agreement in the event any are found and Seller is not willing to pay the costs of removal or remediation. Buyer may terminate the Agreement by giving written notice to Seller prior to the expiration of the Inspection Period of its intention to terminate this Agreement, and all deposits shall be refunded to Buyer, this Agreement shall be terminated, and thereupon Buyer and Seller shall be released, as to one another, of all further obligations under this Agreement, except for those that may expressly survive the termination of this Agreement. Buyer's sole remedy for such contaminate found on Property shall be the termination of the Agreement.



**SECTION 11. RADON GAS**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks 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 public health unit.

**SECTION 12. AMERICANS WITH DISABILITIES ACT ("ADA")**

The ADA makes it unlawful to discriminate against people with disabilities. This law may affect all improved properties requiring equal access and services to disabled individuals. The Buyer acknowledges that neither Seller nor Buyer make any representations as to whether the Property conforms to ADA.

**SECTION 13. LIENS**

Seller shall furnish to Buyer, at time of closing, an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for ninety (90) days immediately preceding date of closing. If the Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction lien rights executed by all contractors, subcontractors, suppliers and materialmen and further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at closing of this Agreement.

**SECTION 14. TIME**

Time periods herein of less than three (3) days shall exclude Saturdays, Sundays, and state or national legal holidays. Any time period provided for herein which shall end on Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day. Any date certain shall end on that date at 5:00 p.m. local time where the Real Property is located.

**SECTION 15. DOCUMENTS FOR CLOSING**

Seller shall furnish the warranty deed, lien affidavit, and any corrective instruments. Buyer shall furnish the closing statement.

**SECTION 16. EXPENSES**

Documentary stamps on the deed, recording any corrective instruments, and any Condominium Association estoppel fees shall be paid by Seller. Recording the deed, recording the Certificate of Approval for Sale and Use, and any Condominium Association application/transfer fees shall be paid by Buyer.

**SECTION 17. ATTORNEYS' FEES; COSTS**

In connection with any litigation arising out of or instituted for the purpose of enforcing this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees, paralegal fees, and costs. For the purposes of this provision, Seller and Buyer shall be eligible parties.

**SECTION 18. FAILURE OF PERFORMANCE**

If either party fails to perform this Agreement within the time specified, the other party shall have every right and remedy existing at law or equity (including, without limitation, the remedy of specific performance).

**SECTION 19. AGREEMENT NOT RECORDABLE; PERSONS BOUND; NOTICE**

Neither this Agreement, nor any notice of it, shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney or Broker for any party shall be as effective as if given by or to that party.

**SECTION 20. OTHER AGREEMENTS**

No other agreements or representations shall be binding upon Buyer or Seller unless included in this Agreement. No modification or change in this Agreement shall be valid upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**SECTION 21. BROKERS**

Seller hereby represents to Buyer that there is no broker involved in this transaction.

**SECTION 22. TIME OF ESSENCE**

Time is of the essence in this agreement.

**SECTION 23. HEADINGS**

The heading on each paragraph and subparagraph are for the convenience of the parties and shall not be construed to alter or amend any provision of this Agreement.

**SECTION 24. NOTICE AND ADDRESSES**

Any notice required or provided for under this Agreement shall be effective upon receipt by the addressee, upon hand delivery during regular business hours or mailed by



certified mail, return receipt requested, express or similar receipted delivery, or confirmed facsimile.

#### **SECTION 25. GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of or instituted for the purpose of enforcing this Agreement shall be in Broward County in which the Real Property is located.

#### **SECTION 26. COUNTERPARTS**

This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same Agreement.

#### **SECTION 27. ADVICE OF COUNSEL**

Each party acknowledges that it has been advised, or has had the opportunity to be advised, by its own counsel with respect to the transaction governed by this Agreement.

#### **SECTION 28. INDEMNIFICATION**

To the fullest extent permitted by law, Seller shall indemnify and hold harmless Buyer, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Seller and persons employed or utilized by Seller in the performance of this Agreement. This indemnification shall survive the term of this Agreement.

#### **SECTION 29. ESCROW AGENT**

Any Escrow Agent ("Agent") receiving funds or equivalent ("Funds") is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow, and, subject to clearance, disburse them in accordance with terms and conditions of Contract. Failure of clearance of Funds, shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of Contract, Agent may, at Agent's option, continue to hold the Funds until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the Clerk of the Circuit Court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475 Florida Statutes, as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the Funds, Agent shall, unless found to have defaulted under Agent's escrow and/or statutory duties, recover reasonable attorney's fees and costs incurred with the fees and costs to be paid from and out of the Funds, or



reduced to judgment if said Funds are not available or are insufficient to pay the award. Parties agree that Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of Funds, unless such misdelivery is due to willful breach of this Contract or gross negligence of Agent. Seller shall be responsible for all costs associated with the Escrow Agent.

#### **SECTION 30.        ADDENDUM**

The following additional terms are included in the attached addenda or riders incorporated into this Contract: Condominium Rider.

#### **SECTION 31.        LEASES**

Seller represents that there are no existing leases on the property. Seller shall have the right to remain in occupancy of the Real Property and to operate the Seller's programs pursuant to the Lease attached hereto as Exhibit A, subject to approval of Buyer's City Commission by ordinance. The Lease will be executed by the parties at Closing.

**This is intended to be a legally binding Agreement. If not fully understood, seek the advice of an attorney prior to signing.** Buyer and Seller are executing this Agreement on the dates indicated on the following page:

**SELLER**

**EDNY SAINT FELIX**



By: Edny Saint Felix

Its: Owner

Dated: 02/21/2025

**BUYER**

**CITY OF SUNRISE**



By: Mark S. Lubelski

Its: City Manager

Dated: 2/24/25

**Seller Contact Information**

(954) 471- 1860  
Telephone

Edny\_s@yahoo.com  
Email

**Buyer Contact Information**

(954) 746-3430  
Telephone

mlubelski@sunrisefl.gov  
Email

Agreed to and Accepted:

**ESCROW AGENT:**

Nabors, Giblin & Nickerson, P.A.

By: 

Name: Kerry Parsons

Title: Escrow Agent/Shareholder

Date: 02-24-25

## **Exhibit A**

### **LEASE**

This LEASE (Lease), is made by and between the City of Sunrise, a Florida municipal corporation (LANDLORD), and Edny Saint Felix (TENANT).

#### **W I T N E S S E T H:**

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 the condominium unit located at 6778 Sunset Strip, Unit #10, Sunrise, FL 33313 as situated in the City of Sunrise, County of Broward, State of Florida (Premises), for a term of up-to eighteen (18) months commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Commencement Date"), and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Termination Date"). TENANT may terminate this Lease by providing LANDLORD with thirty (30) days' written Notice of Termination. For the eighteen (18) months of the Lease, TENANT shall not owe any rent to Landlord. Should TENANT receive a Certificate of Completion for the permitted work being done on his newly leased premises, TENANT agrees to vacate the City's premises within thirty (30) days of receipt said Certificate of Completion, but no later than eighteen (18) months from the Commencement Date of this Lease.

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.

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 a beauty salon. 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 nothing 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 or the Library Square Condominium Association.

4. UTILITIES AND OTHER SERVICES:

TENANT shall be responsible for his own utilities services, 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 his own expense, make such non-structural changes, alterations, additions and improvements to the Premises as he 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. ASSIGNMENT OR SUBLETTING:

TENANT may not assign or sublet all or portions of the Premises.

7. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the Lease term, or upon the termination of the Lease for any cause, he will peaceably surrender and deliver the Premises to LANDLORD, its agents or assigns. TENANT further agrees that he will remove all personal property, including but not limited to all furniture and equipment, from the Premises and shall otherwise 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 all personal property has been removed and 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.

8. CHANGE IN OWNERSHIP:

Should LANDLORD sell the Premises herein, 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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:

Edny Saint Felix  
2365 NW 81<sup>st</sup> Avenue  
Sunrise, FL 33322

Notice to the LANDLORD shall be addressed to:

City Manager  
City of Sunrise

City Manager's Office  
10770 W. Oakland Park Boulevard, 5<sup>th</sup> Floor  
Sunrise, Florida 33351

With a copy to:

City Attorney  
City of Sunrise  
City Attorney's Office  
10770 West Oakland Park Boulevard, 4<sup>th</sup> Floor  
Sunrise, FL 33351

16. 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.

17. RIGHT TO MORTGAGE AND SELL:

LANDLORD may sell the Premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD'S purchaser.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.



25. INSURANCE:

TENANT agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Lease a Commercial General Liability policy at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. TENANT agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement, Additional Insured – Managers or Lessors of Premises (ISO Form CG 20 11). The name of the organization endorsed shall read “City of Sunrise” and designated premises shall be endorsed as 6778 Sunset Strip, Unit #10, Sunrise, FL 33313. Any coverage maintained by the LANDLORD shall apply excess of, or contingent upon the absence of, insurance required or maintained by TENANT.

26. INDEMNIFICATION:

To the fullest extent permitted by law, TENANT agrees to indemnify, defend and hold harmless the CITY, its officers, agents, 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 the Tenant’s operations, occupancy, use or maintenance activities at the Premises under this Lease, provided that any such claims, damages, losses or expenses (1) are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, (2) and are caused in whole or in part by the negligent acts, errors, or omissions of the TENANT, TENANT’S subcontractor(s), or anyone directly or indirectly employed or hired by TENANT or anyone for whose acts TENANT may be liable. TENANT agrees this indemnity obligation shall survive the termination of the Lease, but only for a period of three (3) years. TENANT’S indemnity obligation shall not apply to sole negligence caused by LANDLORD.

(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

\_\_\_\_\_  
Mark S. Lubelski, City Manager  
Executed by LANDLORD on \_\_\_\_\_, 20\_\_  
Ordinance No. \_\_\_\_\_

ATTEST:

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

Approved as to form for the City

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

TENANT

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Edny Saint Felix

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence  
or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Edny Saint Felix.

(SEAL)

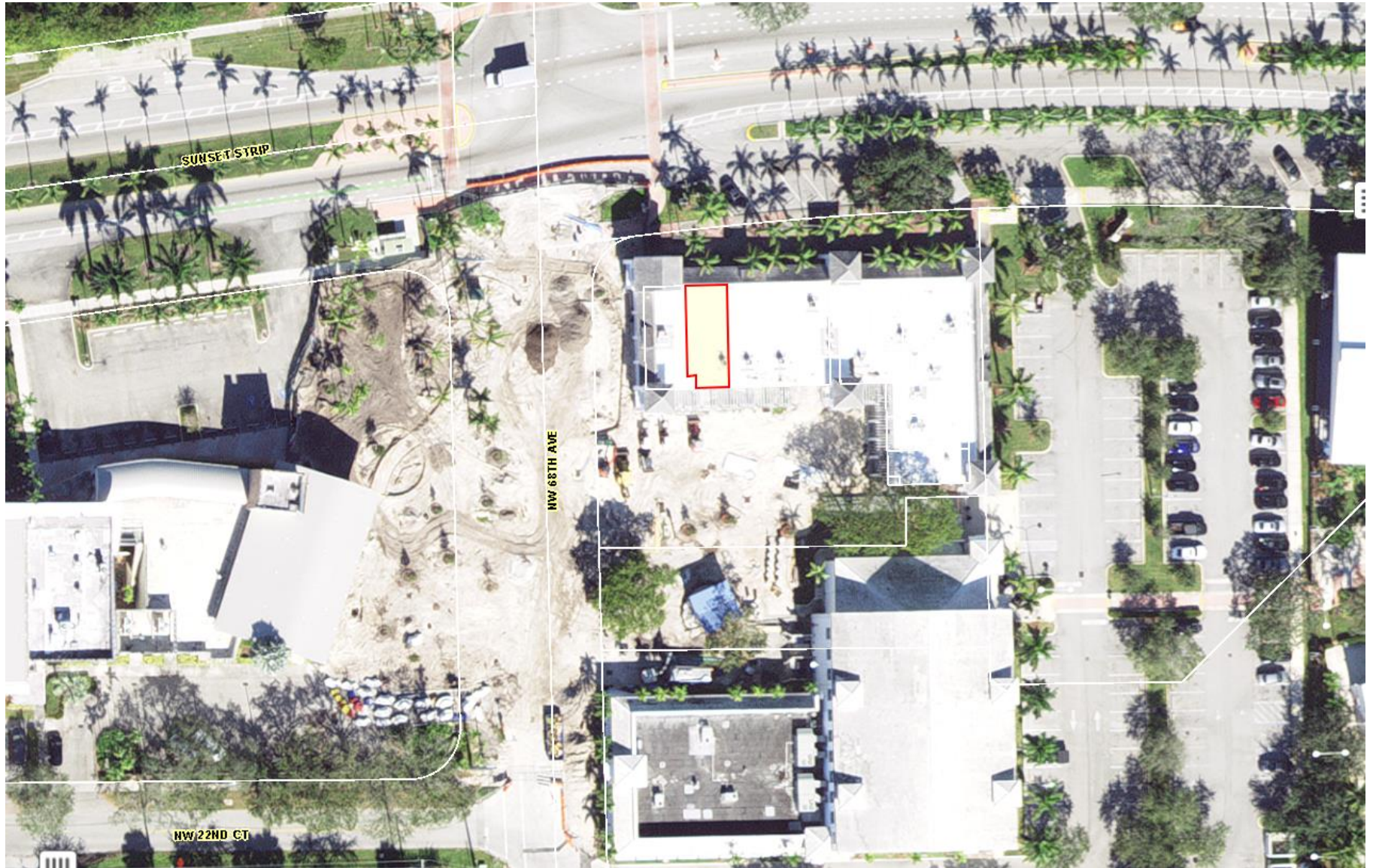
\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, type of stamp commissioned name of  
Notary Public

Personally Known OR Produced Identification

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

## Property Location - 6778 Sunset Strip, Unit 10





### CONDOMINIUM ESTOPPEL CERTIFICATE

The Library Square Association, Inc., by and through its duly authorized Officers, as of this 7<sup>th</sup> day of March, 2025, hereby certifies that:

1. With request to Unit # 10 of Library Square, a Commercial Condominium, according to the Declaration thereof, filed for record on February 27, 1985, and recorded in Official Record Book 12352, at Page 538 of the Public Records of Broward County, Florida (the "Declaration"), and as further identified by the Broward County Property Appraiser's Tax Folio Id No. 4941 27 BG 0100 owned by Edny Saint Felix (the "Unit").
  - a. Payment for maintenance expenses for the Unit is due monthly, in the amount of \$ 615.62.
  - b. All such maintenance expenses due and owing for the month of January and for all prior months have been paid. February and March are currently outstanding for the Unit.
  - c. The last maintenance expense payment for the Unit was made on January 16<sup>th</sup>, 2025, in the amount of \$ 615.62.
2. There are no assessments or special assessments charged against the Unit which have not been paid.
3. There are no violations of any open rules or regulations of the Association, the By-laws, the Articles of Incorporation, or the Declaration.
4. The Declaration contains no right of first refusal.
5. There are no amendments to the Declaration that have not been recorded in the public records of Broward County, Florida.

LIBRARY SQUARE ASSOCIATION, INC.

By   
Kevin Pickard, President

Attest:   
Sean Dinneen, Secretary

Date: 3/7/2025

## CERTIFICATE OF APPROVAL FOR SALE AND USE

The Library Square Association, by and through its duly authorized President and Secretary, hereby certifies that pursuant to its Declaration of Condominium, Library Square Association, Inc., a corporation not for profit under the laws of the State of Florida, hereby consents to and approves the sale of the following described condominium unit:

LIBRARY SQUARE CONDO UNIT #10

Unit 10 of LIBRARY SQUARE, a Commercial Condominium, according to the Declaration thereof, filed for record on February 27, 1985 and recorded in Official Records Book 12352, Page 538, of the Public Records of Broward County, Florida.

Tax Folio ID NO: 4941 27 BG 0100


Current Owner/Seller: Edny Saint Felix

Proposed Owner/Buyer: City of Sunrise, a Florida municipal corporation

Library Square Association, Inc. hereby further certifies that Buyer's proposed use of the property for public purposes as a local government entity is specifically permitted and consistent with the use restrictions of Section 10 of the Declaration of Condominiums.

**Approved as to Owner – City of Sunrise**

**Approved as to Use – Public Purpose as a Government Entity or Commercial sales or services commonly found in shopping centers.**

By   
Kevin Pickard, President

Attest:   
Sean Dinneen, Secretary

Date: 3/7/2025

**SUN-SENTINEL**

**Sold To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise, FL 33351-6899

**Bill To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise, FL 33351-6899

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**

**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper's website, if authorized on Mar 29, 2025  
SSC\_Notice of Public Meeting  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

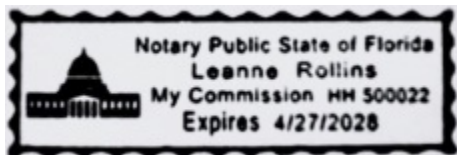


\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this: March 30, 2025.



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail

**Affidavit Email Address:** LLawrence@sunrisefl.gov  
7789929

**NOTICE OF PUBLIC HEARING**

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

April 8, 2025 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on April 8th, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. 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.

C25044

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AGREEMENT FOR SALE AND PURCHASE" BETWEEN THE CITY OF SUNRISE AND EDNY SAINT FELIX FOR 6778 SUNSET STRIP, UNIT 10, SUNRISE, FLORIDA, BEARING BROWARD COUNTY PROPERTY APPRAISER'S FOLIO NO. 494127BG0100; APPROVING A "LEASE" WITH EDNY SAINT FELIX AS SET FORTH IN SECTION 31 AND EXHIBIT A OF THE AGREEMENT; AUTHORIZING CITY STAFF TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE PURCHASE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25052

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE BETWEEN CITY OF SUNRISE AND GHOSTORCHID LLC" FOR CITY PROPERTY LOCATED AT 6772 SUNSET STRIP, UNIT #8 AND 6776 SUNSET STRIP, UNIT #9; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25045

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 5 "FINANCE AND TAXATION," ARTICLE V "PURCHASING AND CONTRACTING," DIVISION 3 "PROCEDURE," BY AMENDING SECTION 5-173 "PROCUREMENT OF COMMODITIES



OR CONTRACTUAL SERVICES" TO REINSTATE AN EXEMPTION FOR INFORMATION TECHNOLOGY COMMODITIES OR CONTRACTUAL SERVICES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401

Access Code: 368262

Attendees can press 5\* on their phone keypad to sign up 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

The meeting documents are available on our Commission Agendas webpage at <https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas>

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 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. 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 (TYY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email [CityManager@sunrisefl.gov](mailto:CityManager@sunrisefl.gov), or to the City Manager's Office, 10770 West Oakland Park Boulevard,

## SUN-SENTINEL

Sunrise, FL 33351. The City of Sunrise will be conducting the April 8, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401  
Access Code: 368262.  
3/29/2025 7789929

Order # - 7789929



## AGENDA ITEM REQUEST

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**Originating Department:** City Manager

**Item Title:** Agreement

**Item Number:** 12B

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25052

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**Item Description:**

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving a "Lease between City of Sunrise and Ghostorchid LLC" for City property located at 6772 Sunset Strip, Unit #8 and 6776 Sunset Strip, Unit #9; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director. (First Reading 3/25/2025 Passed 4-0 Guzman Absent).

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

**Background:**

The City Commission adopted the East Sunrise Improvements Master Plan in March 2019. A brewery was listed as a desirable use in the Master Plan because it helps bring new energy and excitement into the area and a brewery would help activation of the newly finished Village Art Plaza. In addition to being a fun place for residents and visitors to enjoy, a brewery has been known to help attract more vibrant and like-minded independent businesses and more investment to the area. The Village area, which includes Sunset Strip from NW 64th Avenue to NW 68th Avenue, was envisioned as an active and lively Main Street environment. A strong presence of unique food and beverage establishments are essential to create an active and lively Main Street environment which was envisioned in the Master Plan. Since the adoption of the Master Plan, there has been ongoing public updates including plans for a brewery adjacent to the Village Art Plaza. Although we believe a traditional brewery would be complimentary use for the Village Art Plaza, the brewery concept has evolved into a restaurant that produces and serves craft alcoholic and non-alcoholic beverages.

The proposed tenant, Ghost Orchid at Sunrise, is proposing a full-service restaurant that produces and serves their own craft alcoholic beverages along with their own craft brewed sodas. As part of the craft beverage experience, Ghost Orchid at Sunrise will have a small on-site brewery and distillery. This innovative concept aims to provide an exceptional culinary and beverage experience. Ghost Orchid at Sunrise is proposing an international fusion menu with an emphasis on bold Caribbean flavors. The proposed owners of Ghost Orchid at Sunrise have significant experience as a distillery owner (Big Cypress Distillery), a brewmaster (3 Sons Brewing Co.), and experience with Michelin-starred restaurants. The proposed team of Ghost Orchid at Sunrise represents top industry specialists willing to invest in Sunrise with an award-winning background as a restaurant, brewery, and distillery.

There was some discussion from the public at the February 25, 2025 City Commission Meeting regarding concerns of a brewery at this location. Although the addition of a traditional brewery at this location would be consistent with the Master Plan, it is important to clarify the use associated with the proposed lease with Ghost Orchid at Sunrise. Please see some specific information highlighted below:

- Ghost Orchid is not a bar and is not a liquor store
- Ghost Orchid is not a sports bar, there are no televisions in the establishment
- Ghost Orchid operates as a full-service restaurant that produces and serves their own craft alcoholic beverages
- Ghost Orchid also produces and serves their own craft brewed sodas
- The food menu is planned to be an international fusion menu with an emphasis on bold Caribbean flavors
- Ghost Orchid's mission is to provide an exceptional culinary and beverage experience. The space is going to be a unique, inviting, and artistic style and it will look like an extension of the new Village Art Plaza.

The proposed lease is for five years, with no monthly rent for year one and an increase in rent for each year thereafter. After the first five years, there is an option for three five-year term extensions, provided certain conditions are satisfied and the tenant and City negotiate a mutually agreed rent amount. As part of the lease, the City would construct the permanent improvements to the City-owned units. The tenant would provide all the furniture, exterior building signage, and finishes, as well as the brewing, distillery, bar, and kitchen equipment. The tenant will also have operational obligations, highlighted below:

- Produce hand-crafted artisan ales and Spirits for on-premise consumption and distribution sales;
- Include labeling on any beer made on-premise that it was made and distributed in the City of Sunrise;
- Include "Sunrise" on all marketing materials, giveaways, and social media posts;
- Organize and host a minimum of four events per month in year one, minimum of six events per month in year two, and a minimum of eight events per month starting in year three until termination of the lease. All events will be on the Village Art Plaza stage and shall include at least one larger annual jazz and indie rock fest. Other types of events will include, but not limited to live music, educational, and community building events that could include food, artisan and cottage products, open mic poetry, movies under the stars and more;
- Provide philanthropy, product donations, volunteerism, and sponsorship of events within the City;
- Participate in the Tunes 'N Trucks events and other City special events;
- Provide free Wi-Fi for the Premises and Biergarten adjacent to Village Art Plaza; and
- Give preference for hiring City residents.

The City is also currently negotiating the purchase of the adjacent bay, Unit 10. In the event the City acquires Unit 10, the lease provides the tenant with a one-time right of first refusal to lease Unit 10 for an expansion of Ghost Orchid at Sunrise. Terms and conditions of such future lease expansion will be negotiated at that time.

Ghost Orchid at Sunrise is planned to be an innovative fusion of a restaurant, brewery, distillery, and a strong focus on craft non-alcoholic beverages designed to provide an exceptional culinary and beverage experience. With an emphasis on craftsmanship and creativity, the establishment will offer a diverse menu of alcoholic and non-alcoholic beverages, including craft and brewed sodas. Ghost Orchid at Sunrise's mission is to create a space that fosters community, innovation, cultural enrichment and sustainability while delivering a world-class hospitality experience.

The proposed lease with Ghost Orchid at Sunrise (Ghostorchid LLC) includes the build-out of an estimated 2,342 sq. ft. restaurant which will include a kitchen, indoor and outdoor seating area, and an area for brewing and distilling. The space is going to be unique, inviting, and artistic in style and will look like an extension of the new Village Art Plaza.

The proposed lease is for five years with an option for three five-year extensions, with no monthly rent for year one and an increase in rent for each year thereafter. The City has already allocated funds for the construction the permanent improvements to the City-owned units. The tenant would provide all the furniture, exterior building signage, and finishes, as well as all the equipment for the kitchen, brewing, distilling and bar. The tenant will also have operation obligations, with some of those obligations highlighted below:

- Produce hand-crafted artisan ales and spirits for on-premise consumption and distribution sales;
- Include labeling on any beer made on-premise that it was made and distributed in the City of

Sunrise;

- Include “Sunrise” on all marketing materials, giveaways, and social media posts;
- Organize and host a minimum of four events per month on year one, minimum of six events per month on years two, and a minimum of eight events per month starting on year three until the termination of the lease. All events shall be on the Village Art Plaza stage, weather permitting, and shall include at least one larger but not be limited to annual jazz and indie rock fest. The other types of events will include but are not limited to as live music, educational and community building events that could include food, artisan and cottage products, open mic poetry, movie under the stars and more.
- Provide philanthropy, limited product donations, volunteerism, and sponsorship of events;
- Participate in the Tunes 'N Trucks events and other City special events;
- Provide free Wi-Fi for the Premises and Biergarten adjacent to Art Plaza;
- Install high-efficient lighting systems with occupancy and daylight sensors to reduce energy use;
- Provide free Wi-Fi for the Premises and Biergarten as depicted in Exhibit D (Tenant may coordinate with other neighboring Tenants to provide Wi-Fi at the Biergarten);
- Utilize natural gas for cooking and brewing; and
- Tenant shall make best efforts to implement City resident preference when hiring.

Staff recommends approval of the Ordinance to move forward with the Lease with Ghostorchid LLC. There will also be a construction contract at a future meeting for the construction of the permanent improvements of the city-owned bays where the proposed restaurant with craft beverages will be located.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Danielle Lima, Economic Development  
Director

Phone: 954-746-3432

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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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**SUNRISE, FLORIDA**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A  
“LEASE BETWEEN CITY OF SUNRISE AND GHOSTORCHID LLC” FOR  
CITY PROPERTY LOCATED AT 6772 SUNSET STRIP, UNIT #8 AND  
6776 SUNSET STRIP, UNIT #9; PROVIDING FOR CONFLICT;  
PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE  
DATE.**

WHEREAS, the City’s adopted East Sunrise Improvements Master Plan listed a brewery as a desirable use because it helps bring new energy and excitement into the area and it helps with the revitalization efforts; and

WHEREAS, the City owns property located at 6772 Sunset Strip, Unit #8 and 6776 Sunset Strip, Unit #9, within Library Square Plaza directly adjacent to the Village Art Plaza; and

WHEREAS, the City wishes to lease these City-owned properties to a tenant for the establishment of a restaurant, brewery and distillery specializing in upscale food and craft beverages; and

WHEREAS, a lease agreement between the parties is required.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. A “Lease between City of Sunrise and Ghostorchid LLC” (Lease) for City property located at 6772 Sunset Strip, Unit #8 and 6776 Sunset Strip, Unit #9 is hereby approved. A copy of the Lease is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The City Manager is authorized to execute the Lease.

Section 4. 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 5. 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 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 25TH DAY OF MARCH, 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: SCUOTTO  
SECOND: KERCH

CLARKE: YEA  
GUZMAN: ABSENT  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

SECOND READING

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

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

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

**LEASE**

**BETWEEN**

**CITY OF SUNRISE**

**AND**

**GHOSTORCHID LLC**

THIS LEASE (the "Lease"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF SUNRISE, FLORIDA, a Florida municipal corporation ("Landlord" or "City"), and GHOSTORCHID LLC, a Florida corporation ("Tenant").

### **RECITALS**

WHEREAS, the City Commission for the City adopted the East Sunrise Improvements Master Plan ("Master Plan") in March of 2019; and

WHEREAS, the Village Center, which is the area where the Premises (as further defined below) is located, is on track to become the jewel of the City, or its "Main Street;" and

WHEREAS, the City believes that a strong presence of unique food and beverage establishments that include outdoor dining and activities such as live music, trivia and other cultural offerings, are very important to help create an active and lively main street environment that was envisioned in the Master Plan; and

WHEREAS, a brewery was listed as a desirable use in the Master Plan because it invites new energy and excitement into the area and furthers revitalization efforts for the area; and

WHEREAS, the initial brewery concept evolved to an innovative fusion of a restaurant with craft alcoholic and non-alcoholic beverages, designed to provide an exceptional culinary and beverage experience; and

WHEREAS, in addition to being a fun place for residents and visitors to enjoy, several studies have shown that the arrival of a craft beverages is also often one of the first signs that a neighborhood was revitalizing, as it often is correlated to new businesses opening, and creating a vibrant community where families can plant roots and small businesses can thrive; and

WHEREAS, GHOSTORCHID LLC ("Tenant") is a privately-held Florida company with award winning ownership in the business of producing high quality, innovative, food, fresh craft beer, wine, spirits, and craft sodas for local and regional markets; and

WHEREAS, the City has determined that leasing the Premises to the Tenant for the operation of a unique restaurant/brewery/distillery, which will include production, comfortable indoor and outdoor seating area, and kitchen, satisfies a municipal purpose.

In consideration of the rents and covenants set forth below, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, upon the following terms and conditions:

ARTICLE 1  
FUNDAMENTAL LEASE PROVISIONS

The provisions in this Article shall be referred to in this Lease as the "Fundamental Lease Provisions." Unless otherwise defined herein, capitalized terms used in this Lease shall have the meanings listed in the Fundamental Lease Provisions.

Effective Date:                    **Month Date, Year**

Commencement Date:        The earlier of the following: (1) date the Temporary Certificate of Occupancy ("TCO") is issued for the Tenant Improvements or (2) one hundred and twenty (120) days from the date the Landlord receives a Certificate of Completion for the Building Improvements. Notwithstanding the foregoing, Tenant shall, in good faith, use commercially reasonable efforts to obtain all necessary permits and approvals required for its operations within the 120-day period. However, Tenant's obligation to complete the build-out and obtain a TCO within this timeframe shall be subject to delays caused by factors beyond Tenant's reasonable control, including but not limited to, unreasonable delays in the issuance of required federal, state, or local permits, including federal manufacturing permits for wine, beer, and spirits, state permits for alcohol manufacturing and restaurant operations, and approvals from the Florida Department of Health and DBPR. In the event of such delays, the 120-day period shall be equitably extended for a duration equal to the length of the delay, provided that Tenant has diligently pursued all necessary applications and complied with all regulatory requirements in a timely manner.

Landlord:                        City of Sunrise  
                                      10770 West Oakland Park Boulevard  
                                      Sunrise, Florida 33351

Tenant:                         GHOSTORCHID LLC  
                                      6776 Sunset Strip  
                                      Sunrise, FL 33313  
  
                                      and  
  
                                      10835 SW 136<sup>th</sup> Ter  
                                      Miami, FL 33176  
  
                                      and  
                                      2205 S Cypress Bend DR

APT # 502  
Pompano Beach, FL 33069

Premises:

6776 Sunset Strip, Unit # 9  
Sunrise, FL 33313  
Folio No. 4941 27 BG 0090 (1594 sq ft)

and

6772 Sunset Strip Unit # 8  
Sunrise, FL 33313  
Folio No. 4941 27 BG 0080 (748 sq ft)

Legal description of Premises provided in Exhibit A

Term:

Commencing on the Effective Date and expiring on the five (5) year anniversary of the Commencement Date ("Initial Term"). Upon expiration of the five (5) year Initial Term, Tenant shall have the option to extend this Lease for three (3) additional five (5) year terms (each, an "Extension Term"). Landlord agrees to approve such extension, provided that:

- Tenant gives Landlord written notice of its intention to exercise the extension option at least ninety (90) days prior to the expiration of the Initial Term and each Extension Term;

- Tenant is not in default of this Lease at the time of the notice of intent to extend and has not been in default of this Lease for a continuous period of 60 days or more at any time during the term of this Lease; and

- Tenant agrees to the same terms and conditions as the Initial Term, except for any rent adjustments as mutually agreed upon by the parties.

Upon exercise of an extension option, the Lease shall be deemed extended for the additional five (5) year period, and all terms and conditions, except for rent adjustments, shall remain in full force and effect.

Base Monthly Rent:

Commencing on the Commencement Date:

Year 1	\$0.00
Year 2:	\$1,951.00
Year 3:	\$2,342.00
Year 4:	\$2,732.00
Year 5:	\$3,122.00

Upon expiration of the Initial Term and each Extension Term, the Tenant and Landlord will negotiate the rent

amount for the next Extension Term. The Landlord agrees that the rent amount shall not be higher than market rent of the surrounding neighborhood. If the Tenant disagrees with the proposed rent amount, the Landlord commits to reviewing the Tenant's profit and loss statement to evaluate the Tenant's profitability and help determine a rent amount that will not hinder the Tenant's ability to grow and be successful.

Permitted Use: Restaurant/Brewery/Distillery

## ARTICLE 2 TERM AND RENT

2.1 Term. The Term of this Lease shall be as set forth in the Fundamental Lease Provisions. The Term shall be hereinafter referred to as the "Lease Term."

2.2 Base Monthly Rent. Tenant shall pay Landlord the Base Monthly Rent plus sales tax, in advance, without demand, on the first day of each month, in accordance with the Fundamental Lease Provisions.

Should the Commencement Date begin after the first day or end on a day other than the last day of a calendar month, then the rental for such fractional month shall be computed on a daily basis at an amount equal to 1/30th of the Base Monthly Rent for each day. Tenant shall pay Landlord the Base Monthly Rent in lawful money of the United States without deduction, setoff or counterclaim. The Base Monthly Rent shall increase in accordance with the amounts set forth in the Fundamental Lease Provisions on an annual basis.

2.3 Impositions. Unless otherwise stated in this Lease, in addition to the Base Monthly Rent, Tenant shall pay to the parties respectively entitled thereto all impositions, including but not limited to, any and all expenses and costs of any kind whatsoever for fees (including, without limitation, license, permit, inspection, authorization, and similar fees), Taxes (as defined in Article 5), levies, imposts, duties, charges, insurance premiums, assessments, excises, or other rents and charges, in each case whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character in respect of the Premises or the business conducted thereon by Tenant(collectively, the "Impositions"). Notwithstanding the foregoing, any Assessments or Special Assessments imposed by Library Square Association, Inc., shall not be the responsibility of Tenant. If any such Impositions are allocated to Landlord, rather than charged directly against Tenant or the Premises, Landlord shall provide Tenant with such support for such charges as Tenant may reasonably request. Tenant shall furnish to Landlord, promptly upon request of Landlord official receipts or other satisfactory proof evidencing payment of such Impositions.

2.4 Late Charge. If any installment of the Base Minimum Rent, any Imposition, or any other payment provided for under this Lease which is payable by Tenant is not received by Landlord within five (5) days, Tenant shall immediately pay Landlord the amount of Five Hundred (\$500.00) Dollars as a late charge (the "Late Charge"). Landlord and Tenant agree that the Late Charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment by Tenant. Acceptance of the Late Charge by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease.

2.5 Interest on Overdue Amounts. The Base Monthly Rent and all other amounts due Landlord under this Lease which are not paid when due shall bear interest at a per annum rate equal to ten percent (10%) based upon the sum of the past due amount plus any applicable Late Charge, from the date due until paid; provided, however, that if such rate shall exceed the lawful rate of interest which Landlord is entitled to charge under applicable law, then the per annum rate of interest on any such overdue amounts shall be the maximum rate permitted by applicable law. Tenant's payment of, and the Landlord's acceptance of, such interest shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease.

2.6 Modified Gross Lease. This Lease is what is commonly called a "modified gross lease," it being understood that the Tenant shall be responsible for all utilities, insurance, janitorial costs, maintenance of Tenant's purchased equipment, furniture and fixtures, Taxes (as defined in Article 5), as well as its portion of building maintenance responsibilities as set forth in Article 7, and the Landlord shall be responsible for the real property ad valorem taxes (as defined in Article 5), common area maintenance ("CAM") costs, assessments imposed by the Library Square Association, Inc., and building maintenance as set forth in Article 7.

2.7 Right of First Refusal to Lease Additional Space. In the event that the City of Sunrise acquires title to Library Square unit # 10 (Folio Number 4941 27 BG 0100) ("Unit #10"), after any term of lease between the City of Sunrise and the current owner/tenant of Unit # 10 expires, the Landlord hereby grants to the Tenant a one-time right of first refusal to lease Unit #10 as an expansion of the Restaurant/Brewery/Distillery (the 'Right of First Refusal'). Such Right of First Refusal shall commence on the date the current owner of Unit #10 provides notice to the City of its desire to vacate Unit #10 following the sale to the City and terminate its lease with the City and the Right of First Refusal shall end 90 days thereafter. The 90-day Right of First Refusal shall not commence until such a time that all conditions associated with the City's acquisition of Unit #10 have been satisfied and any lease with the current owner/tenant expires. The terms and conditions of such lease shall be negotiated upon the Tenant's written notice to the Landlord of its intent to exercise the Right of First Refusal.

## ARTICLE 3 IMPROVEMENTS

3.1 Landlord Build-Out Obligations. Landlord, at its own expense, will construct or cause to be constructed on the Premises the installation of certain building related improvements (the "Building Improvements"). Building Improvements shall include, but not be limited to the purchase, construction, and installation of:

- i. Large glass door leading to the Village Art Plaza Biergarten;
- ii. Storefront doors and windows;
- iii. Wall separating brewing equipment from distillery equipment as required for federal bonding Mechanical HVAC modifications to meet current Florida Building Code requirements for proposed Tenant use;
- iv. Electrical modifications to meet current Florida Building Code requirements for proposed Tenant use;
- v. Plumbing modifications to meet current Florida Building Code requirements for proposed Tenant use;
- vi. Restroom modifications to meet current Florida Building Code requirements for proposed Tenant use;
- vii. Miscellaneous prime painting, floor finishing, and drywall modifications; and any and all required demolition to facilitate above improvements.
- viii. Landlord will make its best effort to provide the Tenant with a small storage space outside of the restaurant/brewery/distillery premises for storage of items needed for events and for distilling/brewing. If a storage space is provided by the Landlord, the Tenant will be responsible for maintaining the space in clean, safe and secure condition and will be responsible for any damage caused to or tort liability arising out of the space.

3.2 Tenant Build-Out Obligations. Tenant at its own expense will construct or cause to be constructed on the Premises the installation of all furniture, fixtures, and equipment for the operation of the restaurant/brewery/distillery (the "Tenant Improvements"), substantially in accordance with the Final Plans and Specifications (the "Final Plans") to be prepared by Tenant and submitted to Landlord for approval. Tenant's Improvements shall include, but not be limited to the purchase, construction, and installation of:

- i. The distilling, brewing, bar, and kitchen equipment, such as the brewery, glycol chiller, glycol piping, reverse osmosis system, bar equipment, kitchen equipment, draft system, interior signage, and electrical and plumbing for bar build-out;
- ii. Furniture and fixtures;
- iii. Exterior Building Signage
- iv. Interior wall murals and art decorations that is designed as an extension to the Village Art Plaza; and
- v. Any other improvements to facilitate the Restaurant/Brewery/Distillery



Concept in Exhibit B.

3.2.1 All Tenant Improvements, including the quality and style of all furniture, fixtures and equipment, shall be subject to the Landlord's approval. With the exception of Distilling/Brewing Equipment described on Exhibit C, which shall remain the Tenant's property

Upon expiration or termination of the Lease Term, Tenant shall surrender the Premises to Landlord, including all structural improvements made by Tenant, which shall become the property of Landlord. However, Tenant shall be entitled to remove all non-structural improvements, including but not limited to:

- Trade fixtures
- Furniture
- Movable equipment
- Decorations
- Signage

provided that Tenant shall repair any damage caused by such removal. The removal of the items listed above shall occur within seven (7) days of the expiration or termination of the lease and if Tenant fails to remove, the items become the property of the Landlord

3.2.2 All Tenant Improvements shall be conducted under the supervision of a licensed architect or engineer selected by Tenant and satisfactory to Landlord, and shall be made in accordance with Final Plans.

3.2.3 The Final Plans shall be submitted to the City Manager or designee within sixty (60) days of the Effective Date of this Lease. The Final Plans shall provide specific details and layout for the restaurant/brewery/distillery concept which is generally described in Exhibit B. The Tenant Improvements will be constructed by Tenant in a good and workmanlike manner utilizing new and first grade materials, free and clear of all mechanics', laborers' and materialmen's liens and claims and in compliance with all applicable building, zoning and other laws, ordinances, regulations and orders of the federal, state, and county or other governmental authorities having jurisdiction over the Premises. Landlord and its representatives shall have the right to inspect the Premises during the course of construction of the Tenant Improvements.

3.2.4 Tenant shall, at Tenant's sole expense, obtain all necessary permits, licenses and approvals, including building permits, from all applicable governmental authorities for construction of the Tenant Improvements. The Tenant Improvements shall be completed no later than one hundred and twenty (120) days from the date that the Landlord receives a Certificate of Completion for the Building Improvements. Notwithstanding the foregoing, Tenant shall, in good faith, use commercially reasonable efforts to obtain all necessary permits and approvals required for its operations within the 120-day period. However, Tenant's obligation to complete the build-out and obtain a TCO within this timeframe shall be subject to delays caused by factors beyond Tenant's reasonable control, including but not limited to, unreasonable delays in the issuance of required federal, state, or local permits, including federal manufacturing permits for wine, beer, and spirits, state permits for alcohol manufacturing and restaurant operations, and

approvals from the Florida Department of Health and DBPR. In the event of such delays, the 120-day period shall be equitably extended for a duration equal to the length of the delay, provided that Tenant has diligently pursued all necessary applications and complied with all regulatory requirements in a timely manner.

#### ARTICLE 4 USE OF THE PREMISES

4.1 Use. Tenant shall use the Premises solely for the Permitted Use. Tenant may not use the Premises for any other purpose without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld.

4.2 Condition of Premises "AS IS". Tenant acknowledges that prior to the Commencement Date it has performed sufficient inspections of the Premises in order to fully assess and make itself aware of the condition of the Premises, and that Tenant is leasing the Premises in its "AS IS" condition. Except as may be expressly set forth in or required by this Lease, Tenant acknowledges that the Landlord has made no other representations or warranties as to the condition or status of the Premises and that Tenant is not relying on any representations or warranties of the Landlord or any broker(s), or agent of Landlord in leasing the Premises. Except as may be expressly set forth in or required by this Lease, Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has provided any other representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning with respect to:

- i. The nature, quality or condition of the Premises, including, without limitation, the water, soil and geology;
- ii. The suitability of the Premises for any and all activities and uses which Tenant may conduct thereon;
- iii. The compliance of or by the Premises or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body;
- iv. The habitability, merchantability or fitness for a particular purpose of the Premises; or
- v. Any other matter with respect to the Premises.

Without limiting the foregoing, Landlord does not and has not made and specifically disclaims any other representation or warranty regarding the presence or absence of any Hazardous Substances, at, on, under or about the Premises or the compliance or non-compliance of the Premises with any laws, rules, regulations or orders regarding Hazardous Substances Laws. Hazardous Substances shall also include Radon Gas.

Radon Gas Disclosure. The following language is required by law in any contract involving the sale or lease of any building within the State of Florida:

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS 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.

Tenant further acknowledges that neither Landlord nor any agent of Landlord has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Leased Premises other than as may be specifically set forth in this Lease. Accordingly, as between Landlord and Tenant under this Lease, the physical condition of the Premises and compliance with all applicable laws, statutes, ordinances or regulations with respect to the physical condition of the Premises shall be the sole responsibility and obligation of Tenant.

4.3 Tenant Operation Obligations. Tenant shall:

- i. produce hand-crafted artisan ales and spirits for on premise consumption and distribution sales (production will begin on a 5 Barrel Brewhouse and 100 liter still);
- ii. coordinate with the Landlord with respect to the name selection and logo for the restaurant/brewery/distillery. The name selection and logo for the business shall be subject to the approval of the Landlord's City Manager;
- iii. include labeling on any beer made on Premises specifying that it was made and distributed in the City of Sunrise;
- iv. include "Sunrise" on all marketing materials, giveaways and social media posts;
- v. organize and host a minimum of 4 events per month on year one, minimum of 6 events per month on years 2, and a minimum of 8 events per month starting on years 3 until the termination of the lease. All events shall be on the Village Art Plaza stage, weather permitting, and shall include at least one larger annual jazz and indie rock fest. The other types of events will include but are not limited to as live music, educational and community building events that could include food, artisan and cottage products, open mic poetry, movie under the stars and more;
- vi. provide philanthropy, limited product donations, volunteerism, and sponsorship of events within the City;
- vii. obtain the necessary license to participate in the Tunes and Trucks and other City events;
- viii. Tenant shall make best efforts to source and utilize local and organic

- ingredients for any food or beverage sold at the Premises;
- ix. install high-efficient lighting systems with occupancy and daylight sensors to reduce energy use;
- x. provide free Wi-Fi for the Premises and Biergarten as depicted in Exhibit D (Tenant may coordinate with other neighboring Tenants to provide Wi-Fi at the Biergarten);
  - i. utilize natural gas for cooking and brewing;
  - ii. Tenant shall make best efforts to implement City resident preference when hiring; and

#### 4.4 Compliance With Law.

4.4.1 Tenant shall, at Tenant's sole expense, comply in all material respects with all applicable laws, ordinances, orders, rules, regulations, of any governmental authorities and with any directive of any public officer which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises or the use or occupation thereof or signage thereon, including, without limitation, any governmental law or statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect relating to the environment, health or safety. Tenant shall comply with the Declaration of Condominium of Library Square, a Commercial Condominium and the Bylaws of Library Square Association, Inc.

4.4.2 Tenant shall not use or permit the Premises to be used in any manner which will result in waste or the creation of a nuisance, and Tenant shall maintain the Premises free of any objectionable noises, odors, or disturbances.

#### 4.5 Environmental Compliance

4.5.1 Tenant shall, at its sole cost and expense at all times during the Term, comply in all respects with the Environmental Laws (as defined below) in its use and operation of the Premises.

4.5.2 Tenant shall not use the Premises for the purpose of storing Hazardous Materials (as defined below) except in full compliance with the Environmental Laws and other applicable law, and shall not cause the release of any Hazardous Material.

4.5.3 Tenant shall notify Landlord promptly and in reasonable detail in the event that Tenant becomes aware of or suspects (i) the presence of any Hazardous Material on the Premises (other than any Permitted Hazardous Materials, as defined below), or (ii) a violation of the Environmental Laws on the Premises

4.5.4 If Tenant uses or permits the Premises to be used so as to subject Tenant, Landlord or any occupant of the Premises to a claim of violation of the Environmental Laws (unless contested in good faith by appropriate proceedings), Tenant shall, at its sole cost and expense, immediately cease or cause cessation of such use or operations and shall remedy and fully cure any conditions arising therefrom.

4.5.5 At its sole cost and expense, Tenant shall (i) immediately pay, when due, the cost of compliance with the Environmental Laws within the Premises, and (ii) keep the Premises free of any liens imposed pursuant to the Environmental Laws. Tenant shall, at all times, use, handle and dispose of any Permitted Hazardous Material in a commercially reasonable manner and in compliance with the Environmental Laws and applicable industry standards. Tenant shall cooperate with Landlord in any program between Landlord and any governmental entity for proper disposal and/or recovery of any Permitted Hazardous Material.

4.5.6 Tenant shall indemnify, save and hold Landlord harmless from and against any environmental claim, liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) arising out of any violation of the covenants of Tenant contained in Section 4.5 by Tenant, or out of any violation of the Environmental Laws by Tenant, its owners, employees, agents, contractors, customers, guests and invitees, which indemnity obligation shall survive the expiration or termination of this Lease. This indemnification obligation does not apply to pre-existing hazardous materials, whether known or not known, or hazardous materials introduced by Landlord or prior tenants. In the event this indemnification obligation conflicts with the indemnification obligation in section 6.6, this indemnification obligation shall govern.

4.5.7 In the event that Tenant fails to comply with any of the foregoing requirements of this Section, after the expiration of the cure period permitted under the Environmental Laws, if any, Landlord may, but shall not be obligated to (i) elect that such failure constitutes a default under this Lease; and/or (ii) take any and all actions, at Tenant's sole cost and expense, that Landlord deems necessary or desirable to cure any such noncompliance. Tenant shall reimburse Landlord for any costs incurred by Landlord in exercising its options under this subsection within 5 days after receipt of a bill therefor.

4.5.8 The provisions of this Section shall survive the expiration or termination of the Lease Term.

Capitalized terms used in this Section and not otherwise defined herein shall have the following meanings:

"Hazardous Materials" means any material defined as hazardous by the Environmental Laws. This material shall include, but is not limited to any regulated waste or substance that poses a hazard to health, safety, property, and/or environment.

"Environmental Laws" means all requirements of applicable, environmental, ecological, health, safety, transportation, or industrial hygiene laws or regulations or rules of common law related to the Property, including all requirements imposed by any law, rule, order, or regulation of any federal, state, or local executive, legislative, judicial, regulatory, or administrative agency, board, or authority, which relate to (i) noise; (ii) pollution or protection of the air, surface water, ground water, or land; (iii) solid, gaseous, or liquid waste generation, treatment, storage, disposal, or transportation; (iv) exposure

to Hazardous Materials; or (v) regulation of the manufacture, processing, distribution and commerce, use, or storage of Hazardous Materials or public safety.

"Permitted Hazardous Material" means any Hazardous Material which is necessary and commercially reasonable for the provision of any good or service related to the Permitted Use.

4.6 Permits and Licenses. Tenant shall be solely responsible to apply for and secure any hazardous materials and/or building permit or permission of any duly constituted authority for the purpose of doing any of the things which Tenant is required or permitted to do under the provisions of this Lease.

## ARTICLE 5 TAXES AND UTILITIES

5.1 Payment of Taxes. Tenant shall pay the Taxes (as defined in the following Section) applicable to the Premises during the Lease Term. Landlord shall provide Tenant with copies of any tax bills applicable to the Premises promptly after receipt of such bills. All such payments shall be made at least 10 days prior to the delinquency date of such payment. Tenant shall promptly furnish Landlord with satisfactory evidence that such Taxes have been paid. If any such Taxes paid by Tenant shall cover any period of time prior to or after the expiration of the Lease Term, Landlord shall reimburse Tenant to the extent required. If Tenant shall fail to pay any such Taxes, Landlord shall have the right (but not the obligation) to pay the same, in which case Tenant shall repay such amount plus any penalties and interest resulting therefrom to Landlord within 5 days after receipt of a bill therefor.

5.2 Definition of "Taxes". As used herein, the term "Taxes" shall include:

5.2.1 Sales tax on Base Monthly Rent, ad valorem taxes assessed against the Premises, personal property ad valorem tax or gross receipts tax, imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other improvement district thereof, on, against or with respect to the Premises, this Lease, any legal or equitable interest of Landlord or any superior landlord in the Premises or in the real property of which the Premises are a part, Landlord's right to rent or other income therefrom, and Landlord's business of leasing the Premises;

5.2.2 any tax, fee, levy, assessment, penalty, interest or other charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment, or charge hereinabove included within this definition of Taxes, or (ii) any tax or increase in any tax which is imposed as a result of a transfer, either partial or total, of Landlord's interest in the Premises to Tenant, or (iii) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof; and

5.2.3 all inspection fees, taxes, bonds, permits, certificates, assessments and sales, use, property or other taxes, fees or tolls of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed against Landlord or Tenant by any federal, state, county or local governmental authority upon or with respect to the Premises or the use thereof or upon the possession, leasing, use, operation or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Lease; and

5.2.4 all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises or elsewhere, which Tenant shall cause to be separately assessed and billed directly to Tenant.

Tenant shall pay when due or reimburse and indemnify and hold Landlord harmless from and against any Taxes.

### 5.3 Tenant's Right to Contest Taxes.

5.3.1 Tenant shall have the right, at Tenant's sole expense, to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith, but no such contest shall be carried on or maintained by Tenant after the time limit for the payment of any Taxes unless Tenant shall (i) pay the amount involved under protest; (ii) procure and maintain a stay of all proceedings to enforce any collection of any Taxes, together with all penalties, interest, costs and expenses, by a deposit of a sufficient sum of money, or by such undertaking, as may be required or permitted by law to accomplish such stay; or (iii) deposit with Landlord, as security for the performance by Tenant of its obligations hereunder with respect to such Taxes, 100% of such contested amount or such other reasonable security as may be demanded by Landlord to insure payment of such contested Taxes and all penalties, interest, costs and expenses which may accrue during the period of the contest. Upon the termination of any such proceedings, Tenant shall pay the amount of such Taxes or part thereof, as finally determined in such proceedings, together with any costs, fees (including all reasonable attorneys' fees and expenses), penalties or other liabilities in connection therewith; provided, however, that if Tenant has deposited cash or cash equivalents with Landlord as security under clause (iii) above, then, so long as no default exists under this Lease, Landlord shall arrange to pay such Taxes (or part thereof) together with the applicable costs, fees and liabilities as described above out of such cash or cash equivalents and return any unused balance, if any, to Tenant. Otherwise, Landlord shall return to Tenant all amounts, if any, held by or on behalf of Landlord which were deposited by Tenant in accordance with such clause (iii).

5.3.2 Landlord agrees that whenever Landlord's cooperation is required in any proceeding brought by Tenant to contest any tax, Landlord will reasonably cooperate therein, provided that same shall not entail any cost, liability or expense to Landlord. Tenant shall pay, indemnify and save Landlord harmless of and from, any and all liabilities, losses, judgments, decrees, costs and expenses (including all reasonable

attorneys' fees and expenses) in connection with any such contest and shall, promptly after the final settlement, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, and Tenant shall perform and observe all acts and obligations, the performance of which shall be ordered or decreed as a result thereof. No such contest shall subject Landlord to the risk of any civil liability or the risk of any criminal liability, and Tenant shall give such reasonable indemnity or security to Landlord as may reasonably be demanded by Landlord to insure compliance with the foregoing provisions of this Section.

5.4 Payment of Utilities. Tenant shall pay to the utility companies or other parties entitled to payment the cost of all water, heat, air conditioning, gas, electricity, telephone, and other utilities and services provided to or for the Premises, including, without limitation, connection fees and taxes thereon.

5.5 Interruption in Utility Service. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to any abatement of, set off or reduction in the amounts payable to Landlord hereunder or otherwise entitle Tenant to terminate this Lease.

## ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Tenant's Insurance. From and after taking possession of the Premises, Tenant shall carry and maintain, at its sole cost and expense, the following types and amounts of insurance on a primary and non-contributory basis. Any coverage maintained by the Landlord shall apply excess of, or contingent upon, the absence of insurance required or maintained by Tenant.

<u>Insurance Type</u>	<u>Amount of Coverage</u>
Commercial General Liability (bodily injury and property damage)*  *Landlord shall be listed as an Additional Insured with either the CG 20 11 01 96 Additional Insured – Managers or Lessors of Premises, or 2026 04 13 Additional insured – Designated Person or Organization endorsement or similar endorsement providing blanket additional insured coverage.	\$1,000,000 per occurrence and \$2,000,000 in the aggregate



Worker's compensation	Mandatory. Elective exemptions will not satisfy this requirement.
Liquor Liability Insurance*  *Landlord shall be listed as an Additional Insured	\$2,000,000 per occurrence and annual aggregate
Business Automobile Liability (owned, non-owned, hired vehicles)	\$1,000,000
Umbrella/Excess Liability*  *Landlord shall be listed as an Additional Insured unless coverage is noted on Certificate of Insurance as follow-form basis.	\$2,000,000 per occurrence and annual aggregate. Underlying policies must include General Liability, Auto Liability and Liquor Liability.
Business Interruption with Extra Expense Insurance	Maximum Period of Indemnity Option, or limit determined by Tenant, whichever is greater. No coinsurance provisions unless mandated by insurer.
Business Personal Property for Betterments and Improvements, plate glass and exterior signs with Landlord Loss Payee	Limit not less than 100% of the replacement cost determined by Tenant. No coinsurance provision unless mandated by insurer.
Boiler & Machinery (equipment breakdown). This coverage may be satisfied by endorsement or sublimit to Tenant's property insurance.	Not less than \$250,000 property damage limit, or amount determined by Tenant, whichever is greater.

## 6.2 Policy Form.

6.2.1 Tenant shall obtain all policies of insurance required by Article 6 issued in the names of Tenant and Landlord, as their respective interests may appear. In addition, all such policies providing coverage for physical damage shall include a loss payee endorsement in favor of Landlord. The Tenant shall cause copies of such policies of insurance or originally executed certificates thereof to be delivered to Landlord prior to Landlord's execution of this Lease, and not less than thirty (30) days prior to any renewal thereof. As often as any such policy shall expire or terminate, Tenant shall procure and maintain renewal or additional policies with like terms. None of such policies shall contain any co-insurance requirements and all such policies shall provide for written notice to Landlord not less than ten (10) days prior to any modification, cancellation, lapse, or reduction in the amounts of insurance, and shall further provide that any loss otherwise payable thereunder shall be payable notwithstanding any act or negligence of Landlord or Tenant which might, absent such provision, result in a forfeiture of all or part of the

payment of such loss. All general liability, property damage, and other casualty policies shall be written on an occurrence basis as primary policies, not contributing with or in excess of coverage which Landlord may carry. If any insurance requirements herein are not available or affordable based on insurance market conditions, Tenant may request a modification or waiver of insurance in writing to Landlord, who will have sole discretion as to approve the modification or waiver by Landlord's Risk Manager.

6.3 Subrogation Waiver. Tenant (for itself and its insurer) hereby waives any rights, including rights of subrogation, each may have against the Landlord on account of any loss or damage occasioned to Tenant, as the case may be, to Tenant's respective property, the Premises or its contents that are caused by or result from risks insured against under any insurance policies carried by the Tenant hereto and in force at the time of any such damage. The foregoing waivers of subrogation shall be operative only so long as available in the jurisdiction where the Premises are located and so long as no policy of insurance is invalidated thereby.

6.4 Payment of Insurance. In the event that Tenant shall fail to obtain the insurance policies required hereunder or to pay the premiums due for the insurance policies required hereby, Landlord shall have the right, but not the obligation, to pay the same in which case Tenant shall repay such amount plus any penalties or additional amounts resulting therefrom to Landlord within 5 days after receipt of a bill therefor.

6.5 Insurance Use Restrictions. Tenant shall not carry any stock or goods or do anything in, on, or about the Premises which will substantially increase the insurance rates upon the building of which the Premises are a part.

6.6 Indemnification. Tenant shall indemnify Landlord for, defend Landlord against, and save Landlord harmless from, any liability, loss, cost, injury, damage or other expense or risk whatsoever that may occur or be claimed by or with respect to any person(s) or property on or about the Premises and resulting directly or indirectly from:

6.6.1 the use, misuse, occupancy, possession or disuse of the Premises by Tenant or other persons claiming through or under Tenant, or their respective agents, employees, licensees, invitees, guests or other such persons;

6.6.2 Tenant's maintenance of the condition of the Premises;

6.6.3 any work or thing done in respect of construction of, in or to the Premises or any part of the improvements now or hereafter constructed on the Premises (other than work by or on behalf of Landlord);

6.6.4 any use, possession, occupation, operation, or management of the Premises or any part hereof;

6.6.5 any failure to, or to properly, use, possess, occupy, operate, maintain or manage the Premises or any part thereof;

6.6.6 the condition, including environmental conditions but only to the extent provided in 4.5.6, of the Premises unless otherwise stated herein;

6.6.7 any negligence on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees;

6.6.8 any accident, injury or damage to any person or property occurring in, on or about the Premises;

6.6.9 any act or incident arising out of or related to this Lease;

6.6.10 arising out of the selling, distribution, manufacturing, serving or storing of alcohol; fundraising events involving alcohol; or liability arising out of any dram shop law;

6.6.11 the indemnification obligation under section 6.6 does not apply to (a) any claims or liabilities resulting from the sole negligence or willful misconduct of Landlord, its employees, agents, or hired contractors by written agreement; (b) any failure by Landlord to perform its contractual maintenance and repair obligations under this Lease; or (c) any pre-existing condition at the Premises not caused by Tenant unless Tenant had a legal duty to use reasonable care in maintaining its premises in a reasonably safe condition for a invitee, or Tenant's duty to give invitee warning of concealed perils that are or should be known to the Tenant, and that are unknown to the invitee and cannot be discovered through the exercise of due care. Invitee shall mean either business invitee or public invitee;

6.6.12 arising out of any small storage space provided by Landlord outside of the distillery/brewery premises for storage of items needed for events and for distilling/brewing by Tenant

## ARTICLE 7 MAINTENANCE AND REPAIRS

7.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, maintain in good repair, order, and serviceable condition the interior of the Premises and every part thereof, including, without limitation, all interior walls, plumbing, ventilation, heating, air conditioning, furnishings, finishings, and electrical systems and equipment in, on, or exclusively serving, the Premises, including the Brewing Equipment; and all windows, doors, plate glass, interior walls, and ceilings which are part of the Premises. The Tenant shall also, at its sole cost and expense, be responsible for maintaining in clean, order, and serviceable condition, the Biergarten Area, as depicted in Exhibit D. The Tenant shall also, at its sole cost and expense, be responsible for all janitorial services related to the Premises, as well as trash removal for the Premise and the Biergarten Area, as depicted in Exhibit D. Tenant's responsibility, if any, indicated above shall not include major

maintenance, which means a repair or replacement that exceeds the cost of \$500.00 per item.

7.1.1. Tenant's Obligation for HVAC Maintenance. Tenant shall (i) maintain, repair, and replace when necessary all HVAC equipment which services the Premises, and shall keep the same in good condition through regular inspection and servicing, and (ii) maintain continuously throughout the Lease Term a service contract for the maintenance of all such HVAC equipment with a licensed HVAC repair and maintenance contractor approved by Landlord, which contract provides for the periodic inspection and servicing of the HVAC equipment at least once every ninety (90) days during the Lease Term. Tenant shall furnish Landlord with copies of all such service contracts, which shall provide that they may not be canceled or changed without at least thirty (30) days' prior written notice to Landlord. Notwithstanding any provision in the Lease to the contrary, any major repairs and/or replacement to the HVAC equipment, inclusive of any and all HVAC components, will be the Tenant's obligation. However, Landlord shall be responsible for the cost of any repair or replacement of the HVAC equipment or its components where the cost exceeds Five Thousand Dollars (\$5,000), unless such repair or replacement is necessitated by Tenant's misuse, negligence, or failure to perform required maintenance under this Lease. For avoidance of doubt, the Landlord shall bear the cost of major HVAC repairs or replacements due to normal wear and tear, latent defects, or other conditions not caused by the Tenant's actions, where the cost of the repairs or replacement exceeds Five Thousand Dollars (\$5,000).

7.2 Landlord's Obligations. Landlord covenants to keep the said Premises in good structural repair, so far as concerns Tenant. The Landlord shall be responsible for major maintenance of the Premises, which means a repair or replacement that exceeds the cost of \$500.00 per item. Landlord, at its sole cost and expense, shall be responsible for all structural maintenance and any needed repairs of the Biergarten Area, as depicted in Exhibit D, unless such needed repairs are caused by Tenant.

7.2.1 Common Area Maintenance. The Landlord shall, at its sole cost and expense, be responsible for the Common Area Maintenance ("CAM"), which is limited to the maintenance of parking areas, driveways, alleys, landscaping, lighting, and the building fire sprinkler system.

7.3 Parties' Rights. If either party refuses or neglects to make repairs or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to the other, without prejudice to any other remedy, upon giving ten (10) days prior written notice, such party shall have the right to perform such maintenance or make such repairs on behalf of and for the account of the other. In the event a party so elects, the other shall pay the cost of such repairs, maintenance, or replacements within five (5) days following receipt of a bill therefor.

7.4 Emergency Repairs. If, in an emergency, it shall become necessary to make any repairs or replacements otherwise required to be made by Tenant, Landlord may enter the Premises, and proceed to make or cause such repairs or replacements to be

made at its expense. Within thirty (30) days after Landlord renders a bill for such repairs or replacements, Tenant shall reimburse Landlord for the reasonable cost of making such repairs.

7.5 Landlord's Inspection and Entry Rights. Landlord, or any agent thereof, shall be entitled to enter the Premises during any reasonable business hours, taking into account Tenant's operations (or any time without notice in the case of an emergency), for any of the following reasons:

- i. To examine the Leased Premises;
- ii. To make all repairs, addition(s) or alteration(s) that Landlord deems necessary for safety or preservation of the Leased Premises or improvements located thereon, after thirty (30) days' advance notice in writing to Tenant that the Premises or any portion thereof is in need of maintenance or repair and Tenant fails to take appropriate curative actions; or
- iii. To remove signs, fixtures, alterations or additions that do not conform to the terms of this Lease after thirty (30) days' advance notice in writing to Tenant that the Premises or any portion thereof is not in compliance with the terms of the Lease and Tenant fails to take appropriate curative actions;

Provided that nothing herein shall be construed in such a manner as to impose upon Landlord the obligation to so enter the Leased Premises and perform any act referenced above.

7.6 Liability for Entry. Tenant, and any agent, servant, employee, independent contractor, licensee or subtenant claiming by, through or under Tenant, or any invitees thereof shall have no claim or cause of action against Landlord because of Landlord's entry or other action taken under this Article, except to the extent that any such claim or cause of action is due to the intentional or negligent conduct of Landlord, its agents, servants, employees, contractors or licensees acting within the scope and course of their duties.

## ARTICLE 8 ALTERATIONS

8.1 Consent to Alterations. Subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant may, at its sole cost and expense, make alterations, replacements, additions, changes, and improvements (collectively referred to in this Article as "Alterations") to the Premises as it may find necessary or convenient for its purposes, but only after giving Landlord written notice thereof, together with copies of all architectural plans and specifications relating to any such Alteration.

8.2 Ownership of Alterations. All Alterations made on the Premises shall become the property of Landlord at the expiration or termination of the Lease Term and shall be surrendered with the Premises.

8.3 Alterations Required by Law. Tenant shall, at its sole cost and expense, make any Alteration to or on the Premises, or any part thereof, which may be necessary or required by reason of any law, rule, regulation, or order promulgated by competent government authority.

8.4 General Conditions Relating to Alterations. Any Tenant Alteration shall be subject to the following conditions:

8.4.1 No Alteration shall be undertaken until Tenant shall have procured and paid for all required permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

8.4.2 Any Alteration involving an estimated cost of more than \$100,000 shall be conducted under the supervision of a licensed architect or engineer selected by Tenant and satisfactory to Landlord, and shall be made in accordance with detailed plans and specifications and cost estimates prepared by such architect or engineer and approved in writing in advance by Landlord.

8.4.3 Any Alteration shall be made promptly and in a good workmanlike manner, by property qualified and licensed personnel, and in compliance with all applicable permits and authorizations and building and zoning laws and all laws, and in accordance with the orders, rules and regulations of the Board of Fire Insurance Underwriters, if applicable, and any other body hereafter exercising similar functions having or asserting jurisdiction over the Premises.

8.4.4 No Alteration shall tie-in or connect any improvements to any building on the Premises with any property outside the Premises without the prior written consent of Landlord.

8.4.5 No Alteration shall reduce the value of the Premises or impair the structural integrity of any building comprising a part of the Premises.

8.5 Liens. In connection with Alterations or otherwise, Tenant shall do all things necessary to prevent the filing of any mechanic's or materialman's liens against the Premises, or any part thereof, or upon any interest of Landlord by reason of labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against all or any portion of the Premises, Tenant shall either cause same to be discharged of record within thirty (30) days after the date of filing of same or, if Tenant in good faith determines that such lien should be contested, Tenant shall either (i) bond over such lien in accordance with applicable law, or (ii) furnish such security as Landlord shall determine to be necessary and/or required to prevent any foreclosure

proceedings against all or any portion of the Premises during the pendency of such contest. If Tenant shall fail to discharge or bond over such lien or fail to furnish such security within such period, then, in addition to any other right or remedy of Landlord resulting from said default of Tenant, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law, and Tenant agrees to reimburse Landlord within 5 days after demand for all costs, expenses, and other sums of money spent in connection therewith.

## ARTICLE 9 DAMAGE, DESTRUCTION, OBLIGATION TO REBUILD

9.1 Obligation to Rebuild. If any portion of the Premises is damaged or destroyed by fire or other casualty, Tenant shall forthwith give notice thereof to Landlord. Tenant shall obtain an estimate from a licensed architect or contractor of the cost to complete such repair, restoration, rebuilding or replacement, and Tenant shall, at its sole cost and expense, promptly repair, restore, rebuild or replace the damaged or destroyed improvements, fixtures or equipment, and complete the same as soon as reasonably possible, to the condition they were in prior to such damage or destruction, except for such changes in design or materials as may then be required by law. In such event, Landlord shall, to the extent and at the times the proceeds of the insurance are made available to Landlord, and only so long as Tenant shall not be in default under this Lease, deliver such funds to Tenant for the making such repairs, restoration, rebuilding and replacements.

9.2 Casualty During Last Twelve Months. Notwithstanding the foregoing, if the Premises is damaged or destroyed by fire or other casualty during the last twelve (12) months of the Term, Tenant may elect not to rebuild and to terminate this Lease; provided that Landlord shall receive insurance proceeds in the full amount of the casualty loss. In the event that Tenant elects to terminate this Lease and the insurance proceeds are less than the amount of the unpaid rent for the balance of the Lease Term, Tenant agrees to pay the difference to Landlord in cash (or cash equivalent) within five (5) days after receipt of a bill from Landlord.

## ARTICLE 10 EMINENT DOMAIN

10.1 Tenant may prosecute any claim of loss or damage, and any right or claim to any part of an award that results from the exercise of eminent domain power of any governmental body, regardless of whether the loss or damage arise because of condemnation of all or part of the Premises. If a partial taking or condemnation renders the Premises unsuitable for Tenant's purposes under this Lease, the Tenant shall have the option to terminate this Lease. If an eminent domain power is exercised, Tenant shall have a claim for the unamortized portion of Tenant's capital investment in renovating the Premises and making the improvements specified in the Final Plans against Landlord for the value of an unexpired term of this Lease

ARTICLE 11  
PROHIBITION ON ASSIGNMENT AND SUBLETTING

11.1 Landlord's Consent Required.

11.1.1 Tenant shall not assign this Lease or Tenant's interest in and to the Premises without obtaining the prior written consent of Landlord. Any attempted assignment without such consent shall be void, and shall constitute a default by Tenant under this Lease. For purposes of this Article, the terms "assign" and "assignment" shall include any (i) act attempting to, or document purporting to, assign, transfer, enter into license or concession agreements for, change ownership of, or hypothecate this Lease or Tenant's interest in and to the Premises or any part thereof, (ii) change in the majority ownership of Tenant.

11.1.2 Any permitted assignee, transferee, licensee, concessionaire, or mortgagee shall agree for the benefit of Landlord to be bound by, assume, and perform all of the terms, covenants, and conditions of this Lease.

11.1.3 Notwithstanding anything contained herein to the contrary, Tenant shall not sublet, assign or enter to a management arrangement for the Premises on any basis such that the rent or other amounts to be paid by any subtenant, assignee or manager thereunder would be based, in whole or in part, on the income or profits derived from the business activities of such subtenant, assignee or manager on the Premises.

11.2 No Release of Tenant.

11.2.1 No assignment shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. In the event of default by any assignee of Tenant or any successor Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee. Landlord may consent to subsequent assignments of this Lease or amendments or modifications to this Lease with assignees of Tenant, upon notice to Tenant, or any successor of Tenant, and after obtaining Tenant's or such successor's consent thereto, and such action shall not relieve Tenant of liability under this Lease.

11.2.2 Notwithstanding the foregoing subsection, in the event of an assignment otherwise in compliance with this Article, Landlord may, but shall have no obligation to, release Tenant from its primary liability under this Lease. In order to obtain such release, Tenant shall submit a written request to Landlord therefor, together with the following information for the proposed assignee: name; most recently prepared annual



and quarterly financial statements (including a balance sheet and an income statement); and a description of the length and nature of the experience of the proposed assignee and its principals (if a closely held entity) in the business proposed to be conducted by the assignee on the Premises. In the event that Landlord consents to such release, Landlord shall so notify Tenant in writing.

### 11.3 Subletting.

11.3.1. Tenant is prohibited from subleasing all or any portion of the Premises without obtaining the prior written consent of Landlord. Any attempted sublease without such consent shall be void, and shall constitute a default by Tenant under this Lease.

11.3.2. Landlord's consent to any sublease shall not relieve Tenant from the obligation to obtain Landlord's consent to any further sublease.

11.3.3. Notwithstanding any sublease or assignment, Tenant shall remain fully liable for the payment of all Base Monthly Rent, and for the performance of all the terms, covenants and conditions contained in this Lease on Tenant's part to be observed and performed, and any default under any term, covenant or condition of this Lease by any subtenant or assignee shall be deemed to be a default under this Lease by Tenant.

## ARTICLE 12 DEFAULT; REMEDIES

12.1 Default. The occurrence of any one or more of the following events shall constitute a default by Tenant under this Lease:

12.1.2 Unless previously consented in writing by Landlord, the failure of Tenant to operate the Premises with the Permitted Use for more than thirty (30) consecutive days, other than failure to operate caused, in the reasonable opinion of Landlord, by a casualty to the Premises.

12.1.3 The failure by Tenant to make any payment of Base Monthly Rent, Impositions or any other payment required to be made by Tenant hereunder, where such failure shall continue for a period of seven (7) days.

12.1.4 The failure by Tenant to complete Tenant Improvements no later than one hundred and twenty (120) days from the date that the Landlord receives a Certificate of Completion for the Building Improvements as provided in section 3.2.4 above.

12.1.5 Except as otherwise provided in this Lease, the failure by Tenant to observe or perform any of the non-monetary covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than

thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion and the final determination thereof.

12.1.6 The admission by Tenant of its inability to pay debts as they mature.

12.1.7 Institution by or against Tenant of any bankruptcy, insolvency, reorganization, receivership or other similar proceeding involving the creditors of Tenant which, if instituted against Tenant is not dismissed within sixty (60) days after the commencement thereof;

12.1.8 The issuance or filing of any judgment, attachment, levy, garnishment or the commencement of any related proceeding or the commencement of any other judicial process upon or with respect to Tenant, all or substantially all of the assets of Tenant or the Premises.

12.1.9 Sale or other disposition by Tenant of substantially all of its assets or

12.1.10 Dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by Tenant.

12.1.11 Any material statement, representation or information made or furnished by or on behalf of Tenant to Landlord in connection with or to induce Landlord to enter into this Lease shall prove to be materially false or misleading when made or furnished.

12.2 Remedies. Upon the occurrence of a default by Tenant pursuant to the foregoing Section or otherwise in under this Lease, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

12.2.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled, at its option, and without notice to Tenant, to accelerate the remaining rent due and to recover from Tenant all damages incurred by Landlord by reason of Tenant's default.

12.2.2 Maintain Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the term hereof shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord 's rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder.

12.2.3 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the jurisdiction where the Premises are located.

12.3 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies provided in this Section or otherwise available at law or in equity.

## ARTICLE 13 REPRESENTATIONS AND WARRANTIES; FINANCIAL REPORTING

13.1 Representations and Warranties. To induce Landlord to enter into this Lease, Tenant represents and warrants to Landlord as follows:

13.1.1 This Lease is an enforceable obligation of Tenant.

13.1.2 Tenant is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as such terms are defined in the Internal Revenue Code of 1986, as amended) and the regulations promulgated thereunder).

13.1.3 There are no actions, suits or proceedings pending, or to the best of Tenant's knowledge, threatened, against or affecting it or the Premises which, if adversely determined, would materially impair the ability of Tenant to satisfy its obligations under or relating to this Lease.

13.1.4 Tenant has all required certificates of occupancy, building permits, certificates of environmental impact approval, all zoning, building, housing, safety, fire and health approvals and all other material permits and licenses required by any governmental authority and necessary or advisable to operate, occupy or use the Premises for the Permitted Use, all of which are unexpired, and to the extent obtainable, permanent and unconditional, and, without cost or risk to Landlord, are hereby assigned, to the extent assignable, to Landlord. The Tenant shall also be required to obtain all necessary licenses to operate the Permitted Use including but not limited to:

**Beer:**

- Florida - CMB
- Federal - Brewer's Notice

**Winery, or just beer and wine sales:**

- Florida - AMW or 2COP
- Federal - Bonded Winery Notice

**Spirits:**

- Florida - DD
- Federal - FDSP

## ARTICLE 14

### LIENS

14.1 Liens. Landlord shall have a lien against all of the property of the Tenant which may be located on the Lease Premises, for unpaid rent or other charges. Tenant hereby pledges and assigns to Landlord all the furniture, fixtures, goods and chattels of Tenant which shall or may be brought or put on said Premises as additional security for the payment of Tenant's monetary obligation under this Lease. Notwithstanding the foregoing, Landlord agrees that his lien shall be subordinate to the lien of any financing or lease hereafter obtained (other than from any parent, subsidiary or affiliated entity of Tenant) for the purpose of acquiring or leasing any equipment, machinery or trade fixtures for use in the operation of Tenant's business on the Premises. Tenant agrees that Landlord's lien may be enforced by distress, foreclosure or otherwise at the election of the Landlord. This provision shall be deemed to constitute a security agreement as that term is defined and utilized in the Uniform commercial Code in force in the State of Florida.

#### 14.2 Prohibition and Indemnity Against Mechanic's and Materialman's Liens.

(a) Landlord and Tenant shall use their best efforts to prevent the creation of any lien against the Premises on account of labor or materials furnished in connection with any construction, maintenance, repairs or alterations each shall undertake. If any such lien is filed against the Premises, the party contracting for such work (the "Contracting Party") shall cause such lien to be released within ninety (90) days after actual notice of the filing thereof or within thirty (30) days of actual notice shall furnish to the other party a bond or other security reasonably satisfactory to the other, conditioned to indemnify the other against the foreclosure of such lien. The Contracting Party shall have the right, after notice to the other, to contest in good faith and with all due diligence any such lien and shall not be required to pay any claim secured by such lien; provided that (i) such lien would not impair the rights or be satisfied out of the interest of the other in the Premises by reason of such delay, and (ii) the Contracting Party will, at its expense, defend the other and pay all costs reasonably incurred by the other relating to the contest if the other is joined in any suit pertaining thereto or if any such lien is placed upon the other's interest in the Premises.

(b) In no event shall anything contained in this Paragraph, or elsewhere in this Lease, be deemed to subject Landlord's interest in the Premises to the lien of any person doing work for or furnishing materials at the instance and request of Tenant. Tenant shall have no authority to create any liens for labor or materials on or against the Landlord's interest in the Premises and all persons contracting with Tenant for the erection, installation, alteration or repair of any building or other improvement in, on or to the Premises, and all materialmen, contractors, subcontractors, sub-subcontractors, mechanics and laborers are hereby charged with notice that they must look solely and only to the Tenant's interest in the Premises to secure the payment of any bill for work done or material furnished during the Term of this Lease and, specifically, not to Landlord or Landlord's interest.

## ARTICLE 15 BANKRUPTCY OR INSOLVENCY

15.1 Liquidation. In the event that Tenant shall become a debtor under Chapter 7 of the Bankruptcy Reform Act of 1978, as amended (the "Bankruptcy Code"), and Tenant's trustee or Tenant shall elect to assume this Lease for the purpose of assigning the same or otherwise, such election and assignment may be made only if the provisions of this Section are satisfied. If Tenant or Tenant's trustee shall fail to assume this Lease within one-hundred twenty (120) days after the entry of an order for relief, this Lease shall be deemed to have been rejected. Immediately thereupon, Landlord shall be entitled to possession of the Premises without further obligation to Tenant or Tenant's trustee and this Lease, upon the election of Landlord, shall terminate, but Landlord's right to be compensated for damages shall survive, whether or not this Lease shall be terminated.

15.2 Reorganization. In the event that a voluntary petition for reorganization is filed by Tenant, or an involuntary petition is filed against Tenant under Chapter 11 of the Bankruptcy Code, or in the event of the entry of an order for relief under Chapter 7 in a case which is then transferred to Chapter 11, Tenant's trustee or Tenant, as debtor-in-possession, must elect to assume this Lease within 120 days from the date of the filing of the petition under Chapter 11 or the transfer thereto, or Tenant's trustee or the debtor-in-possession shall be deemed to have rejected this Lease. Immediately thereupon, Landlord shall be entitled to possession of the Premises without further obligation to Tenant or Tenant's trustee, and this Lease, upon the election of Landlord, shall terminate. Landlord's right to be compensated for damages under the Bankruptcy Code, shall survive, whether or not this Lease shall be terminated.

## ARTICLE 16 GENERAL PROVISIONS

16.1 Quiet Enjoyment. Subject to the terms and conditions of this Lease, Tenant shall have the quiet and peaceful possession of the Premises.

16.2 Definition of Rent. All monetary obligations of Tenant to Landlord under the terms of this Lease, including, without limitation, insurance premiums and other Impositions payable hereunder shall be deemed to be "Rent."

16.3 Subordination. Subject to Article 14 hereof, this Lease shall be subordinate to any superior lease, mortgage, deed of trust, or any other hypothecation or security now existing or hereafter placed upon the Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof and Tenant hereby agrees, upon request by Landlord, to execute and deliver to Landlord and its lender(s) a subordination, non-disturbance and attornment agreement in the form reasonably prescribed by such lender(s) with respect to any such superior lease, mortgage, deed of trust, hypothecation, or security.

16.4 Surrender of Premises. Except for changes resulting from eminent domain proceedings and Landlord approved alterations, at the expiration or sooner termination of the Lease Term, Tenant shall surrender the Premises in good condition, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises. Tenant may at such time remove all of Tenant's moveable equipment, machinery, trade fixtures and other personal property, and restore to original condition any Alterations not previously approved by Landlord, and shall repair any damage to the Premises caused thereby, and any or all of such property not so removed shall become the exclusive property of Landlord or be disposed of by Landlord, without further notice to or demand upon Tenant.

16.5 Estoppel Certificates. Each party (each a "Responding Party") shall at any time upon not less than 10 days' prior written notice from the other party (each a "Requesting Party") execute, acknowledge, and deliver to the Requesting Party a statement in a form prescribed by Landlord certifying and acknowledging the following: (i) that this Lease represents the entire agreement between Landlord and Tenant, and is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Minimum Monthly Rent and other charges are paid in advance, if any; and (ii) that there are not, to the Responding Party's knowledge, any uncured defaults on the part of the Requesting Party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrances of the Premises or of the business of the Requesting Party.

16.6 Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

16.7 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant and supersedes all prior agreements between them with respect to the Premises, whether written or oral.

16.8 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, certified mail, return receipt requested or by nationally recognized overnight courier service delivered to Tenant or to Landlord, as the case may be, at the addresses for each set forth in the Fundamental Lease Provisions. Either party may by notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate by notice to Tenant.

16.9 Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent default by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any

subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding default by Tenant hereunder, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding default at the time of acceptance of such rent.

16.10 Recording. Either Landlord or Tenant shall, upon request of the other, execute, acknowledge, and deliver to the other a "short form" memorandum of this Lease for recording purposes. Such memorandum shall be in the form prescribed by Landlord. In addition, any termination agreement shall be similarly recorded, which agreement shall survive the termination of this Lease.

16.11 Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration or termination of the Lease Term, such occupancy shall be a tenancy from month-to-month upon all the provisions of this Lease pertaining to the obligations of Tenant and Tenant shall thereby waive its rights of notice to quit. The monthly rent due during such hold-over period shall be equal to 150% of the Minimum Monthly Rent then in effect, and Tenant shall continue to be obligated to pay all Impositions and other amounts required to be paid by the terms of this Lease.

16.12 Choice of Law. The laws of Florida shall govern the validity, performance, and enforcement of this Lease.

16.13 Attorneys' Fees. Should either party institute any action or proceeding to enforce any provision hereof or for a declaration of such party's rights or obligations hereunder, the prevailing party shall be entitled to receive from the losing party such amounts as the court may adjudge to be reasonable attorneys' fees and expenses for services rendered to the party prevailing in any such action or proceeding, and such fees shall be deemed to have accrued upon the commencement of such action or proceeding and shall be enforceable whether or not such action or proceeding is prosecuted to judgment.

16.14 Waiver of Jury Trial. LANDLORD AND TENANT EACH HEREBY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER LANDLORD OR TENANT AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.

16.15 Liability of Landlord. In the event of any sale or other transfer of Landlord's interest in the Premises, Landlord shall be relieved of all liabilities and obligations of Landlord hereunder arising after the date of such transfer. Notwithstanding anything contained herein to the contrary, Landlord shall have no personal liability in respect of any of the terms, covenants, conditions or provisions of this Lease, and in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant and any persons claiming by, through or under Tenant shall look solely to the equity of the

Landlord in the Premises for the satisfaction of Tenant's and/or such persons' remedies and claims for damages.

16.16 Payment and Performance Bonds. Prior to commencement of construction of the Tenant Improvements to the Leased Premises contemplated by the Final Plans, Tenant shall provide satisfactory proof that it has secured a statutory payment and performance bond pursuant to Florida Statutes Chapter 713 and Florida Statutes Chapter 255 (for itself or from its respective contractor(s)) for construction of the improvements and infrastructure improvements related thereto, written by a corporate surety company on the U.S. Department of Treasury's current approved list of acceptable sureties on Federal Bonds, as found in the U.S. Department of Treasury Circular No. 570, as same may be updated from time to time in the full amount of any contract entered into by Tenant with said bonds being executed and issued by a resident agent licensed by and having offices in the State of Florida representing such corporate surety at the time such capital improvements are constructed, conditioned upon full and faithful performance by Tenant or any contractor, if applicable, of such contract, and full payment to all laborers and materialmen supplying labor or materials for such improvements. Such bonds shall identify Landlord as an additional or dual obligee. If the bonds are provided by the contractor, the bond shall provide that a default by Tenant in the performance of the contractor's contract, shall not be raised as a defense to the Landlord as one of the obligee's requiring performance of such construction contract by the surety.

16.17 No Merger. There shall be no merger of this Lease, or the leasehold estate created by this Lease, with any other estate or interest in the Premises, or any part thereof, by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly, (i) this Lease or the leasehold estate created by this Lease, or any interest in this Lease or in any such leasehold estate, and (ii) any such other estate or interest in the Premises or any part thereof; and no such merger shall occur unless and until all persons, corporations, firms and other entities having an interest (including a security interest) in (1) this Lease or the leasehold estate created by this Lease; and (2) any such other estate or interest in the Premises, or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

16.18 Interpretation. The captions by which the Articles and Sections of this Lease are identified are for convenience only and shall have no effect upon the interpretation of this Lease. Whenever the context so requires, singular numbers shall include the plural, the plural shall refer to the singular, the neuter gender shall include the masculine and feminine genders, and the terms "Landlord" and "Tenant" and "person" shall include corporations, limited liability companies, partnerships, associations, other legal entities, and individuals.

16.19 Not Construed Against Drafter. This Lease has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Lease require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.



16.20 Relationship of the Parties. Nothing in this Lease shall create a partnership, joint venture, employment relationship, borrower and lender relationship, or any other relationship between Landlord and Tenant, other than the relationship of landlord and tenant.

16.21 Successors. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective personal and legal representatives, heirs, successors, and assigns.

16.22 Modifications. This Lease may not be altered, amended, changed, waived, terminated, or modified in any manner except by a written instrument executed by Landlord and Tenant.

16.23 Brokerage Fees. Landlord and Tenant each represent and warrant that they have not employed a broker in connection with the execution of this Lease. Landlord and Tenant shall each indemnify and hold the other harmless from and against any claim or claims for brokerage or other commissions arising from such party having employed a broker contrary to its representation in this Section.

16.24 Waiver of Redemption. To the extent permitted by law, Tenant hereby waives any and all rights of redemption with respect to this Lease. Tenant hereby waives any rights it may have to any notice to cure or vacate or to quit provided by any current or future law; provided that the foregoing shall not be deemed to waive any notice expressly provided in this Lease.

16.25 No Waiver of Sovereign Immunity. Nothing contained in this Lease is intended to serve as a waiver of sovereign immunity by any agency, including Landlord, to which sovereign immunity may be applicable. Nothing herein shall be considered as a waiver of the limitations set forth in Section 768.28, Florida Statutes, as amended.

16.26 Not Binding Until Executed. This Lease does not constitute an "offer" and is not binding until fully executed and delivered by Landlord.

16.27 Counterparts. This Lease may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

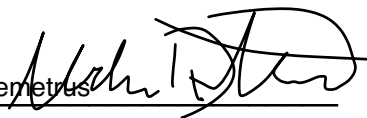
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first set forth above.

LANDLORD:  
CITY OF SUNRISE

TENANT:  
GHOSTORCHID LLC

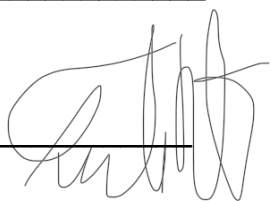
By: \_\_\_\_\_

Its: \_\_\_\_\_

By: Michael Demetrius 

Its: Managing Partner

and

By: Fernando Plata 

Its: Managing Partner


ATTEST:

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

WITNESS:

  
Print Name: Marcus Adams

WITNESS:

  
Print Name: Monica Plata

DATE: \_\_\_\_\_

EXHIBIT A  
DESCRIPTION OF PREMISES

Unit 8 of LIBRARY SQUARE, a Commercial Condominium, according to the Declaration thereof, filed for record on February 27, 1985 and recorded in Official Records Book 12352, Page 538, of the Public Records of Broward County, Florida.  
Together with

Unit 9 of LIBRARY SQUARE, a Commercial Condominium, according to the Declaration thereof, filed for record on February 27, 1985 and recorded in Official Records Book 12352, Page 538, of the Public Records of Broward County, Florida.

## EXHIBIT B BREWERY CONCEPT

The Ghost Orchid at Sunrise is an innovative fusion of a brewery, distillery, and restaurant, designed to provide an exceptional culinary and beverage experience. With an emphasis on craftsmanship and creativity, the establishment will offer a diverse menu of alcoholic and non-alcoholic beverages, including craft and brewed sodas. Ghost Orchid's mission is to create a space that fosters community, innovation, cultural enrichment and sustainability while delivering a world-class hospitality experience.

The 2,342 sq. ft. facility will include:

- Open ceilings to provide a signature contemporary element with a spaciousness and inviting atmosphere.
- The space will include a blend of natural materials such as wood, abundant natural light and lush greenery to create a warm atmosphere.
- Art will be included as part of the space's theme and décor.
- A dedicated listening bar, equipped with a hi-fi stereo system and record player, will enhance the ambiance with carefully curated music.
- Outdoor Biergarten Seating and Entertainment Area (included as part of the Village Art Plaza).
- Kitchen will have all the necessary equipment to create a high-end culinary experience while also making it approachable to the kitchen staff to stock, prep, cook, plate and serve with quality and customer experience at the forefront, as mutually agreed upon Landlord and Tenant.
- Interior Seating with view of Brewery/Distillery Production Facility – customers are going to be able to see the beautiful brewing and distilling stainless steel equipment and the brewing and distilling process.
- The brewery and distillery will produce not only classic offerings but also groundbreaking alcoholic and non-alcoholic beverages, including craft and brewed sodas.
- Large glass doors to the Village Art Plaza - this is going to create great flow and connection between the Village Art Plaza and the indoor space.
- High Bar Seating and low Table Seating.

EXHIBIT C  
BREWING/DISTILLING EQUIPMENT

**Brewery**

**Brewhouse**

600L (5 bbl) mash/lauter tun  
600L (5 bbl) boil kettle  
1000L (8.5bbl) hot liquor tank  
Brewing platform  
Centrifugal pump  
Stainless piping  
GAC (carbon) water filter  
Heat exchanger

**Fermentation**

4 - 600L (5 bbl) fermentation tanks  
4 - 600L (5 bbl) brite [tax determined] serving tanks, located behind bar - direct draw

**Glycol Chilling**

1000L (8.5bbl) cold liquor tank  
Schedule 80/PEX Insulated Glycol line \*indoors\* with two (2) 3 HP Glycol chillers 3-Phase/380V/50Hz 7.5A (15A total current), Unit Weight: 160kg; Running Weight: 175kg each \*outdoors-rooftop\*

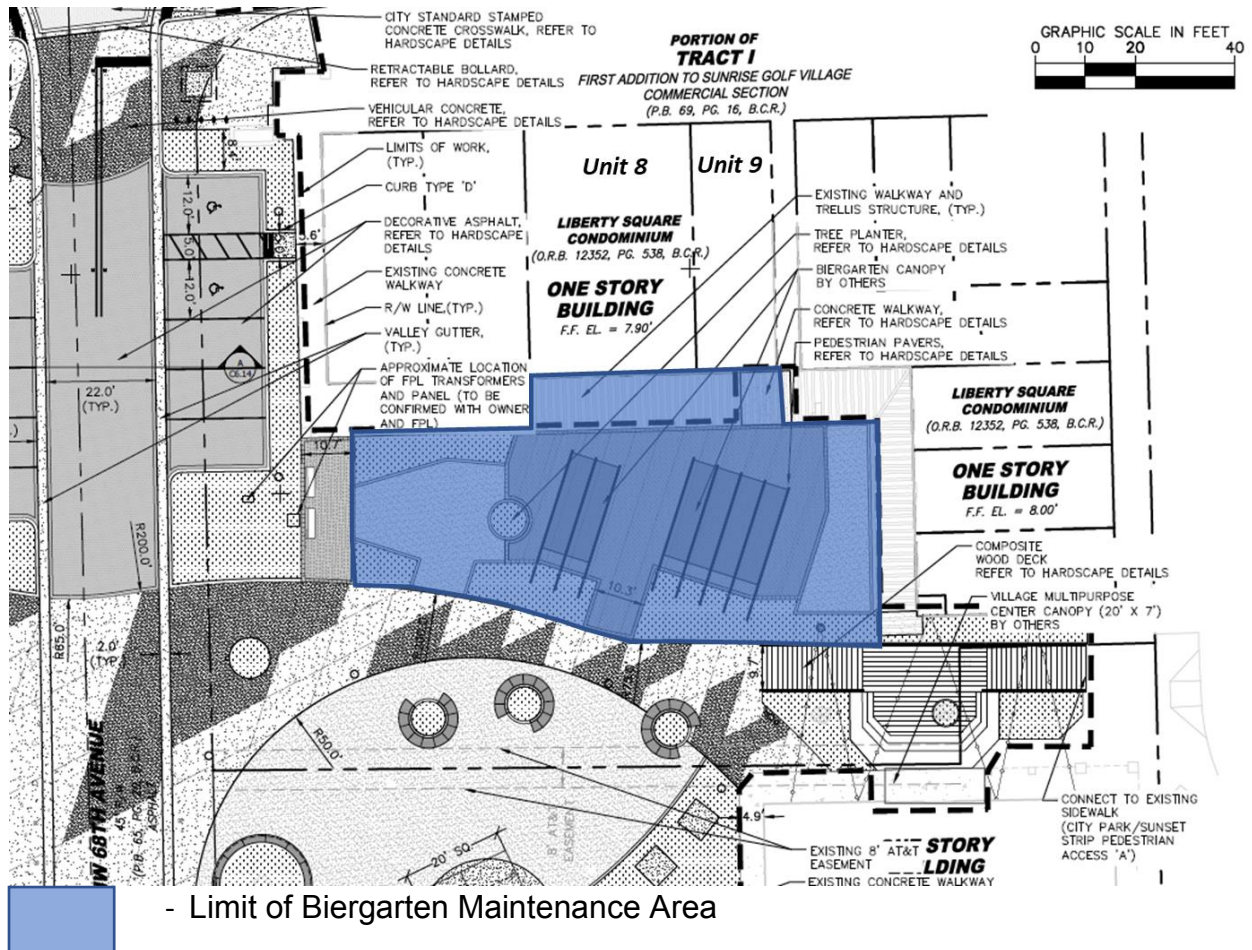
**Additional**

Control Panel  
Pump(s)  
Tools  
Lenticular Filter  
Process hosing

**Distillery**

100L Still  
2 – Head bottle filler  
40 Gallon blending/holding tank

# EXHIBIT D BIERGARTEN AREA (AREA HIGHLIGHTED IN BLUE)



- Limit of Biergarten Maintenance Area



Rendering of the Biergarten area

**SUN-SENTINEL**

**Sold To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise,FL 33351-6899

**Bill To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise,FL 33351-6899

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**

**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper's website, if authorized on Mar 29, 2025  
SSC\_Notice of Public Meeting  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

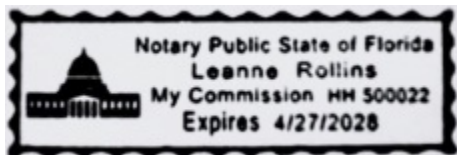


\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this: March 30, 2025.



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail

**Affidavit Email Address:** LLawrence@sunrisefl.gov  
7789929

**NOTICE OF PUBLIC HEARING**

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

April 8, 2025 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

The City of Sunrise City Commission Meeting on April 8th, 2025 at 5:00pm will be hosted in both an in-person format (Sunrise City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351) and a virtual format. The public is encouraged to attend and participate by telephone. 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.

C25044

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AGREEMENT FOR SALE AND PURCHASE" BETWEEN THE CITY OF SUNRISE AND EDNY SAINT FELIX FOR 6778 SUNSET STRIP, UNIT 10, SUNRISE, FLORIDA, BEARING BROWARD COUNTY PROPERTY APPRAISER'S FOLIO NO. 494127BG0100; APPROVING A "LEASE" WITH EDNY SAINT FELIX AS SET FORTH IN SECTION 31 AND EXHIBIT A OF THE AGREEMENT; AUTHORIZING CITY STAFF TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE PURCHASE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25052

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE BETWEEN CITY OF SUNRISE AND GHOSTORCHID LLC" FOR CITY PROPERTY LOCATED AT 6772 SUNSET STRIP, UNIT #8 AND 6776 SUNSET STRIP, UNIT #9; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25045

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 5 "FINANCE AND TAXATION," ARTICLE V "PURCHASING AND CONTRACTING," DIVISION 3 "PROCEDURE," BY AMENDING SECTION 5-173 "PROCUREMENT OF COMMODITIES



OR CONTRACTUAL SERVICES" TO REINSTATE AN EXEMPTION FOR INFORMATION TECHNOLOGY COMMODITIES OR CONTRACTUAL SERVICES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public may attend and participate in the above meeting by telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:

Call in number: 954-395-2401

Access Code: 368262

Attendees can press 5\* on their phone keypad to sign up 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

The meeting documents are available on our Commission Agendas webpage at <https://www.sunrisefl.gov/departments-services/city-commission/commission-agendas>

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 2 hours in advance of the scheduled emergency meeting, or as soon as you receive this notice. 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 (TYY/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770. Every reasonable effort will be made to allow for meeting participation.

Any person can submit written comments or evidence or other physical evidence which he or she intends to offer into evidence during the City Commission Meeting via email [CityManager@sunrisefl.gov](mailto:CityManager@sunrisefl.gov), or to the City Manager's Office, 10770 West Oakland Park Boulevard,

## SUN-SENTINEL

Sunrise, FL 33351. The City of Sunrise will be conducting the April 8, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401  
Access Code: 368262.  
3/29/2025 7789929

Order # - 7789929



## AGENDA ITEM REQUEST

---

**Originating Department:** City Manager

**Item Title:** Amendment

**Item Number:** 12C

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25045

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**Item Description:**

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 5 "Finance and Taxation," Article V "Purchasing and Contracting," Division 3 "Procedure," by Amending Section 5-173 "Procurement of Commodities or Contractual Services" to reinstate an exemption for information technology commodities or contractual services; providing for conflict; providing for severability; and providing for an effective date. City Manager Mark Lubelski. (First Reading 3/25/2025 Passed 4-0 Guzman Absent).

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**Funding:**

Various Departmental Accounts

**Amount:**

Not to exceed budgeted funds for FY 2024/2025  
Subsequent years' expenditures subject to budget approval

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**ATTACHMENTS:**

ATY Ordinance - C25045  
Legal Ad

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**Background:**

The City of Sunrise relies heavily upon information technology infrastructure for the successful day-to-day operation of the City and its utility system. It is critical for the City to ensure that its information technology infrastructure meets the current and future needs of the City, which requires assistance to review and implement information technology infrastructure support services, including such things as; master plan updates, risk assessments, evaluation, external audits, studies relating to technical support services, software, Utility related software such as SCADA, and associated equipment.

The previous City Commission authorization was for a period of 18 (eighteen) months, which expired December 31, 2024.

It is requested that the City Commission approve an exemption to Section 5-173 of the City's Code to waive competitive procurement and allow the City Manager, through April 7, 2027, to procure IT related contractual services and associated equipment that do not exceed \$225,000, subject to budget approval and subject to approval by the City Attorney and Risk Manager.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Holly Raphaelson, Procurement  
Specialist

Phone: 954-572-2202

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**Department Head Name and Title:**

Susan Nabors, Director of Finance and Administrative Services

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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, AMENDING CHAPTER 5 “FINANCE AND TAXATION,” ARTICLE V “PURCHASING AND CONTRACTING,” DIVISION 3 “PROCEDURE,” BY AMENDING SECTION 5-173 “PROCUREMENT OF COMMODITIES OR CONTRACTUAL SERVICES” TO REINSTATE AN EXEMPTION FOR INFORMATION TECHNOLOGY COMMODITIES OR CONTRACTUAL SERVICES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Sunrise relies heavily upon information technology infrastructure for the successful day-to-day operation of the City and its utility system; and

WHEREAS, it is critical for the City to ensure that its information technology infrastructure meets the current and future needs of the City; and

WHEREAS, the City requires assistance to review and implement information technology infrastructure services, including such things as: master plan updates, risk assessments, evaluation, external audits, studies relating to technical support services, software, utility-related software such as SCADA, data processing software as defined in Florida Statutes §119.011, and associated equipment; and

WHEREAS, the City created an exemption to Section 5-173 of the City’s Code of Ordinances to waive competitive procurement for Information Technology commodities and contractual services that do not exceed \$225,000 per expenditure; and

WHEREAS, this exemption expired December 31, 2024, and the City wishes to reinstate this exemption from the effective date of this Ordinance through March 24, 2027.

NOW THEREFORE, BE IT ORDAINED 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 Ordinance.

Section 2. That section 5-173 of the Code of the City of Sunrise, Florida, is hereby amended to read as follows:

Section. 5-173. - Procurement of commodities or contractual services.

\* \* \*

(c) When the purchase price of commodities or contractual services exceeds the threshold amount provided in category two, no purchase of commodities or contractual services may be made without receiving competitive sealed bids or competitive sealed proposals unless:

\* \* \*

(9) The commodities or contractual services do not exceed two hundred twenty-five thousand dollars (\$225,000.00) and are in: a. the category of risk assessments, evaluations, or external audits of the City's information technology security program for the data, information, and information technology resources; b. the category of information related to the security of the technology, processes, or practices of the city's utility systems and are designed to protect the utility's networks, computers, programs and data from attack, damage, or unauthorized access; or c. the category of data processing software or equipment associated with any of the categories. The city manager is authorized to execute contracts and direct the issuance of purchase orders for commodities or contractual services procured under this subsection subject to budget approval and subject to approval by the city attorney and risk manager. The exemption in this subsection shall automatically expire on ~~December 31, 2024~~March 24, 2027.

Section 3. 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 4. 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 5. Effective Date. This Ordinance shall be effective immediately upon its passage and shall remain in effect through March 24, 2027.

PASSED AND ADOPTED upon this first reading this 25TH DAY OF MARCH, 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: SCUOTTO  
SECOND: KERCH

CLARKE: YEA  
GUZMAN: ABSENT  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

SECOND READING

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

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

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



**SUN-SENTINEL**

**Sold To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise, FL 33351-6899

**Bill To:**

City Of Sunrise City Commission office - CU00113661  
10770 West Oakland Park Blvd. 4th Floor, 4th Floor  
Sunrise, FL 33351-6899

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**

**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting .  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper's website, if authorized on Mar 29, 2025  
SSC\_Notice of Public Meeting  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

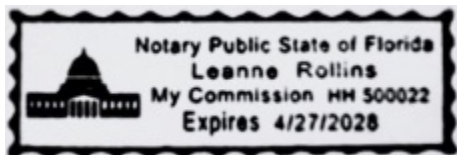


\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this: March 30, 2025.



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )

**Affidavit Delivery Method:** E-Mail

**Affidavit Email Address:** LLawrence@sunrisefl.gov  
7789929

**NOTICE OF PUBLIC HEARING**

The following item(s) will be presented to the City Commission, City of Sunrise, Florida on:

April 8, 2025 at 5:00 p.m. in Sunrise City Hall, Commission Chambers located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351.

This item will be on file in the Office of the City Clerk located at 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 and may be reviewed Monday through Friday, 9:00 a.m. to 5:00 p.m.

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C25044

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN "AGREEMENT FOR SALE AND PURCHASE" BETWEEN THE CITY OF SUNRISE AND EDNY SAINT FELIX FOR 6778 SUNSET STRIP, UNIT 10, SUNRISE, FLORIDA, BEARING BROWARD COUNTY PROPERTY APPRAISER'S FOLIO NO. 494127BG0100; APPROVING A "LEASE" WITH EDNY SAINT FELIX AS SET FORTH IN SECTION 31 AND EXHIBIT A OF THE AGREEMENT; AUTHORIZING CITY STAFF TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE PURCHASE; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25052

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE BETWEEN CITY OF SUNRISE AND GHOSTORCHID LLC" FOR CITY PROPERTY LOCATED AT 6772 SUNSET STRIP, UNIT #8 AND 6776 SUNSET STRIP, UNIT #9; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

C25045

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 5 "FINANCE AND TAXATION," ARTICLE V "PURCHASING AND CONTRACTING," DIVISION 3 "PROCEDURE," BY AMENDING SECTION 5-173 "PROCUREMENT OF COMMODITIES

OR CONTRACTUAL SERVICES" TO REINSTATE AN EXEMPTION FOR INFORMATION TECHNOLOGY COMMODITIES OR CONTRACTUAL SERVICES; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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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.

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## SUN-SENTINEL

Sunrise, FL 33351. The City of Sunrise will be conducting the April 8, 2025 City Commission Meeting via Vast Conference Calling call in number: 954-395-2401  
Access Code: 368262.  
3/29/2025 7789929

Order # - 7789929



## AGENDA ITEM REQUEST

---

**Originating Department:** Leisure Services

**Item Title:** Amendment

**Item Number:** 12D

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25020

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**Item Description:**

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Ordinance No. 782-X, as Amended, relating to the Leisure Services Fee Schedule, by adding fees for the “Signature Sunrise” Ballrooms as Exhibit H; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Kevin Pickard, Director of Leisure Services.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

ATY Ordinance - C25020

NEW Exhibit H - Signature Sunrise Fees  
Exhibits A-G

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**Background:**

City staff has spent the last several months making various improvements to the Civic Center Ballroom space in order to prepare it for reopening in the near future. Specific improvements include new flooring, new paint, new lighting, new chairs, and new accent features and furniture. In conjunction with the re-opening of the renovated ballrooms located at the Sunrise Civic Center on the City's Municipal Campus, rebranded as "Signature Sunrise", City staff has proposed new fees associated with the rental of this space. Historically, the ballrooms were managed by a 3rd party contractor, with fees established through their contractual agreement.

The new fees are included on Exhibit H of the fee schedule. This newly renovated Ballroom space will be rented similar to other venues within the City such as Flamingo Hall, where the person renting the space will also select their own caterer. Under this fee schedule, we are also permitting ancillary rentals for items such as the portable stage, the rotunda, the green room(s), and the amphitheater; however, these items can only be added to a Ballroom rental and not rented separately. We have temporarily suspended amphitheater rentals for both the Civic Center and City Park locations to provide an opportunity for staff to further evaluate the best strategy for future use of these key outdoor facilities.

To establish the new Signature Sunrise ballroom fees, the Leisure Services Department proposes amending Ordinance No. 782-X – Leisure Services Fees, to include fees associated with the Signature Sunrise ballrooms as Exhibit H to the Ordinance.

It is requested that the City Commission approve the new fees for the newly renovated Signature Sunrise ballroom so that staff can begin marketing the space and securing rentals, which typically occurs months or years in advance of the planned events.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Kevin Pickard, Director of Leisure  
Services

Phone: 954-746-4600

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**Department Head Name and Title:**

Kevin Pickard  
Leisure Services Director

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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, AMENDING ORDINANCE NO. 782-X, AS AMENDED, RELATING TO THE LEISURE SERVICES FEE SCHEDULE, BY ADDING FEES FOR THE “SIGNATURE SUNRISE” BALLROOMS AS EXHIBIT H; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, in conjunction with the re-opening of the renovated ballrooms at the Sunrise Civic Center, rebranded as the “Signature Sunrise” ballrooms, City staff has proposed new fees associated with the rental of this space; and

WHEREAS, historically, the ballrooms were managed by a third-party contractor, with fees established by contract; and

WHEREAS, an amendment to the Leisure Services Fee Schedule is required to include fees associated with the ballrooms.

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

Section 1. The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent of this Ordinance.

Section 2. Pursuant to Ordinance No. 782-X, as amended, the “Signature Sunrise” Ballroom Fees are hereby approved as set forth in Exhibit H, attached hereto and made a part of this Ordinance.

Section 3. Exhibits A-G of Ordinance No. 782-X-24-A remain a part of this Ordinance without any changes.

Section 4. All other fees adopted by Ordinance No. 782-X, as amended, remain in full force and effect.

Section 5. Fees set forth in Exhibit A and Exhibit H may be waived by resolution upon the City Commission’s determination that a municipal public purpose exists. Additionally, the City Commission determines that a municipal public purpose exists and determines that the Director of Leisure Services or designee may waive fees set forth in Exhibit A and Exhibit H for meetings among government entities; for meetings among representatives or employees of government entities; for meetings of state, regional, or national organizations which promote the exchange of ideas



between, or the professional development of, government officials or employees, and whose membership is primarily composed of elected or appointed public officials or public employees; for trainings of Sunrise employees; and pursuant to Resolution No. 08-169, as amended.

Section 6. Any adjustments to the fees identified in the Exhibits to this Ordinance may be approved by Resolution of the City Commission after an advertised public hearing in accordance with Section 5-200 of the Code of Ordinances of the City of Sunrise, Florida.

Section 7. 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 8. 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 9. 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:

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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: \_\_\_\_\_

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Thomas P. Moss

## **EXHIBIT H**

### **“Signature Sunrise” Ballroom Fees**

	<b><u>Sunrise Residents and Sunrise Resident Businesses (Including Sunrise Non-Profits)</u></b>	<b><u>Non-Sunrise Residents and Non-Sunrise Resident Businesses (Including Non-Sunrise Non-Profits)</u></b>
<u>Non-peak day, per salon – 4-hour block</u>	<u>\$400</u>	<u>\$800</u>
<u>Non-peak day, per salon – 8-hour block</u>	<u>\$800</u>	<u>\$1,600</u>
<u>Non-peak day, Grand Ballroom – 4-hour block</u>	<u>\$1,050</u>	<u>\$2,250</u>
<u>Non-peak day, Grand Ballroom – 8-hour block</u>	<u>\$2,100</u>	<u>\$4,500</u>
<u>Non-peak rental, additional hour, per salon</u>	<u>\$150</u>	<u>\$150</u>
<u>Non-peak rental, additional hour, Grand Ballroom</u>	<u>\$450</u>	<u>\$450</u>
<u>Peak day, per salon – 8-hour block</u>	<u>\$1,000</u>	<u>\$2,000</u>
<u>Peak day, Grand Ballroom – 8-hour block</u>	<u>\$2,700</u>	<u>\$5,700</u>
<u>Peak rental, additional hour, per salon</u>	<u>\$150</u>	<u>\$300</u>
<u>Peak rental, additional hour, Grand Ballroom</u>	<u>\$450</u>	<u>\$900</u>
<u>Refundable Security Deposit</u>	<u>\$500 per salon</u>	<u>\$500 per salon</u>

*\*Peak Days: Friday and Saturday; Non-Peak Days: Sunday - Thursday*

*\*\*Catering to be provided separately by renter*

### **Additional Fees – Only Available In Conjunction with Signature Sunrise Rental**

<u>Alcohol Permit - Required to serve any alcohol</u>	<u>\$250/length of rental</u>
<u>Mobile Bar without Server</u>	<u>\$100/per bar/length of rental</u>
<u>Platform Stage, includes set-up</u>	<u>\$250/length of rental</u>
<u>Green Room/Dressing/VIP Room - Theatre</u>	<u>\$300/length of rental</u>
<u>Green Room/Dressing/VIP Room - Amphitheater</u>	<u>\$300/length of rental</u>
<u>Outdoor Event Space - Amphitheater</u> <u>- 3-hour minimum</u>	<u>Resident: \$30/hour   Non-Resident: \$40/hour</u>
<u>Outdoor Event Space - Rotunda</u> <u>- 3-hour minimum</u>	<u>Resident: \$30/hour   Non-Resident: \$40/hour</u>

## EXHIBIT A

<u>Facility Name</u>	<u>Rental Fee</u>	<u>Capacity</u>
Athletic Club Meeting Room	Resident \$30/hr. Non-Resident \$55/hr. Non-Profit \$15/hr.	30
Civic Center Community Room	Resident \$30/hr. Non-Resident \$55/hr. Non-Profit \$15/hr.	40
Civic Center Dance Studios	Resident \$30/hr. Non-Resident \$55/hr. Non-Profit \$15/hr. Non-Profit \$15/hr.	30
Flamingo Park Meeting Hall (includes Patio)	Resident \$50/hr. Non-Resident \$85/hr. Non-Profit \$15/hr.	150
Flamingo Park Hall Patio	Resident \$30/hr. Non-Resident \$55/hr.	30
Flamingo Park Meeting Room	Resident \$30/hr. Non-Resident \$55/hr. Non-Profit \$15/hr.	50
New River Civic Center	Resident \$30/hr. Non-Resident \$55/hr. Non-Profit \$15/hr.	100
Nob Hill Hall	Resident \$50/hr. Non-Resident \$85/hr. Non-Profit \$15/hr.	150
Sunrise Athletic Complex (SAC) Community Room	Resident \$30/hr. Non-Resident \$55/hr. Non-Profit \$15/hr.	40

Sunrise Athletic Complex (SAC) Meeting Room	Resident \$30/hr.	50
	Non-Resident \$55/hr.	
	Non-Profit \$15/hr.	
Village Civic Center	Resident \$30/hr.	100
	Non-Resident \$55/hr.	
	Non-Profit \$15/hr.	
Welleby Park Meeting Room	Resident \$30/hr.	50
	Non-Resident \$55/hr.	
	Non-Profit \$15/hr.	

\*NOTE: 4 Hrs. Minimum on all Rentals (includes set-up and clean-up time) except Flamingo Hall Patio, Community Rooms, and Dance Studios which are a minimum of two hours. All rental fees subject to Florida sales tax.

Fee may be waived for public purposes as approved by the City Commission.

Must be 18+ years old to rent a facility or field.

Rentals are based upon availability as determined by the City.

A deposit of \$200 is required (except for Flamingo Hall Patio at \$50)

Additional Fees (where applicable)

Late rental fee past hours of operation	\$20/hr
Ice Fee	\$10
Alcohol Fee	\$25
Projector Fee	\$50
Technical Services	Prevailing Rates

## EXHIBIT B

### SUNRISE CIVIC CENTER ATHLETIC CLUB FEES

#### ATHLETIC CLUB FEES

##### Definitions

**Athletic Club:** (All Amenities): Includes Fitness Center, Basketball Gymnasiums, Racquetball Courts, Walking Track, and Game Room

**Fitness Center:** Includes Workout Equipment, Locker Rooms, and Advance Reservations for Racquetball/Wallyball Court (ages 16+ only)

**Family Membership:** Includes Up to Five (5) Household Members at the same address.

Additional Family Member: Additional Cost Per Person for Additional Household Members Above 5

##### Membership Levels

**Basic:** Includes Basketball Gymnasiums, Racquetball Courts, Walking Track, and Game Room;

**Plus:** Includes all Basic Membership facilities and the Fitness Center (age 16+ only)

**Deluxe:** Includes all Plus Membership facilities and the Pool

<u>Annual Memberships</u>	<u>Resident</u>	<u>Non-Resident</u>
Basic (Ages 18+, excludes Fitness Center)	\$0	\$75
Basic Junior (Ages 13-17, excludes Fitness Center)	\$0	\$50
Plus (Ages 18+, includes Fitness Center)	\$150	N/A
Plus Family (Up to 5 Household Members, includes Fitness Center for family members 16+)	\$225	N/A
Plus - Additional Family Member	\$30	N/A
Deluxe (Ages 18+, includes Pool & Fitness Center)	\$175	N/A
Deluxe Family (Includes Pool & Fitness Center for family members 16+)	\$250	N/A
Deluxe - Additional Family Member	\$50	N/A

### Monthly Memberships

	<u>Resident</u>	<u>Non-Resident</u>
<b>Plus</b> (Ages 18+, includes Fitness Center)	\$20	\$35
<b>Plus Family</b> (includes Fitness Center for family members 16+)	\$30	\$50

### Multiple Memberships

Only applicable to The Bridges at Springtree Golf Club, Sunrise Tennis Club, and Plus or Deluxe Athletic Club Membership for Sunrise residents.

1 <sup>st</sup> Membership at Any Facility	Regular Membership Price
2 <sup>nd</sup> Membership at Any Facility	25% Discount on 2 <sup>nd</sup> Membership
3 <sup>rd</sup> Membership at Any Facility	50% Discount on 3 <sup>rd</sup> Membership

### Daily Passes

	<u>Resident</u>	<u>Non-Resident</u>
<b>Basic</b> (Ages 18+, excludes Fitness Center)	\$0	\$5
<b>Basic Junior</b> (Ages 13-17, excludes Fitness Center)	\$0	\$3
<b>Plus</b> (Ages 18+, includes Fitness Center)	\$5	\$10

### **Hourly Racquetball and Wallyball Court Reservations** (FREE for Plus & Deluxe Members)

<b>Racquetball Court</b>	\$5	N/A
<b>Wallyball Court</b>	\$8	N/A
<b>Pickleball Daily Fee</b>	\$3	\$4
<b>Pickleball Annual Membership</b>	\$30	\$40

### **Guidelines**

- 1) Individuals under 13 years old can utilize Athletic Club facilities, excluding the Fitness Center, when accompanied by a card-holding member.
- 2) Individuals 16+ years old can use Fitness Center when included on Family Membership.
- 3) Up to fifteen (15) Guest Passes will be available for members with an Annual Plus, Annual Plus Family, Annual Deluxe or Annual Deluxe Family membership at no charge during the membership year. No additional Guest Passes will be available for purchase.
- 4) Basic and Basic Junior memberships provide access to all facilities where Basketball Gymnasiums, Racquetball Courts, Walking Track, and Game Room amenities are available. This is applicable for Sunrise residents only.

**SUNRISE ATHLETIC COMPLEX (SAC) MULTIPURPOSE CENTER FEES**

<b><u>Annual Memberships</u></b>	<b><u>Resident</u></b>	<b><u>Non-Resident</u></b>
<b>Basic</b> (Ages 18+)	\$0	\$75
<b>Basic Junior</b> (Ages 13-17)	\$0	\$50
<b><u>Daily Passes</u></b>		
<b>Basic</b> (Ages 18+)	\$0	\$5
<b>Basic Junior</b> (Ages 13-17)	\$0	\$3

**VILLAGE MULTIPURPOSE CENTER FEES**

<b><u>Annual Memberships</u></b>	<b><u>Resident</u></b>	<b><u>Non-Resident</u></b>
<b>Basic</b> (Ages 18+)	\$0	\$75
<b>Basic Junior</b> (Ages 13-17)	\$0	\$50
<b><u>Daily Passes</u></b>		
<b>Basic</b> (Ages 18+)	\$0	\$5
<b>Basic Junior</b> (Ages 13-17)	\$0	\$3



## EXHIBIT C

### **FIELD & GYMNASIUM RENTAL FEES**

#### **Hourly Basketball Gymnasium Rentals**

#### **Sunrise Residents, Businesses & Non-Profits**

<b>Basketball Gymnasium</b> (weekdays before 5pm)	\$50
<b>Basketball Gymnasium</b>	\$100
<b>Gymnasium Rental Security Deposit</b> (refundable)	\$250

#### **Hourly Sports Field Rentals**

#### **Sunrise Residents, Businesses & Non- Profits**

#### **Sunrise Non- Residents, Businesses & Non-Profits**

Multi-Purpose Field	\$25	\$60
Multi-Purpose Field (Synthetic Turf)	\$30	\$100
Baseball Field	\$25	\$60
Covered Outdoor Basketball Court	\$25	\$60

#### **Daily Sports Field Rentals**

#### **Sunrise Residents, Businesses & Non- Profits**

#### **Sunrise Non- Residents, Businesses & Non-Profits**

Multi-Purpose Field	\$225	\$360
Multi-Purpose Field (Synthetic Turf)	\$250	\$500
Baseball Field	\$225	\$360
Covered Outdoor Basketball Court	\$225	\$360
Sports Field Security Deposit (refundable)	\$200	\$200

### **Guidelines**

- 1) Must be 18+ years old to rent a facility or field.
- 2) Rentals are based upon availability as determined by the City.

## EXHIBIT D

### **Taste of Sunrise**

### **Fee**

Advance Admission	\$20.00
Admission at the Door	\$30.00
VIP Tickets	\$50.00

## **EXHIBIT E**

### **SUNRISE CIVIC CENTER THEATRE FEES**

Base Rent includes a single performance day of 3 hour minimum.

Additional hourly rates apply if the usage exceeds 3 hours.

All Rentals incur a refundable \$300.00 deposit.

Lighting House Plot included

#### **THEATRE BASE RENT**

##### **Sunrise Resident**

\$475.00 per single performance day

\$150.00 each additional hour

\$2,000.00/weekly (5 days @ 3 hours/day)

##### **Non-Resident**

\$600.00 per single performance day

\$200.00 each additional hour

\$2,500.00/weekly (5 days @ 3 hours/day)

##### **Non-Profit**

\$500.00 per single performance day

\$175.00 each additional hour

\$2,225.00/weekly (5 days @ 3 hours/day)

##### **Corporate**

\$650.00 per single performance day

\$225.00 each additional hour

\$3,000.00/weekly (5 days @ 3 hours/day)

### **SUNRISE AMPHITHEATER FEES**

#### **AMPHITHEATER BASE RENT**

Base Rent includes a single performance day of 3 hour minimum.

Any rental wishing to stage an event in the Amphitheater, for which an admission fee is charged will be required to have a security plan in place and is subject to approval.

##### **Sunrise Resident**

\$30.00 per hour

##### **Non-Resident**

\$40.00 per hour

**Non-Profit** (Detail Officer required if event attendance is expected to exceed 200)

\$35.00 per hour

**Corporate** (Detail Officer required)

\$50.00 per hour

## **ADDITIONAL FEES**

### **Green Room**

\$300.00 per single performance day of 3 hour minimum

\$75.00 each additional hour

\$1,000.00 weekly (5 days @ 3 hours/day)

### **Custodial Fee**

\$50.00/day

### **Marley Harlequin Floor (reversible black/grey)**

\$400.00

### **Orchestra seating and Music stands (45)**

\$50.00/day,

\$125.00/week

### **Concert Grand Piano**

\$150.00 includes one tuning (additional tuning at prevailing rate)

### **Da-Lite Projection Screen 22' x 30'**

\$75.00/day

### **LCD Projector**

\$200.00/day

### **Wireless & Handheld Wireless Mics, each**

\$50.00/day, \$125.00/week (5 days @ 3 hours/day)

### **Customization of Light Plot**

\$75.00/hour

### **Follow Spots**

\$50.00/day, \$200.00 week (5 days @ 3 hours/ day)

### **Ticket Charge**

\$.50 per ticket

### **Credit Card Charges**

(subject to change based upon bank fees incurred by city) 3% of gross credit card sales

### **Technical Services** Prevailing Rates

### **House Manager** Prevailing Rates (Required if multiple days)

### **Florida Sales Tax** on all charges excluding labor

<b>PROGRAM NAME</b>	<b>Resident</b>	<b>Non-Resident</b>
Recreation Baseball/Softball <sup>1</sup>	\$75	\$110
Recreation Soccer <sup>1</sup>	\$75	\$110
Recreation Flag Football/Cheer <sup>1</sup>	\$75	\$110
Recreation Basketball <sup>1</sup>	\$75	\$110
Big League Travel Baseball <sup>1</sup>	\$90	\$210
Travel Baseball <sup>2</sup>	\$90	\$210
Kids Day Off/Teen Day Off	\$30	\$40
Summer Camp	\$525	\$900
Youth Athletic Team Uniform		
Recognition Sponsorship	\$250	\$250

## **SENIOR CENTER/SOCIAL SERVICES FEE**

	<b>Resident</b>	<b>Non-Resident</b>
Senior Center Membership	\$15/year	\$25/year
	<b>Senior Center Member</b>	<b>Non-Member</b>
Craft Classes	\$6 class	\$8 class
Lunch Program	\$5	\$7
Dinner Program	\$25	\$27
Senior Trips (fee added to trip cost)	\$5	\$7

## **TENNIS CENTER FEE CHANGES**

	<b>Non-Resident</b>
Senior Individual	\$200
Senior Double	\$250
Individual	\$325
Double	\$425
Family	\$450
Junior	\$100

<b>POOL FEES</b>	<b>Resident</b>	<b>Non-Resident</b>
Pool Party Reservation (Includes up to a maximum of 30 guests, one Family Pool session and reservation of outdoor concession area)"	\$75	\$150

<b>POOL MEMBERSHIPS</b>		
Individual Annual	\$75	\$175
Family Annual	\$175	\$250

**Footnotes:**

1. A head coach for recreational softball, recreational baseball, recreational basketball, recreational flag football/cheerleading, and recreational soccer shall be entitled to one registration discount each season. The registration discount shall be a sum equal to fifty percent (50%) of the resident fee as set forth above for the sport which the head coach is volunteering to coach. The head coach may utilize the amount of the registration discount for any child during the same sport and season in which the head coach is coaching.
2. Program eligible for Multi-Child Discount as established in Resolution No. 03-109. Fee is for the first child, residents receive a 10% fee reduction for the second child, a 15% reduction for the fourth child, a 25% reduction for the fifth, and an additional 5% cumulative reduction for each successive child participating in these programs.

## EXHIBIT F

### **\*THE BRIDGES AT SPRINGTREE GOLF CLUB FEES**

<b><u>Memberships</u></b>	<b><u>Resident</u></b>	<b><u>Non-Resident</u></b>
Single (16 & Older)	\$325	\$1,000
Family (16 & Older)	\$425	\$1,500
Junior (15 & Under)	\$0	\$200
6-Month Single	N/A	\$850
6-Month Family	N/A	\$1,250

### **Member Pricing**

Winter/Summer/Shoulder -18 Hole-\$16.00

Winter/Summer/Shoulder- 9 Hole-\$11.00

<b><u>Winter Rates (December 23-March 31)</u></b>	<b><u>Resident</u></b>	<b><u>Non-Resident</u></b>	<b><u>Active Military/ Veterans</u></b>
18 Hole before 2:00 pm	\$29	\$49	\$38
18 Hole after 2:00 pm	\$23	\$43	\$32
9 Hole	\$23	\$37	
Cart Fee - 18 Hole (Not Playing)	\$27	\$27	
Cart Fee - 9 Hole (Not Playing)	\$19	\$19	
Practice Green Usage	\$3	\$5	

<b><u>Summer Rates (May 1-October 31)</u></b>	<b><u>Resident</u></b>	<b><u>Non-Resident</u></b>	<b><u>Active Military/ Veterans</u></b>
18 Hole before 2:00 pm	\$22	\$38	\$30
18 Hole after 2:00 pm	\$14	\$32	\$24
9 Hole	\$14	\$26	
Cart Fee - 18 Hole (Not Playing)	\$21	\$21	
Cart Fee - 9 Hole (Not Playing)	\$17	\$17	
Practice Green Usage	\$3	\$5	

**Shoulder Rates****(April 1-30; November 1-December 22)**

	<b><u>Resident</u></b>	<b><u>Non-Resident</u></b>	<b><u>Active Military/ Veterans</u></b>
18 Hole before 2:00 pm	\$24	\$41	\$33
18 Hole after 2:00 pm	\$16	\$35	\$27
9 Hole	\$16	\$29	
Cart Fee - 18 Hole (Not Playing)	\$23	\$23	
Cart Fee - 9 Hole (Not Playing)	\$17	\$17	
Practice Green Usage	\$3	\$5	

**Miscellaneous**

Golf Club Rental- 18 Hole \$35

Golf Club Rental- 9 Hole \$25

\* Charges for lessons, special rates for groups or functions, food and beverage, merchandise, and apparel shall be set by the City's contracted vendor and shall be established in accordance with the terms of the golf management contract as it may be amended.



**Exhibit G**

**Veterans Park Memorial Brick Program**

Engraved brick, approximately 4" x 8"	\$50.00 + sales tax
Engraved brick, approximately 8" x 8"	\$100.00 + sales tax



## AGENDA ITEM REQUEST

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**Originating Department:** Grants

**Item Title:** Local Housing Assistance Plan

**Item Number:** 12E

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25064

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving the “Ship Local Housing Assistance Plan (LHAP)” as required by the State Housing Initiatives Partnership Program Act, Sections 402.907 to 420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code; authorizing the Mayor to execute all documents and certifications required by the State; authorizing the submission on the Local Housing Assistance Plan for review and approval by the Florida Housing Finance Corporation; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services.

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**Funding:**

N/A

**Amount:**

N/A

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## **ATTACHMENTS:**

ATY Resolution - C25064

Exhibit A - 2026-2028 Local Housing Assistance Plan

Exhibit B - Certification

Exhibit C - Public Notice -2026-2028 Local Housing Assistance Plan (LHAP)

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### **Background:**

The William E. Sadowski Affordable Housing Act was created to expand the production of and preservation of affordable housing by allocating a portion of the proceeds from the documentary stamp tax to local governments for the development and preservation of affordable housing. The State Housing Initiatives Partnership Program (SHIP) Act requires the submission of the Local Housing Assistance Plan (LHAP) every three years to qualify for this funding. There is no guarantee that the State Legislature will appropriate funds from the Housing Trust Fund for upcoming fiscal years. The LHAP is a guideline for the City to utilize in the administration and implementation of future funds that may be allocated to the City. When funding is provided from the State during the term of the LHAP, the City has the flexibility to allocated the funds to any of the strategies listed and approved within the LHAP.

Given the success of prevailing strategies, the 2025-2026, 2026-2027, 2027-2028 LHAP proposes to continue existing programs, which include Owner-Occupied Residential Rehabilitation, Purchase Assistance, and Disaster Assistance. The following changes from the previous approved LHAP are listed below and recommended for implementation at this time.

### **Disaster Assistance**

- Request to increase maximum award from \$20,000 to \$40,000

The increased maximum award of the disaster assistance strategy provides the ability to more readily assist residents during a national disaster. The City will continue to comply with the construction set-aside which, as a condition of award, requires that seventy-five percent (75%) of each annual allocation must be for construction of, or rehabilitation to, affordable housing in the City of Sunrise. Ten percent (10%) of the funds are allocated to program administration; and the remainder may go to other housing programs.

The strategies listed were presented and approved by the City's Affordable Housing Advisory Board at the March meeting. Upon adoption by the City Commission, it will be presented to the Florida Housing Finance Corporation for final review and approval.

It is requested that the City Commission approve the LHAP guideline for the City to utilize in the administration and implementation of future funds that may be allocated to the City.

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### **Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Isabel Blanco

Phone: (954) 577-1138

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**Department Head Name and Title:**

Susan Nabors, Finance and Administrative Services Director

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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 THE “SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)” AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SECTIONS 402.907 TO 420.9079, FLORIDA STATUTES, AND CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND CERTIFICATIONS REQUIRED BY THE STATE; AUTHORIZING THE SUBMISSION ON THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907-420.9079, Florida Statutes, and Chapter 67-37, Florida Administrative Code, require local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Section 420.9075, Florida Statutes, it is found that five (5) percent of the local housing distribution plus five (5) percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed ten (10) percent of the local housing distribution plus five (5) percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible

municipalities receiving a local housing distribution of up to \$350,000 may use up to ten (10) percent of program income for administrative costs.

WHEREAS, the Grants Division of the Finance & Administrative Services Department has prepared a three-year “SHIP Local Housing Assistance Plan (LHAP) 2025-2026, 2026-2027, 2027-2028” for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Sunrise to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds.

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

Section 1. The City Commission of the City of Sunrise, Florida hereby approves the SHIP Local Housing Assistance Plan (LHAP) for fiscal years 2025-2026, 2026-2027, and 2027-2028, attached hereto and incorporated herein as Exhibit A, for submission to the Florida Housing Finance Corporation as required by Sections 420.907 to 420.9079, Florida Statutes.

Section 2. The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said Local Housing Assistance Plan.

Section 3. 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

**CITY OF SUNRISE**



**DRAFT**

**SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)**

**2025-2026, 2026-2027, 2027-2028**



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F. Ordinance: (If changed from the original creating ordinance)	
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H. Other Documents Incorporated by Reference:	
a. Subordination Policy	

**I. Program Details:**

**A. LG(s)**

Name of Local Government	City of Sunrise
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

**B. Purpose of the program:**

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

**C. Fiscal years covered by the Plan:** 2025-2026, 2026-2027, 2027-2028

**D. Governance:** The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

**E. Local Housing Partnership:** The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

**F. Leveraging:** The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

**G. Public Input:** Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

**H. Advertising and Outreach:** SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

**I. Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

A waiting list may be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status upon request.

Applicants will be maintained in an order that is consistent with the time applications were submitted, as well as any established funding priorities as described in this plan.

In the case of a waiting list, the City shall place candidates on the waiting lists from phone inquiries and in person visits to the Grants Division. Candidates will be placed on the waiting list in order of receipt and separated based upon the strategy requested. If a waiting list is currently closed, the City may elect to make an exception for those households that are identified or determined to be Special Needs households as defined by Florida Statute 420.0004(13).

When funds are available for a particular strategy, candidates on the waiting list will be contacted. An application will be mailed to the address provided at that time. Applicants will be placed in queue for assistance once all required documentation has been received and the household has been deemed eligible.

Assistance will be provided on a first-qualified, first-served basis with first priority given to Special Needs households, ranked by very-low, low-, and moderate-income. The next priority will be to serve essential services personnel (ESP) in the order of very-low, low-, and moderate-income households. After serving sufficient households to meet regulatory required set-asides and any qualified ESP for current funding, all applicants deemed eligible will be considered equally with priority given to very-low, then low, then moderate income households.

Ranking Priority:

1. Special Needs Households, ESP then VLI, LI and MOD

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.
- K. Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at [www.floridahousing.org](http://www.floridahousing.org).

*"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.*

- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states:** "A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."



**Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states:** *“The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

**Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Administration, Implementation, Monitoring	10%
Third Party Entity/Sub-recipient	N/A	

**R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

**S. Project Delivery Costs:** Must state the specific strategies and the specific activities that will be charged as a PDC. *State the percentage and/or maximum dollar amount.*

**T. Essential Service Personnel Definition (ESP):** **ESP includes** teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

**U. Describe efforts to incorporate Green Building and Energy Saving products and processes:**

The City will, when economically feasible, employ the following Green Building requirements within housing assistance programs:

1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint);
2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - a. Toilets: 1.28 gallons per flush or less;
  - b. Faucets: 1.5 gallons per minute or less;
  - c. Showerheads: 2.0 gallons per minute or less;
3. Energy Star qualified refrigerator;
4. Energy Star qualified dishwasher;
5. Energy Star qualified combination microwave/range hood;



6. Energy Star qualified exhaust fans in all bathrooms;
7. Air conditioning: Minimum of 15.2 SEER2/ 12.0 EER2 for central air conditioners (CAC), and at least 15.2 SEER2/ 12.0 EER2 for split systems. Single packaged units are allowed in studios and one-bedroom units with a minimum of 15.2 SEER2/ 11.5 EER2;
8. Energy Star qualified light fixtures and/or ceiling fans;
9. Energy Star qualified light bulbs; and
10. Energy Star water heaters if applicable.

**V. Describe efforts to meet the 20% Special Needs set-aside:** *(describe which strategies and how Special Needs are prioritized for funding as well as agency partners working in this area)*

The city will collaborate with social service agencies serving the designated special needs populations to achieve the goal of the special needs set-aside. The goals will be met through the Owner-Occupied Residential Rehabilitation, and Disaster Recovery strategies as well as the Purchase Assistance strategy.

Upon the occurrence that a waiting list is currently closed, the City may elect to make an exception for those households that are identified or determined to be Special Needs households as defined by Florida Statute 420.0004(13).

**W. Describe efforts to reduce homelessness:** *(describe which strategies and how Special Needs are prioritized for funding as well as agency partners working in this area)*

The Broward County Homeless Initiative Partnership (HIP) is designated as the lead agency for the Broward County Continuum of Care (CoC), which is tasked with addressing homelessness in and throughout Broward County including the City. As the lead agency for the CoC, HIP works to improve access to services that support housing stability and facilitate self-sufficiency. In addition, the lead agency is responsible for advancing community- wide efforts, including the 10-Year Plan to End Homelessness and the Annual Point-In-Time (PIT) survey. Although the city is not involved directly with these partnerships, participation is coordinated is through the City's participation in the Broward County HOME Consortium. HIP representatives present homeless data to the consortium members and collaborate on local challenges. City retains a commitment to ending homelessness.

**Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):**

<b>A. Owner-Occupied Residential Rehabilitation</b>	Code 3
<p>a. Summary: The Owner-Occupied Residential Rehabilitation program will be awarded to qualified households in need of repairs to correct municipal and/or Florida Building Code violations, abate health and safety issues, to provide safe and efficient electrical and mechanical systems, provide weatherization/home hardening including the replacement of deteriorated or unsafe roofing systems, windows and other structural items. Additional items may be included on rehabilitation projects if funds are available after completing</p>	

all required repairs listed above.

- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$80,000, including all project delivery costs
- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred payment loan secured by a recorded subordinate mortgage and promissory note.
  - 2. Interest Rate: 0 %
  - 3. Years in loan term:

Assistance Amount	Affordability Period
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

- 4. Forgiveness: A portion of the deferred loan will be forgiven upon the anniversary date of each full year of the mortgage as defined by the closing date. The forgivable portion will be equivalent to 1/5th, 1/10th, or 1/15th of the mortgage, depending on the term.
- 5. Repayment: No payments required upon satisfaction of loan term. Prior to the satisfaction of loan term, the mortgage shall be subject to the forgiveness terms listed above.
- 6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

The City's administrative policy allows for refinancing and subordination in the event of lowering the applicants' current mortgage interest rate, and/or converting the term of the applicant's current mortgage from adjustable to fixed rate. No cash out will be allowed. The City's Subordination Policy is attached as Exhibit G.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified,





first-served basis with ranking priorities as described in section I.

- g. Sponsor Selection Criteria: N/A
- h. Additional Information: All work will be performed by city approved contractors.

For income certification purposes, for all applicants that are married but separated, the City of Sunrise will count the income of both spouses, unless the applicant can demonstrate that the spouse is not living at the current residence and has no intentions of living at the residence in the next 12 months. All spouses must sign the program mortgage and promissory note.

Repair priorities under this program include:

1. Correcting municipal and/or Florida Building Code Violations
2. Abating any health and safety problems in the residence.
3. Provide safe electrical and mechanical systems
4. Stopping weather penetration to make the residence more energy efficient.
5. Improving the general condition of the structure

Homeowners, who have received assistance from the City cannot re-apply for assistance during the affordability period of the award.

<b>B. Purchase Assistance</b>	Code 2
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a.	Summary: The Purchase Assistance Program is offered to assist eligible homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing as defined in Section I.M of this document. Eligible costs include the following: down payment, closing costs, mortgage buy down principal buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, Planned Unit Developments (PUDs), and Villas. Prospective homebuyers must qualify as a First Time Homebuyer as defined in Section I of this report.
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- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: \$40,000
- e. Terms:
  1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred payment loan secured by a recorded subordinate mortgage and promissory note.
  2. Interest Rate: 0 %

3. Years in loan term:

Assistance Amount	Affordability Period
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

4. Forgiveness: A portion of the deferred loan will be forgiven upon the anniversary date of each full year of the mortgage. The forgivable portion will be equivalent to 1/5th, 1/10th, or 1/15th of the mortgage, depending on the term.
5. Repayment: No payments required upon satisfaction of loan term. Prior to the satisfaction of loan term, the mortgage shall be subject to the forgiveness terms listed above.
6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the city will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

The City's administrative policy allows for refinancing and subordination in the event of lowering the applicants' current mortgage interest rate or converting the term of the applicant's current mortgage from adjustable to fixed rate. No cash out will be allowed. The City's Subordination Policy is attached as Exhibit G.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with ranking priorities as described in section I.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Applicants must secure a first mortgage by an approved lender.

The applicant must have attended and completed a Homebuyer Education class provided by a Certified U.S. Housing and Urban Development (HUD) approved counseling agency

The applicant must contribute a minimum of three percent (3%) towards the purchase of the home and must have these funds at the time of income certification for the loan.

The home to be purchased must be located within the municipal boundaries of the City of Sunrise.

The applicant must reside in the home being assisted within sixty days (60) after closing.

<b>C. Disaster Assistance</b>	Code 5, 16
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a.	Summary: Funds will be awarded to applicants in need of assistance following a disaster as declared by an Executive Order of the President of the United States or the Governor of the State of Florida. This strategy will only be implemented in the event of a disaster and will be subject to funding availability. Per SHIP regulation, the City may, at its discretion, use any funds that have not yet been encumbered or additional disaster funds issued by the Florida Housing Finance Corporation.
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- b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award: All others not specifically listed below - \$40,000

Mortgage, HOA, Rent and/or Utility Assistance – 6 Months or \$12,000 maximum award, whichever comes first.

- e. Terms:
  - 1. Repayment loan/deferred loan/grant: Grant
  - 2. Interest Rate: N/A
  - 3. Years in loan term: N/A
  - 4. Forgiveness: N/A
  - 5. Repayment: N/A
  - 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first served basis. Applicants will be assisted within income groups with ranking priorities as described in section I.

The following additional requirements apply for home repair:

- 1. Must declare whether or not the residence is covered by homeowner's insurance as well as disclose all storm related insurance claims on the property prior to consideration for assistance.
- 2. Must file for and use proceeds from insurance as a first option.

- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Funds will only be allocated from unencumbered funds or additional funds



awarded through Florida Housing Finance Corporation for the disaster.

Recipients must sign an attestation statement that the assistance received is disaster related and that they have not received any other source of help for the particular assistance being provided, or the assistance received from the insurance claim was not enough to cover the item, therefore; the difference between insurance reimbursement and actual costs of repairs will be eligible. Applicant must provide documentation of insurance reimbursement and proof of repairs. Personal effects and household items (i.e. furniture, appliances, clothing, etc.) are not covered under this program. The applicant-homeowner is required to provide verifiable receipts for disaster related expenses.

Homeowners will be required to declare assistance received from Federal, State or private insurance prior to consideration for eligibility. Repairs are limited to owner-occupied residences, and damages covered by a homeowner's insurance policy and/or FEMA are not eligible.

Repairs may Include:

1. Immediate threats to health and life safety (including but not limited to sewage, damaged windows, roofing) in cases where the home is still habitable
2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable
3. Repairs necessary to make the home habitable
4. Repairs to mitigate dangerous situations (such as exposed wires)

Additional Assistance:

1. Temporary rent, mortgage and/or HOA payments
2. Temporary utility payments
3. Strategies included in the approved LHAP that benefit applicants directly affected under the Executive Order

### III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**  
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

All program contractors must submit the building permit application package to Grants Division staff. A cover memo executed by the Grants Administrator and the Community Development Director, or designee, is placed on top of the permit package, and then the Grants Division staff delivers the package to the Building Division for processing. (City Ordinance No. 402-95-B)

- B. Name of the Strategy: **Ongoing Review Process**



An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

The Planning Division is responsible for performing the analysis for this incentive and presenting the results to the decision-makers. The City Commission also holds two regular meetings per month during which all proposed changes are considered and discussed before adoption.

- C. Other Incentive Strategies Adopted: **Increased Density Levels**  
Provided by Ordinance No. 402.

Provide a description of the procedures used to implement this strategy:

The City considers increased density levels through Land Use Plan amendments. The City provides for Affordable Housing Density Bonus as per the City's Comprehensive Plan: Future Land Use Element Policy 1.2.4, 1.3.5, and 16.3.16, Future Land Use Element Implementation Section A, Residential (7), and Housing Element Policy Housing Element Policy 1.2.11

- D. Other Incentive Strategies Adopted: **Reservation of Infrastructure**

Provide a description of the procedures used to implement this strategy:

The City has sufficient infrastructure capacity to handle very-low-income, low-income, and Moderate-income persons. AHAC has recommended the maintenance of the infrastructure capacity for very-low income, low-income, and moderate-income persons. This has been adopted by City Commission.

- E. Other Incentive Strategies Adopted: **Reduction of Parking and Setback Requirements for Affordable Housing**

Provide a description of the procedures used to implement this strategy:

The City's Land Development Code Section 16-144 provides for reduction of parking for affordable housing and the Land Development Code, Article V, "District Regulations" provides for reduction in setbacks requirements.

- F. Other Incentive Strategies Adopted: **Allowance of Flexible Lot Configurations, Including Zero-Lot-Line Configurations for Affordable Housing**  
The City allows zero-lot-line construction as provided by Ordinance No. 402.

Provide a description of the procedures used to implement this strategy:

The City provides for zero-lot-line configurations and additional flexible lot configurations as per the City's Comprehensive Plan Future Land Use Element, Policy 16.3.16, Housing Element Policy 1.4.3, and as granted per the City Land Development Code, Article V "District Regulations" under the residential zoning districts.

- G. Other Incentive Strategies Adopted: **Inventory of Locally Owned Public Lands Suitable for Affordable Housing**



Provide a description of the procedures used to implement this strategy:

The City continues to have an inventory of locally owned public lands suitable for affordable housing readily available, and will review at a public hearing every 3 years consistent with 166.0451 F.S. and as part of the Affordable Housing Advisory Board Annual Report of Affordable Housing Incentive Strategies.

H. Other Incentive Strategies Adopted: **Support of Development Near Transportation Hubs and Major Employment Centers and Mixed-Use Developments**

Provide a description of the procedures used to implement this strategy:

This incentive is addressed in the City's Comprehensive Plan, Policy 1.2.8 of the Housing Element. The City's Land Development Code for parking requirements of affordable housing, Section 16-144(a)(10), requires affordable housing to be located within one-quarter mile of an existing public transit route.

I. Other Incentive Strategies Adopted: **Donation of Public Land for Affordable Housing**

Provide a description of the procedures used to implement this strategy:

The City previously partnered with Habitat for Humanity and donated public land for an affordable housing project. The City will continue to evaluate the possibility to continue partnerships and donation of public land for affordable housing projects

J. Other Incentive Strategies Adopted: **Expand and Increase Partnerships with Public, Private, and Not-For-Profit Housing Providers.**

Provide a description of the procedures used to implement this strategy:

This incentive is Goal 1 in the Housing Element of the City's Comprehensive Plan. The City previously partnered with Habitat for Humanity and Broward Alliance for Neighborhood Development in previous years, and continues to explore various options for future partnerships.

The City recently donated approximately \$1.2 million towards two affordable housing projects in the City. In addition, the City donated land to a third affordable housing project.

K. Other Incentive Strategies Adopted: **Financing Mechanisms to Promote Acquisition and Rehabilitation of Foreclosed Homes and Residential Buildings.**

Provide a description of the procedures used to implement this strategy:

The City has researched and applied for various financing mechanisms for this incentive and has received grant funds as well as private funds from non-profit partnerships. The City will continue to research and apply for available financing mechanism to promote acquisition and rehabilitation of foreclosed homes and residential buildings.



L. Other Incentive Strategies Adopted: **Waiver Incentives for Multifamily Residential Properties in Business District**

Provide a description of the procedures used to implement this strategy:

To facilitate the production of affordable housing units the regulations in subsections a, b, c, d, and e of Section 16-79 Master Business List shall not apply to residential projects in which all units are deed restricted for at least fifteen (15) years to affordable housing units at a level of 80 percent area median income or lower. Residential uses shall be developed in accordance with standards of the residential zoning district with a similar level of intensity.

M. Other Incentive Strategies Adopted: **Waivers in Planned Unit Development (PUD) District for Affordable Housing Projects**

The City has established an Ordinance Amending Chapter 16 "Land Development Code: Article V "District Regulations" by Amending Section 16-101 "Planned Unit Development (PUD) District" to allow for Affordable Housing Waivers including parking spaces, parking space dimensions, landscape, and wall design. The City will implement this waiver on affordable housing projects as long as waivers are in compliance with all applicable federal and state regulations.

**IV. EXHIBITS:**

Required

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed or attested adopting resolution.

Optional

- F. Ordinance: (Unchanged).
- G. Interlocal Agreement (Required if applicable).
- H. Other Documents Incorporated by Reference.
  - a. Subordination Policy

<b>City of Sunrise</b>
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Fiscal Year: 2025-2026	
Estimated SHIP Funds for Fiscal Year:	\$ 743,384.00
Salaries and Benefits	\$ 70,338.00
Office Supplies and Equipment	\$ 2,000.00
Travel Per diem Workshops, etc.	\$ 1,500.00
Advertising	\$ 500.00
Other*	\$ -
Total	\$ 74,338.00
Admin %	10.00%
	<b>OK</b>
Fiscal Year 2026-2027	
Estimated SHIP Funds for Fiscal Year:	\$ 743,384.00
Salaries and Benefits	\$ 70,338.00
Office Supplies and Equipment	\$ 2,000.00
Travel Per diem Workshops, etc.	\$ 1,500.00
Advertising	\$ 500.00
Other*	\$ -
Total	\$ 74,338.00
Admin %	10.00%
	<b>OK</b>
Fiscal Year 2027-2028	
Estimated SHIP Funds for Fiscal Year:	\$ 743,384.00
Salaries and Benefits	\$ 70,338.00
Office Supplies and Equipment	\$ 2,000.00
Travel Per diem Workshops, etc.	\$ 1,500.00
Advertising	\$ 500.00
Other*	\$ -
Total	\$ 74,338.00
Admin %	10.00%
	<b>OK</b>
<p>*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.</p> <p>Details:</p>	



**Exhibit B**  
**Timeline for SHIP Expenditures**

City of Sunrise affirms that funds allocated for these fiscal years will  
 (local government)  
 meet the following deadlines:

<b>Fiscal Year</b>	<b>Encumbered</b>	<b>Expended</b>	<b>Closeout Report</b>
<b>2025-2026</b>	6/30/2027	6/30/2028	9/15/2028
<b>2026-2027</b>	6/30/2028	6/30/2029	9/15/2029
<b>2027-2028</b>	6/30/2029	6/30/2030	9/15/2030

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

<b>Fiscal Year</b>	<b>Funds Not Expended</b>	<b>Closeout AR Not Submitted</b>
<b>2025-2026</b>	3/30/2028	6/15/2028
<b>2026-2027</b>	3/30/2029	6/15/2029
<b>2027-2028</b>	3/30/2030	6/15/2030

**Requests for Expenditure Extensions (close-out year ONLY) must be emailed to [robert.dearduff@floridahousing.org](mailto:robert.dearduff@floridahousing.org) and include:**

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year \_\_\_\_\_.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

*Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.*

**Other Key Deadlines:**

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2025-2026												
Name of Local Government:		City of Sunrise										
Estimated Funds (Anticipated allocation only):			\$ 743,384									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
3	Owner Occupied Rehabilitation	Yes	2	\$80,000	5	\$80,000	1	\$80,000	\$640,000.00	\$0.00	\$640,000.00	8
1,2	Purchase Assistance	No		\$40,000		\$40,000		\$20,000	\$0.00	\$0.00	\$0.00	0
5	Disaster Recovery	Yes		\$40,000		\$40,000		\$40,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		2		5		1		\$640,000.00	\$0.00	\$640,000.00	8
Purchase Price Limits:			New	\$636,806	Existing	\$636,806						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$ 74,338		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 714,338 OK									

## Set-Asides

Percentage Construction/Rehab (75% requirement)		86.1%	OK
Homeownership % (65% requirement)		86.1%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 160,000	21.5%	OK
Low Income (30% requirement)	\$ 400,000	53.8%	OK
Moderate Income	\$ 80,000	10.8%	

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2026-2027												
Name of Local Government:		City of Sunrise										
Estimated Funds (Anticipated allocation only):			\$ 743,384									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
3	Owner Occupied Rehabilitation	Yes	2	\$80,000	5	\$80,000	1	\$80,000	\$640,000.00	\$0.00	\$640,000.00	8
1,2	Purchase Assistance	No		\$40,000		\$40,000		\$20,000	\$0.00	\$0.00	\$0.00	0
5	Disaster Recovery	Yes		\$40,000		\$40,000		\$40,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		2		5		1		\$640,000.00	\$0.00	\$640,000.00	8
Purchase Price Limits:			New	\$636,806	Existing	\$636,806						

OK

OK

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$ 74,338		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 714,338 OK									

## Set-Asides

Percentage Construction/Rehab (75% requirement)		86.1%	OK
Homeownership % (65% requirement)		86.1%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	\$ 160,000	21.5%	OK
Low Income (30% requirement)	\$ 400,000	53.8%	OK
Moderate Income	\$ 80,000	10.8%	

FLORIDA HOUSING FINANCE CORPORATION												
HOUSING DELIVERY GOALS CHART												
2027-2028												
Name of Local Government:			City of Sunrise									
Estimated Funds (Anticipated allocation only):			\$ 743,384									
Code	Strategies	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
	Homeownership											
3	Owner Occupied Rehabilitation	Yes	2	\$80,000	5	\$80,000	1	\$80,000	\$640,000.00	\$0.00	\$640,000.00	8
1,2	Purchase Assistance	No		\$40,000		\$40,000		\$20,000	\$0.00	\$0.00	\$0.00	0
5	Disaster Recovery	Yes		\$40,000		\$40,000		\$40,000	\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Homeownership		2		5		1		\$640,000.00	\$0.00	\$640,000.00	8
Purchase Price Limits:			New	\$636,806	Existing	\$636,806						
<div>OK</div> <div>OK</div>												
Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
									\$0.00	\$0.00	\$0.00	0
	Total Rental		0		0		0		\$0.00	\$0.00	\$0.00	0
	Administration Fees		\$ 74,338		10%		OK					
	Home Ownership Counseling		\$ -									
Total All Funds			\$ 714,338 OK									
Set-Asides												
Percentage Construction/Rehab (75% requirement)			86.1%		OK							
Homeownership % (65% requirement)			86.1%		OK							
Rental Restriction (25%)			0.0%		OK							
Very-Low Income (30% requirement)			\$ 160,000	21.5%	OK							
Low Income (30% requirement)			\$ 400,000	53.8%	OK							
Moderate Income			\$ 80,000	10.8%								

**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity: City of Sunrise, FL

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
- (2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.
- (3) A process to determine eligibility and for selection of recipients for funds has been developed.
- (4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.
- (5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).
- (6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.
- (7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.
- (8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.
- (9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.
- (10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.
- (11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the

- local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.
- (12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.
  - (13) SHIP funds will not be pledged for debt service on bonds.
  - (14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.
  - (15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.
  - (16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.
  - (17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.
  - (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Elected Official or designee  
**Mayor Michael Ryan**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Date

**OR**

\_\_\_\_\_  
Attest:

(Seal)

**CERTIFICATION TO  
FLORIDA HOUSING FINANCE CORPORATION**

Local Government or Interlocal Entity: City of Sunrise, FL

Certifies that:

- (1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.
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  - (18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Chief Elected Official or designee  
**Mayor Michael Ryan**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Date

**OR**

\_\_\_\_\_  
Attest:

(Seal)



**SUN-SENTINEL**

**Sold To:**

City Of Sunrise - CU00112333  
10770 W. Oakland Park Boulevard, 4th floor - City Clerk  
Sunrise, FL 33351

**Bill To:**

City Of Sunrise - CU00112333  
10770 W. Oakland Park Boulevard, 4th floor - City Clerk  
Sunrise, FL 33351

**Published Daily**

**Fort Lauderdale, Broward County, Florida**  
**Boca Raton, Palm Beach County, Florida**  
**Miami, Miami-Dade County, Florida**

**State Of Florida**  
**County Of Orange**

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,  
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the  
attached copy of advertisement, being a Legal Notice in:

The matter of 11745-Other Legal Notices ,  
Was published in said newspaper by print in the issues of, and by publication on the  
newspaper's website, if authorized on Mar 23, 2025  
Local Housing Assistance Plan (LHAP)  
Affiant further says that the newspaper complies with all legal requirements for  
publication in Chapter 50, Florida Statutes.

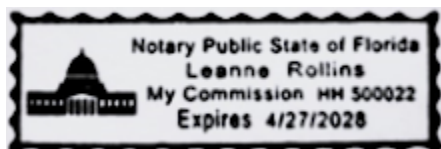


\_\_\_\_\_  
Signature of Affiant

Sworn to and subscribed before me this: March 27, 2025.



\_\_\_\_\_  
Signature of Notary Public



\_\_\_\_\_  
Name of Notary, Typed, Printed, or Stamped  
Personally Known (X) or Produced Identification ( )



# DeSantis teases further ICE collaboration on deportations in Sarasota roundtable

By Steven Walker  
Orlando Sentinel

Gov. Ron DeSantis called for increasing Florida's collaboration with immigration authorities while the White House "Border Czar" boasted of flouting a court order during an immigration roundtable that drew hundreds of protesters to Sarasota on Thursday. DeSantis teased an agreement with President Donald Trump's head immigration adviser Tom Homan that he said would allow Florida law enforcement agencies to "do even more than we've already done over the first two months of the Trump administration."

The governor said the U.S. needs the "best effort in American history" to deport illegal immigrants, which he said Florida has and will continue to lead the way in doing.

"If states like Florida step up, we'll be able to achieve it," DeSantis said. "Some of this is leading by example."

The roundtable with Homan and former Acting Director of Homeland Security Chad Wolf comes just a month after DeSantis signed sweeping legislation aimed to help the Trump administration round up and deport illegal and undocumented immigrants.

The state has begun deputizing local law enforcement agencies to work with ICE, including all 67 county sheriffs departments in Florida.

But some offices are more active than others, with an Orange County Sheriff's Office spokesperson saying last month the agreement only requires them to select candidates for Homeland Security training and gives them the option to join a task force.

Meanwhile, cities such as Fort Myers have yet to reach agreements to work with ICE on immigrations enforcement, something DeSantis said they could be compelled to do under Florida law.

"Under our law they must be involved in it and



New College of Florida President Richard Corcoran, from left, Gov. Ron DeSantis and White House "Border Czar" Tom Homan sit at a roundtable discussion on immigration on Thursday in Sarasota. STEVEN WALKER/ORLANDO SENTINEL

that will happen. One way or another, we will get that done," DeSantis said.

He said the state had "tools" available to compel local officials to comply with ICE, including suspension from office. The panel discussed issues ranging from birthright citizenship to Trump's defiance of court orders in deporting hundreds of Venezuelans. Above all, DeSantis, Homan and Wolf all said that the U.S. should be in the business of enforcing its laws — which they claimed the Biden administration failed to do.

Former President Joe Biden had directed ICE to focus on illegal immigrants who had committed crimes and said that only entering the country illegally was not reason enough to deport someone.

Many immigration violations, such as crossing the border or overstaying a visa, are categorized as civil offenses or criminal misdemeanors.

"That garbage is over with," Homan said of the Biden-era policy. "If you're in the country illegally, you've got a problem."

In the same breath, Homan criticized federal judges for blocking Trump's deportation of Venezuelans, and bragged that he didn't turn the planes around despite courts ordering the administration to do so.

DeSantis agreed, and said judges shouldn't be able to bring the executive branch to a halt.

"Are we ruled by the consent of the governed... or are we ruled by a district judge?" he said.

Panelists also said they would want changes to the 14th amendment, which guarantees citizenship to anyone born in the U.S.

DeSantis argued that illegal immigrants having children in the U.S. was not what President Abraham Lincoln had in mind, despite the specific language that "All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States." Homan said the promise of birthright citizenship is a "magnet" for illegal immigration, and that the Supreme Court needed to reconsider the amendment. The Trump administration's legal arguments on the issue have been criticized by many legal observers.

Outside the venue, hundreds of protesters organized by the Party for Socialism and Liberation rallied with signs reading "stop illegal deportation" chanting "No fear, no hate, no ICE in our state."

Counter protesters flew flags bearing the crest of ICE and the "back the blue" American flag.

# Judge dismisses lawsuit challenging state's social media ban for children

## Groups plan to file revamped action

By Dara Kam  
News Service of Florida

TALLAHASSEE — A federal judge has dismissed a lawsuit challenging a 2024 Florida law aimed at restricting children's access to major social-media sites, ruling that industry groups did not show they had legal standing to fight the measure.

Chief U.S. District Judge Mark Walker, in a ruling issued Monday, gave the Computer & Communications Industry Association and NetChoice, industry groups whose members include tech giants such as Google and Meta Platforms, until March 31 to file a revamped lawsuit, which the groups said they intend to do.

The law, which was one of the top issues of the 2024 legislative session, seeks to prevent children under age 16 from opening social-media accounts on certain platforms — though it would allow parents to give consent for 14- and 15-year-olds to have accounts. Children under 14 could not open accounts.

The law does not directly identify which platforms would be affected by the regulations. But it includes a definition of such platforms, with four criteria related to such things as algorithms, "addictive features" and livestreaming. During a hearing in the case last month, lawyers for the industry groups said the restrictions would apply, at a minimum, to Facebook, YouTube and Snapchat.

The groups contend the law infringes on the First Amendment rights of the social-media platforms, the industry associations and users.

But Walker said the groups failed to show they would be negatively affected by the restrictions and did not establish legal standing.

"Because this law does not regulate 'social media' platforms generally, but instead

limits its coverage to those platforms that meet each of four specific criteria, this court cannot reasonably infer that any particular platform is likely covered by the law without some factual allegations regarding each of those criteria," Walker wrote in a six-page order.

Walker said that, "at best," he could infer that Facebook, YouTube and Snapchat satisfy some — but not all — of the criteria.

"It is not sufficient for plaintiffs to allege that, because their members include many of the major social media companies, one is likely to meet the law's coverage requirements," the judge wrote in a footnote. "Instead, plaintiffs must plead sufficient facts for this court to reasonably infer that at least one identifiable member of theirs likely meets the four coverage criteria. Nor is it sufficient for plaintiffs to plead facts suggesting that some Florida leaders intended for the law to cover some of plaintiffs' members, because this law can only be enforced against those members if they meet the four coverage criteria, and Florida leaders are in no better position to know whether plaintiffs' members meet those criteria than plaintiffs or their members themselves are."

Walker last week also issued a decision denying the plaintiffs' motion for a preliminary injunction seeking to block the law from being enforced. Neither of the judge's rulings addressed the First Amendment issue but focused instead on standing.

Stephanie Joyce, senior vice president and chief of staff for the Computer & Communications Industry Association, told The News Service of Florida that her group intends to revise the lawsuit and renew the effort to block the law (HB 3).

Walker's order dismissing the case "was made without prejudice, meaning that plaintiffs can re-file the complaint," Joyce said in an email.

"We intend to do so very soon, along with a renewed request for preliminary injunction that addresses the issues raised in the March 13 (preliminary injunction) order. Florida HB 3 imposes severe impediments to accessing online speech, and we will continue to press our First Amendment claims to strike it down," Joyce said.

NetChoice called Walker's ruling disappointing and pledged to pursue the legal battle.

"Blocking access to free, lawful speech will not make a single Floridian safer online. Instead, it will put their security online at serious risk of breach — especially for minors. We will continue to fight to keep online communication safe and free in Florida and ensure that families are fully protected by meaningful and legal — not unconstitutional — laws," Paul Taske, NetChoice associate director of litigation, said in a statement.

In last week's order denying the preliminary injunction, Walker said the groups had not met a legal test of showing that at least one group member would "have standing to sue in its own right."

The judge also wrote, "This court recognizes that, to a lay observer, it may seem counterintuitive or even absurd to conclude that there is no case or controversy between the plaintiffs here — two trade associations representing, among others, several major social media companies — and the attorney general of Florida, who is charged with enforcing a law that regulates some social media companies. But the Supreme Court and the Eleventh Circuit (the 11th U.S. Circuit Court of Appeals) have developed a rigorous, fact-intensive test for standing that this court must faithfully apply."

The law was supposed to take effect Jan. 1, but the state's lawyers in November agreed not to enforce it until Walker ruled on the plaintiffs' request for a preliminary injunction.

## NOTICE OF RESCHEDULED REGULAR BOARD MEETING OF THE TINDALL HAMMOCK IRRIGATION AND SOIL CONSERVATION DISTRICT

PUBLIC NOTICE is hereby given that the regular board meeting of the Tindall Hammock Irrigation and Soil Conservation District Board of Supervisors scheduled for March 19, 2025 has been rescheduled for Wednesday, March 26, 2025.

The Tindall Hammock Irrigation and Soil Conservation District will hold said rescheduled regular board meeting at 3941 Southwest 47<sup>th</sup> Avenue, Davie, Florida beginning at 3:30 P.M. This meeting may be attended through electronic communications media by following the instructions at the following link:

[HTTPS://TINDALLHAMMOCK.COM/PUBLIC-MEETINGS/](https://tindallhammock.com/public-meetings/)

There may be occasions when one of the Supervisors will participate in this meeting by telephone.

Pursuant to Section 286.0105, Florida Statutes, the Tindall Hammock Irrigation and Soil Conservation District advises the public that: If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Board for the introduction or admission of evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Florida Statutes Section 286.26, persons with disabilities needing special accommodation to participate in this meeting should contact the District at 954-332-7778 at least 48 hours prior to the proceedings for assistance.

All interested persons may appear at this meeting at the stated time and place. This meeting may be continued from time to time as may be necessary. The public record of this meeting may be examined at 800 East Broward Boulevard, Suite 505, Fort Lauderdale, Florida 33301.

Tindall Hammock Irrigation and Soil Conservation District  
By: H. Collins Forman, Jr., District Chair

## KEEPING OUR COMMUNITY INFORMED



**We trust the Sun Sentinel to keep us informed about public meetings having to do with our local schools and community. We make sure to read those notices in the Classified section.**

Legal Notices are published in the Sun Sentinel, on Sun-Sentinel.com and on FloridaPublicNotices.com  
FloridaPublicNotices.com is a database of legal notices published in newspapers throughout the state of Florida.

**SunSentinel**  
MEDIA GROUP

## PUBLIC NOTICE

### CITY OF SUNRISE

#### FY 2025-2026, 2026-2027, 2027-2028 Local Housing Assistance Plan (LHAP) Public Hearing on Tuesday, April 8, 2025

The City of Sunrise is an entitlement recipient of state funds from the Florida Housing Finance Corporation (FHFC) under the State Housing Initiatives Partnership (SHIP) program. The City of Sunrise anticipates receiving a total of \$2,230,152 in SHIP funding throughout the 2025-2026, 2026-2027, and 2027-2028 Program Years. These funds will be used to address community development and housing needs throughout the City. In order to receive SHIP funds, the City of Sunrise must develop, adopt, and submit a Local Housing Assistance Plan (LHAP) to the Florida Housing Finance Corporation on or before May 2, 2025.

#### FY 2026-2028 Local Housing Assistance Plan (LHAP) Summary

The 2026-2028 Local Housing Assistance Plan (LHAP) outlines the proposed use of SHIP funds in the 2025-2026, 2026-2027 and 2027-2028 program years. The 2026-2028 LHAP was developed in compliance with SHIP regulations. Activity funding is conditional upon the final annual funding allocations received from the Florida Housing Finance Corporation (FHFC). The activities above will principally benefit lower income residents of the City of Sunrise. No displacement or relocation of Sunrise residents or businesses is anticipated.

#### PROPOSED STRATEGIES

##### RESIDENTIAL REHABILITATION

Provides income eligible households with assistance for the repair and rehabilitation of existing owner-occupied residential structures. Eligible costs include labor and materials for the replacement of principal fixtures and components of existing structures.

##### PURCHASE ASSISTANCE WITH AND WITHOUT REHABILITATION

Provides down payment and closing cost assistance to income eligible first-time homebuyers towards the purchase of a home within the City.

##### DISASTER RECOVERY

Provides for emergency repairs to income eligible households following a natural disaster as declared by the President of the United States or the Governor of the State of Florida. This strategy also provides for temporary rent, mortgage and/or HOA, and utility payments for households directly affected under an Executive Order.

The FY 2026-2028 LHAP will be available for public review and comment as of Monday, March 24, 2025 through Tuesday, April 8, 2025, between the hours of 9:00 AM and 5:00 PM, Monday through Friday, at the following locations.

**Grants Division**  
Finance & Administrative Services Department  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351

**Sunrise Dan Pearl Branch Library**  
10500 West Oakland Park Boulevard  
Sunrise, FL 33351

Interested persons with comments or questions regarding this report are encouraged to contact the Grants Division of the Finance & Administrative Services Department prior to 5:00 PM on Tuesday, April 8, 2025.

**Grants Division**  
Finance & Administrative Services Department  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351  
(954) 578-4767

Prior to adoption of the 2026 - 2028 LHAP, the City Commission will hold a Public Hearing at 5:00 PM on Tuesday, April 8, 2025 to receive public comments. This Public Hearing will be held in the City Commission Chambers located at City Hall, 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351. Others who are unable to attend the meeting and want to submit comments, or those with questions, are encouraged to contact the Grants Division of the Finance & Administrative Services Department using the contact information as listed above.

**The City Commission will be meeting in-person; however, the public may attend and participate in the meeting in-person or via telephone by using Vast Conference Calling as early as fifteen (15) minutes before the start time utilizing the details below:**

**a. Dial in number: (954) 395-2401**  
**b. Access Code: 368262**

**Attendees can press 5\* on their phone keypad to make a comment during the public hearings or during the 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.**

All interested parties are encouraged to attend and participate. The Grants Division of the Finance & Administrative Services Department will review and respond to all written comments received on or before April 8, 2025. The City of Sunrise will advise the FHFC directly as to the substance of all comments and responses. Following April 8, 2025, all written comments shall be provided to FHFC for response and inclusion in the City's 2026-2028 LHAP.

**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@sunrise.fl.gov](mailto:hr@sunrise.fl.gov) or via telephone to (954) 838-4522; Florida Relay: 711; Florida Relay (TII/VCO): 1-800-955-8771; Florida Relay (Voice): 1-800-955-8770.** Every reasonable effort will be made to allow for meeting participation. Translation services are available upon request. To request this information, please contact the Grants Division at (954) 578-4767.

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.

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. Section 286.0105, Florida Statutes.

Los servicios de traducción están disponibles bajo petición. Para solicitar esta información, por favor contacte al Grants División al (954) 578-4767.

**Published:** March 23, 2025





## AGENDA ITEM REQUEST

---

**Originating Department:** City Manager

**Item Title:** Agreement

**Item Number:** 16A

**Meeting Date:** 4/8/2025

**City Reference Number (C#):** C25075

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**Item Description:**

A Resolution of the City of Sunrise, Florida, approving an Agreement between the City of Sunrise and Legal Aid Service of Broward County, Inc. for a First-Time Eviction Prevention Program for Sunrise Families with Minor Children; providing for a public purpose; and providing an effective date. City Manager Mark Lubelski.

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**Funding:**

001.49.60.519.508100 - Grants/Aid Govt Organizations

**Amount:**

\$25,000.00

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**ATTACHMENTS:**

ATY Resolution - C25075  
Agreement

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**Background:**

Legal Aid Service of Broward County, Inc. (LASBC) and the Manne Foundation presented a pilot Eviction Prevention Program in the City of Sunrise at the January 28, 2025 City Commission Meeting. This program received support from the City Commission so we are bringing the Agreement forward for City Commission consideration to move forward.

The proposed Agreement with Legal Aid Service of Broward County provides funding from the City in the amount of \$25,000 towards a first-time Eviction Prevention Program, dedicated for Sunrise families with minor children. LASBC, through the Manne Foundation, will utilize the funds exclusively for rental assistance to prevent evictions for Sunrise residents with school-age children or younger children, with no previous evictions.

The City funds dedicated to this program will only be used for rental assistance with no funds to be used for administrative costs for the Eviction Prevention Program. As part of this Agreement, LASBC will provide quarterly reports and an annual report to the City on the number of Sunrise applications received, the number of approved applications, and the amount of funds disbursed.

It is requested that the City Commission approve this agreement with Legal Aid Service of Broward County, Inc. to implement a dedicated City of Sunrise Eviction Prevention Program.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Mark S. Lubelski, P.E., City Manager

Phone: 954-746-3430

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**Department Head Name and Title:**

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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 AN AGREEMENT BETWEEN THE CITY OF SUNRISE AND LEGAL AID SERVICE OF BROWARD COUNTY, INC. FOR A FIRST-TIME EVICTION PREVENTION PROGRAM FOR SUNRISE FAMILIES WITH MINOR CHILDREN; PROVIDING FOR A PUBLIC PURPOSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Legal Aid Service of Broward County, Inc. (LASBC) is a 501c(3) non-profit organization that helps individuals and families avoid homelessness and prevent evictions through a partnership with the Manne Foundation Homeless Prevention Program Corp. (the "Foundation"); and

WHEREAS, LASBC is proposing to implement a pilot program in the City of Sunrise called the First-Time Eviction Prevention Program for Sunrise Families with Minor Children ("Eviction Prevention Program"); and

WHEREAS, the parties have worked together to maximize the Eviction Prevention Program's implementation in the City of Sunrise to benefit the City's residents. Prevention of evictions and homelessness is a significant benefit to residents of the City; and

WHEREAS, LASBC, through the Foundation, has requested funding in the amount of \$25,000 to be used exclusively for rental assistance for first-time evictions for City of Sunrise residents with school-age or younger children, with no City funds to be used for administrative costs for the Eviction Prevention Program; and

WHEREAS, the Eviction Prevention Program protects and promotes the health, safety and welfare of the residents of the City, and the City Commission wishes to provide support to LASBC for the Eviction Prevention Program; and

WHEREAS, the Florida Attorney General has issued numerous opinions confirming that public purposes may be carried out through private non-profit organizations and that municipalities in Florida may expend public funds by contributing to private non-profit organizations for a public purpose; and

WHEREAS, the City Commission for the City of Sunrise finds that a contribution of resources and financial assistance to LASBC for the Eviction Prevention Program constitutes a valid public purpose, and that approval of an Agreement between the City and the LASBC is in the best interest of the City and its residents.

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

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

Section 2. The City of Sunrise, Florida hereby supports the First-Time Eviction Prevention Program for Sunrise Families with Minor Children, and contributing to the success of this program serves a valid public purpose.

Section 3. The Agreement between the City of Sunrise and Legal Aid Services of Broward County, Inc. for a First-Time Eviction Prevention Program for Sunrise Families with Minor Children is hereby approved, in the form or substantially the same form attached to the accompanying agenda item, subject to review and approval of the City Attorney. A final copy of the Agreement will be attached hereto and made a part of this Resolution as Exhibit A.

Section 4. The Mayor is hereby authorized to execute the Agreement upon final review and approval by the City Attorney.

Section 5. City staff is hereby authorized to take all actions necessary to fully perform the terms and conditions of the Agreement.

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

## **AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025 by and between the CITY OF SUNRISE, a Florida municipal corporation, (hereinafter referred to as the "City"), and LEGAL AID SERVICE OF BROWARD COUNTY, INC., a Florida non-profit corporation (hereinafter referred to as the "LASBC").

WHEREAS, LASBC is a 501c(3) non-profit organization that helps individuals and families avoid homelessness and prevent evictions through a partnership with the Manne Foundation Homeless Prevention Program Corp. (the "Foundation"); and

WHEREAS THE "Foundation" is not a party to this Agreement and is referenced only for informational and historical purposes; and

WHEREAS, LASBC is proposing to implement a pilot program in the City of Sunrise called the First-Time Eviction Prevention Program for Sunrise Families with Minor Children ("Eviction Prevention Program"); and

WHEREAS, the City supports LASBC and has determined that the Eviction Prevention Program's prevention of evictions and homelessness serves a valid public purpose; and

WHEREAS, LASBC, through the Foundation, has requested funding in the amount of \$25,000 to be used exclusively for rental assistance for first-time evictions for City of Sunrise residents with school-age or younger children, with no City funds to be used for administrative costs for the Eviction Prevention Program. The funds provided to assist the families will operate as a grant with no debt obligation to the families assisted; and

WHEREAS, the City of Sunrise wishes to provide resources and financial assistance to LASBC for the Eviction Prevention Program that serves to protect and promote the health, safety and welfare of the residents of the City; and

WHEREAS, the Florida Attorney General has issued numerous opinions confirming that public purposes may be carried out through private non-profit organizations and that municipalities in Florida may expend public funds by contributing to private non-profit organizations for a public purpose; and

WHEREAS, the City Commission for the City of Sunrise finds that a contribution of resources and financial assistance to LASBC for the Eviction Prevention Program constitutes a public purpose and that approval of an Agreement between the City and the LASBC is in the best interest of the City and its residents.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the



adequacy of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Purpose. The purpose of this Agreement is to set forth the understanding of the City and LASBC with respect to the LASBC's Eviction Prevention Program, the City's participation in the Eviction Prevention Program, and other associated issues pertaining to the Eviction Prevention Program.
2. Term. The term of this Agreement shall commence on the date of the Agreement is signed by both parties and shall expire on April 8, 2026. This Agreement may be extended by written mutual Agreement of the parties for a term not to exceed one year.
3. Payment of City Funds. Funds will be distributed to LASBC within thirty (30) days of the effective date of this Agreement. LASBC shall maintain all records created during the ordinary course of business pertaining to the funds. All such records shall be considered public records unless a recognized exemption exists under Florida law.
4. City's Right to Audit. The City reserves the right to examine and conduct audits of LASBC related to this Agreement, which shall be in accordance with Generally Accepted Government Auditing Standards. The City may audit the books, records, and accounts of the LASBC that are related to this Agreement. LASBC shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement. LASBC shall preserve and make available, at reasonable times for examination and audit by the City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law (Chapter 119, Florida Statutes) and corresponding retention schedules, or for a minimum of three (3) years after expiration or termination of this Agreement, whichever is longer. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Provided, however, nothing contained herein shall require the production by LASBC of personally identifying, confidential, privileged information as prescribed by The Florida Bar.
5. Responsibilities of the City. The City shall:
  - A. Provide funding to LASBC in the amount of \$25,000 to be used exclusively for rental assistance for first-time evictions for City of Sunrise residents with school-age or younger children.

- B. The City Manager, or designee, shall be the Administrator of this Agreement on behalf of the City.
- C. The City Manager will designate a City staff member to act as a liaison to attend LASBC and the Foundation's meetings, coordinate the City's support activities, and provide administrative support and other tasks as needed.

6. Responsibilities of LASBC. LASBC shall:

- A. Make the Eviction Prevention Program available to all qualified City of Sunrise residents.
- B. Use the funds received pursuant to this Agreement exclusively for rental assistance for first-time evictions for City of Sunrise residents with school-age or younger children. No City funds shall be used for administrative costs for the Eviction Prevention Program
- C. Provide the City with a budget for the Eviction Prevention Program.
- D. Provide quarterly reports to the City on the number of Sunrise applications received, number of approved applications, funds dispersed, and any other information requested by the City. Provided, however, nothing contained herein shall require the production by LASBC of personally identifying, confidential, privileged information as prescribed by The Florida Bar. Provide an annual report summarizing the quarterly reports along with a current status of each of the applications that have received funds through the program.

7. Indemnification. LASBC shall indemnify and hold harmless the City, its officers, agents and employees, from liabilities and expenses arising out of the unlawful or improper use of funds for resources or financial assistance by LASBC or its agents, officers, or employees pursuant to this Agreement. This indemnification shall survive the term of this Agreement.

8. Third Party Beneficiaries. Neither party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9. Termination.

9.1 Termination for Convenience: This Agreement may be terminated by either party without cause upon thirty (30) days' written notice to the other party.

9.2 Termination for Cause: This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event LASBC abandons this Agreement or causes it to be terminated by the City, LASBC shall indemnify the City against any loss pertaining to this termination, up to the amount of the unspent funds, as provided in 9.3. In the event that the Agreement is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10.1 and the provisions of Section 10.1 shall govern.

9.3 Funding Reimbursement for Termination: In the event either Party terminates this Agreement, LASBC agrees to return any unspent funds within fifteen (15) days of notice of termination.

10. Public Records. LASBC 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 LASBC and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, LASBC 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 LASBC 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 LASBC or keep and maintain public records required by the City to perform the service. If LASBC transfers all public records to the City upon completion of the Agreement, LASBC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LASBC keeps and maintains public records upon completion of the Agreement, LASBC 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 LASBC fails to comply with the requirements in this Section 10, the City may enforce these provisions in accordance with the terms of this Agreement. If LASBC 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 LASBC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LASBC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, LASBC SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

11. Assignment. The City recognizes that the services of the LASBC are personal in nature and therefore, LASBC shall not assign, or transfer its rights, title or interests in the Agreement nor shall LASBC delegate any of the duties and obligations undertaken by LASBC without City's prior written approval.

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

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

14. Scrutinized Company.

14.1 Pursuant to Section 287.135, Florida Statutes, LASBC 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.

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

14.3 Pursuant to Section 287.135, Florida Statutes, the City may, at the option of the City Commission, terminate this Agreement if LASBC 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 or the Scrutinized Companies with Activities in the Iran Terrorism Sector List; or has been engaged in business operations in Cuba or Syria.

15. E-Verify - Employment Eligibility. LASBC warrants and represents that it complies with section 448.095, Florida Statutes. LASBC and any subcontractors of LASBC must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization status of all new employees of LASBC and any subcontractors. If LASBC enters into a contract with a subcontractor, the subcontractor must provide LASBC with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. LASBC shall maintain a copy of such affidavit for the duration of this Agreement.

16. Governing Law; Venue. 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, except as stated in Section 7, each party will be responsible for their own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby waive a jury trial and will proceed to a trial by judge, if necessary.

17. Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter superseding all prior communications between the parties whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of its terms be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

18. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

19. Paragraph Headings. All paragraph headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limited or expanding the terms set out in this Agreement.

20. Notices. All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by overnight mail or by certified mail, return receipt requested, to the following persons and addresses:

**For the City:**

City Manager  
City of Sunrise  
10770 W. Oakland Park Boulevard  
Sunrise, Florida 33351

With a copy to:

City Attorney  
City of Sunrise  
10770 W. Oakland Park Boulevard  
Sunrise, Florida 33351

**For LASBC:**

Debra T. Koprowski  
Executive Director  
Legal Aid Service of Broward County  
491 North State Road 7  
Plantation, FL 33317

21. Independent Contractor. Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. LASBC shall, at all times, remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, inasmuch as LASBC is an independent contractor.

22. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties and supersedes all prior negotiations,

representations or agreements, either written or oral. It may not be modified, amended, or terminated except as provided herein.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

24. Amendments. This Agreement may be amended only by a written instrument executed by both parties. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and LASBC.

\*\*\*THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.\*\*\*

IN WITNESS WHEREOF, the City and Legal Aid Service of Broward County, Inc. have executed this Agreement as follows:

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan

\_\_\_\_ day of \_\_\_\_\_, 2025.

**AUTHENTICATION:**

\_\_\_\_\_  
Felicia M. Bravo, City Clerk  
(SEAL)

Approved as to form and legal sufficiency  
for the City of Sunrise:

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



**LEGAL AID SERVICE OF BROWARD  
COUNTY, INC.**

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

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

\_\_\_\_ day of \_\_\_\_\_, 2025.

STATE OF FLORIDA:  
COUNTY OF BROWARD:

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence  
or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_ as \_\_\_\_\_ of Legal Aid Service of Broward  
County, Inc., a Florida non-profit corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp  
Commissioned Name of Notary  
Public)

Personally Known \_\_\_\_ or Produced Identification \_\_\_\_  
Type of Identification Produced: \_\_\_\_\_



## AGENDA ITEM REQUEST

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**Originating Department:** City Commission

**Item Title:** Usage of Facilities

**Item Number:** 17A

**Meeting Date:** 4/8/2025

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

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**Item Description:**

Commission Discussion and/or Action regarding usage of City of Sunrise Facilities to Elected Officials representing the City of Sunrise districts. Assistant Deputy Mayor Jacqueline A. Guzman.

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**Funding:**

N/A

**Amount:**

N/A

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**ATTACHMENTS:**

No Attachments Available

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**Background:**

Assistant Deputy Mayor Guzman requested this agenda item.

On two separate occasions, Assistant Deputy Mayor Guzman received inquiries regarding the use of the City of Sunrise facilities. One such request specifically sought access to the Commission Chambers. However, Assistant Deputy Mayor Guzman was informed by staff that the request would need to be presented to the Commission at a Commission Meeting for approval. Due to the timing of the Commission's next meeting, the requester opted to seek a venue in a neighboring city. The Assistant Deputy Mayor attended the meeting, where she noted that more than half of the attendees were residents from the City of Sunrise.

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**Department Head Recommendation:**

Approval

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**Person With Additional Information:**

Name: Assistant Deputy Mayor Jacqueline A. Guzman.

Phone: 954-746-3250

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**Department Head Name and Title:**

Assistant Deputy Mayor Jacqueline A. Guzman.

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**City Manager:**

Authorized for agenda placement

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