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 or via phone 954-746-3430.

CITY COMMISSION MEETING AGENDA
Tuesday, June 10, 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) Agreement

C25131

A Resolution of the City of Sunrise, Florida, approving a "Candidate Financial Reporting System Agreement for Municipalities" between the Broward County Supervisor of Elections and the City of Sunrise; and providing an effective date. City Manager Mark Lubelski. Felicia Bravo, City Clerk.

(B) Candidate Financial Reporting

C25132

A Resolution of the City of Sunrise, Florida, requiring submission of Campaign Finance Reports through an Electronic Filing System; establishing requirements for the system; establishing requirement for system access and usage; authorizing the City Clerk to promulgate rules and other guidance related to the system; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

(C) Services

C25105

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 24-76-08-CM for Residential Landscape Beautification Program Services to Landscape Service Professionals LLC; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(D) Agreement

C25135

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement for Security Improvements between the City of Sunrise and Hillers Electrical Engineering, Inc." for Security Improvements throughout various City Parks; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(E) Amendment

C25134

A Resolution of the City of Sunrise, Florida, approving a "Fifth Amendment to Standard Project Agreement No. 18-011-KS between the City of Sunrise and KCI Technologies, Inc." for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(F) Agreement

C25127

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. 25-09-04-HR between the City of Sunrise and National Metering Services, Inc." for Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory utilizing the City

of Hollywood, Florida Bid No. LFB-126-23-JJ and contract; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

(G) Services

C25123

A Resolution of the City of Sunrise, Florida, approving the purchase of Thompson Pump and Manufacturing Company, Inc.'s products, parts and services on an as-needed basis, from Thompson Pump and Manufacturing Company, Inc. as the Sole Source provider; 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

Legislative Update by State Representative Lisa Dunkley. City Manager Mark Lubelski.

(B) Proclamation

Proclamation proclaiming the Month of June 2025 as Caribbean-American Heritage 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.

(C) Proclamation

Proclamation proclaiming June 19th, 2025 as Juneteenth 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.

(D) Presentation

Presentation of the Youth Athlete of the Month Award for June

2025 to Juan Hernandez from the Travel Basketball program. Kevin Pickard, Director of Leisure Services.

(E) Presentation

Presentation of the Outstanding Performance Award for June 2025 to Laura Murphy-Lestrade, Administrative Assistant II, Risk Division. Susan Nabors, Director of Finance and Administrative Services Department.

(F) Presentation

Presentation of the Firefighter of the Month Award for June 2025 to Rescue Lieutenant Chad Crowe, Firefighter-Paramedic Frank Lioy, and Firefighter-Paramedic Justin Dantin. John K. McNamara, Fire Chief.

(G) Presentation

Recognition of service time and dedication for employee retiring from City service awarded to Benjamin Hodgers, Police Officer. Daniel Ransone, Chief of Police.

(H) Proclamation

Proclamation proclaiming the Month of June 2025 as LGBTQ+ Pride 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.

(I) Proclamation

Proclamation proclaiming the Month of June 2025 as National Migraine and Headache 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 June 19th, 2025 as World Sickle Cell 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) <u>City Items</u>

(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) Amendment

C25115

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Fiscal Year 2024/2025 Budget Ordinance No. 709; Amending the General Fund (001); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading CCM 5/27/2025, Passed 5-0.)

(B) Agreement

C25111

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 Koffee Kult Retail Corp." for City property located at 6780 Sunset Strip, Unit #11; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director. (First Reading CCM 5/27/2025, Passed 5-0.)

(C) Agreement

C25120

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving a "Lease between the City of Sunrise, Florida and Boys & Girls Clubs of Broward County, Inc."; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. (First Reading CCM 5/27/2025, Passed 5-0.)

(D) Amendment

C25113

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, adopting an Amendment to the Uniform Signage Plan for the Sawgrass Gateway Center; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

(E) Amendment

C25129

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 11 "Retirement and Pensions" Article II "City of Sunrise Retirement Plans" Division 2 "Boards" by Amending Section 11-11 "Selection; Composition" to change the term of office for Pension Board Members; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

(F) Amendment

C25130

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 11 "Retirement and Pensions," Article II "City of Sunrise Retirement Plans," Division 2 "Boards," by Amending Section 11-15 "Investment Authority" to authorize certain investment options; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

(13) Quasi-Judicial Hearing

(14) City Clerk's Report

(15) City Attorney's Report

(16) Old Business

(17) New Business

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 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

Originating Department: City Clerk

Item Title: Agreement

Item Number: 4A **Meeting Date:** 6/10/2025

City Reference Number (C#): C25131

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Candidate Financial Reporting System Agreement for Municipalities" between the Broward County Supervisor of Elections and the City of Sunrise; and providing an effective date. City Manager Mark Lubelski. Felicia Bravo, City Clerk.

Funding:
001.10.10.511.503407 - Software Support

Amount:
$5,360.00 - One-Time Fee - FY 2025
$3,561.00 - Annual Fee - Subsequent years

ATTACHMENTS:

ATY Resolution - C25131

2022 Candidate Financial Reporting System Agmt with Municipalities
License Agreement_SOEand VR Systems, Inc.
Campaign Finance Systems Research

Background:
The Broward County Supervisor of Elections entered into a Candidate Financial Reporting Service, License, Maintenance and Support Agreement with VR Systems, Inc. ("License Agreement") for candidate financial reporting services. This agreement permits Broward County Supervisor of Elections and all of Broward County's municipalities to access VRS' proprietary candidate financial reporting services.

The Broward County Supervisor of Elections wishes to extend this service to the City of Sunrise per the terms set forth in the License Agreement and this Municipality Agreement. The City of Sunrise will utilize the candidate financial reporting services and offer them to all official candidates for office and political committees required to submit financial reports pursuant to applicable Florida law.

Utilizing candidate financial reporting services will ensure transparency and compliance with state election laws. These services will also streamline the process for candidates and political committees. The software will assist them in accurately reporting campaign contributions and expenditures as required by the Florida Division of Elections, thus avoiding possible penalties. The City Clerk's Office recommends approval of this agreement.

Pursuant to Section 5-173(c)(6) of the Code of the City of Sunrise Florida, the City's formal bidding process is waived.

City Commission approval is requested to enter into the agreement with the Broward County Supervisor of Elections for candidate financial reporting services.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Felicia M. Bravo, City Clerk Phone: 954-746-3331

Department Head Name and Title:
Felicia M. Bravo, City Clerk

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "CANDIDATE FINANCIAL REPORTING SYSTEM AGREEMENT FOR MUNICIPALITIES" BETWEEN THE BROWARD COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF SUNRISE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Broward County Supervisor of Elections (County SOE) entered into a Candidate Financial Reporting Service, License, Maintenance and Support Agreement with VR Systems, Inc. (License Agreement) for candidate financial reporting services, which permits the County SOE and all of Broward County's municipalities to access VR Systems' proprietary candidate financial reporting services; and

WHEREAS, the County SOE wishes to extend this service to the City of Sunrise pursuant to the terms set forth in the License Agreement and this Municipality Agreement, which will allow the City to utilize the candidate financial reporting services and offer those services to all candidates for office and political committees required to submit financial reports pursuant to applicable Florida law; and

WHEREAS, an Agreement is required to set forth the parties' respective obligations and duties.

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

Section 1. A "Candidate Financial Reporting System Agreement for Municipalities" (Agreement) between the Broward County Supervisor of Elections and the City of Sunrise is hereby approved. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

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

Section 3. Pursuant to Section 173(c)(6) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding process is waived for services provided by other governmental agencies.

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:

_____
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

Candidate Financial Reporting System Agreement for Municipalities

This Candidate Financial Reporting System Agreement for Municipalities ("Municipality Agreement") is made and entered by and between Broward County Supervisor of Elections ("County SOE") and the City of Sunrise ("Municipality") (collectively, County SOE and Municipality are referred to as the "Parties").

RECITALS

A. County SOE and VR Systems, Inc. ("VRS") entered into a Candidate Financial Reporting Service, License, Maintenance and Support Agreement (the "License Agreement"), dated _____, which permits County SOE and all of Broward County's municipalities to access VRS' proprietary candidate financial reporting service (the "Service").

B. County SOE desires to extend the Service to the Municipality per the terms set forth in the License Agreement and this Municipality Agreement.

Now, therefore, in consideration of the mutual terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. Unless stated otherwise herein, the definitions in the License Agreement shall apply to this Municipality Agreement.

3. The Municipality may utilize the Service and offer same to all official candidates for office required to submit financial reports pursuant to applicable Florida law. Upon execution of this Municipality Agreement, County SOE will notify VRS that the Municipality is ready to access the Service and VRS will provide Municipality its unique credentials to access the Service and create user accounts for authorized users.

4. The Municipality will reimburse County SOE, as set forth in Attachment 1 hereto, for use of the Service.

5. The Municipality is solely responsible for complying with all terms and conditions set forth in the License Agreement. The Municipality agrees to indemnify and hold County SOE harmless for any claims made by VRS to the extent such claim is caused or alleged to be caused, in whole or in part, by any act or omission of the Municipality in violation of the License Agreement.

6. This Municipality Agreement may be terminated by either party through written notice of termination. The notice of termination must identify the termination date, which shall be at least ten (10) business days after the date the written notice is delivered. If Municipality terminates this Municipality Agreement, Municipality is not entitled to a refund of any fees paid

by Municipality pursuant to Attachment 1

7. This Municipality Agreement shall become effective on the date it is fully executed by the Parties and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(Remainder of page left intentionally blank)

BROWARD COUNTY SUPERVISOR OF ELECTIONS

_____

_____
Broward County Supervisor of Elections

Date: _____

MUNICIPALITY

By: _____ Date: _____
Mayor Michael J. Ryan

ATTEST:

_____
Felicia M. Bravo, City Clerk

Approved as to form and legal sufficiency:

_____
Thomas P. Moss, City Attorney

Attachment 1 – Reimbursement Fees

Upon receipt of an invoice from County SOE, the Municipality shall reimburse County SOE the following amounts within 30 days of the invoice date:

Invoice Date	Invoice Period	Fees
Effective Date of Municipality Agreement	One-Time Fee	$5,360
Each anniversary of the Municipality Agreement	Recurring, annually in advance	$3,561 annually

Candidate Financial Reporting Service, License, Maintenance and Support Agreement

Between

VR Systems, Inc
3773 Commonwealth Blvd.
Tallahassee, FL 32303

and

Broward County Supervisor of Elections Office
on behalf of Broward County Cities
115 S. Andrews Ave, Room 102
Ft. Lauderdale, FL 33301

System License. VR Systems, Inc. ("*VRS*") hereby grants to the Broward County Supervisor of Elections Office (the "*Customer*") , and Customer hereby accepts from VRS, subject to all the terms, covenants, conditions, and limitations set forth in this "System License and Maintenance and Support Agreement", its cover sheet, and all Exhibits attached hereto (collectively the "*Agreement*"), a non-exclusive, revocable right and license, (the "*License*") to use, access, and provide municipalities access to the VRS' online **Candidate Financial Reporting** developed and owned by VRS, including all releases, enhancements, customizations, and other changes thereto, (the "*Service*"). As part of the License, Customer will have the right to sublicense the Service only to the municipalities located within Broward County and Customer may charge each municipality a fee (to be retained by Customer) at rates agreed to by Customer and each municipality. Customer agrees that agreements with municipalities to access the Service will include a provision requiring the municipality to abide by the terms and conditions of this Agreement relating to accessing the Service.

1) **Exhibits.**
Attached and made a part hereof for all purposes are the following Exhibits:
Exhibit A Fee Schedule
Exhibit B: Project Management Plan
In the event of a conflict between the provisions of this Agreement and the provisions of any Exhibit, the provisions of this Agreement shall control.

2) **Service Outline.** The Service serves HTML web pages that provide a way for candidates and political committees to create and submit financial reports by entering their expenditures and expenses online. These reports can then be printed out for delivery by the candidate or political committee to the Customer or reports can be submitted to the Customer electronically. Submitted reports accepted by the Customer can be released for viewing by clerk's staff for members of the public who visit the Customer's website. The public may access the reports via a link on Customer's web site using a standard web browser. The Service is hosted by VRS on a secure site. The software that enables the candidates to create their financial reports, the software that allows the city to administer the reports and the software that allows the public to view and search the reports is a software product that is proprietary to VRS. The CFR system also supports the optional inclusion of pdfs of prior financial reports submitted on paper, biographical data and a photo for each candidate/committee, which is displayed to the public along with online financial reports that have been filed with the Customer. VRS will keep the service compliant with Florida State statute and rule changes without additional charge to the Customer. Customer may sublicense the Service to those municipalities identified in Exhibit A such that those municipalities are subject to the same rights, duties, obligations, understandings and protections governing the Service as set forth in this Agreement.

Local municipal statutory requirements change from time to time and local municipal rule requirements may require custom-written software changes. Such changes will require mutual agreement of the parties on the scope of work to be performed and the applicable fees.

3) **Host Server**. The Candidate Financial Reporting Service is hosted on a high availability server owned and managed by VRS. The site is comprised of redundant servers and disk so that the loss of a single component of the web site should not affect availability. VRS' Web Site is physically located on a secure Web Hosting Center run by a major telecommunications company and is well protected behind highly secure firewall technology. To ensure the highest availability possible, uninterrupted power supply and redundant Internet connections are provided by the telecommunications company.

4) **Administration of Host Server system**. The Service includes VRS administration of the web site servers and network infrastructure. Server systems will be maintained up-to-date for security purposes. VRS may change the configuration of the web site servers and network infrastructure at its sole discretion. Administration will include close monitoring of the web site at peak periods to ensure critical services are maintained. During peak periods VRS will work directly with the customer to ensure the most critical information can be rapidly retrieved by the public.

5) **Disk Space.** Customer may use up to 20 GB (gigabytes) of disk space resources for the database on the Web Site hosted by VRS for Customer and each municipality identified in Exhibit A. If Customer uses over 20 GB per city, Customer will have 15 days to either find another provider or will have to pay supplemental fees for additional disk storage space. Customer will be notified by e-mail.

6) **Backup of the Host Web Site**. The host web site will be backed up regularly such that the site could be restored in the event of a catastrophic disk failure.

7) **Transition Services.** Unless explicitly provided for in this agreement, VRS does not provide migration of existing Candidate Financial Reports data to the VRS hosted Web Site.

8) **Documentation.** Documentation will be provided to Customer in electronic format.

9) **Training Services**. VRS will provide documentation and three (3) separate two (2) hour training sessions of up to 20 participants per session by phone to Customer's and municipalities' staff for setup. The three (3) training sessions must be completed within sixty (60) days of this Agreement signing, unless otherwise agreed upon in writing by the parties.

10) **Telephone Support**. VRS will provide telephone support to members of Customer's staff for the administration of the candidates' reports. No training or help will be provided to candidates. All inquiries and requests for support must come directly from members of the Customer's staff.

11) **No Warranty**. VRS represents, warrants, and agrees that the Service is free from currently-known viruses or malicious software and that VRS has and will continue, for the full term of this Agreement, to use commercially reasonable security measures to ensure the integrity of the Service from data leaks, hackers, denial of service attacks, and other unauthorized intrusions. Except for the warranty in the prior sentence, the Service is provided on an "as is available" basis. VRS gives no warranty, expressed or implied, for the Service, including without limitation, warranty of merchantability and warranty of fitness for a particular purpose. This 'no warranty' expressly includes any reimbursement for losses of income or damages due to disruption of Service by VRS or its providers beyond the fees paid by Customer to

VRS for services.

12) **Confidentiality.** All information regarding Customer's business operations, business systems, and related confidential matters furnished or disclosed to VRS in the course of the negotiation and implementation of this Agreement shall be held in confidence by VRS, unless such information was previously known by VRS free of any obligation to keep it confidential, or has been, or is subsequently, made public by Customer or a third party lawfully in possession of such information, or unless such information is in the public domain. VRS agrees and understands that candidates' financial data is confidential until submitted and VRS hereby agrees that these records will not be used for any other purpose than those specified in this Agreement and by the Customer. These records will not be copied nor will any person be allowed to extract any information from these records without the consent of the Customer. Customer agrees to similarly treat any information provided to it by VRS and to instruct its employees who will work with the System about the restrictive covenants and conditions of this Agreement and about the safeguarding, security, and copying requirements hereinafter discussed. Notwithstanding any portion of this Agreement to the contrary, the provisions of State law, constitutional or statutory, pertaining to public records and open government ("government in the sunshine"), and any cases construing such law, shall prevail over the provisions of this Agreement.

The parties believe that VRS is a private entity and not an agency, or acting as an agency, and its internal communications, documents, and information, as well as its proprietary information and trade secrets (collectively "proprietary information") are not public records. VRS represents that the Service contains proprietary products and trade secrets of VRS. Accordingly, to the full extent permissible under applicable law, Customer agrees to treat the Service as confidential in accordance with this article. Any other material submitted to Customer that VRS contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – VR SYSTEMS CONFIDENTIAL/PROPRIETARY TRADE SECRET." In the event that a third party submits a request to Customer for records designated by VRS as Trade Secret Materials, Customer shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by VRS. VRS shall indemnify and defend Customer and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of the Software or any Trade Secret Materials in response to a records request by a third party. VRS shall, with respect to any public records it maintains in connection with this Agreement, comply with the provisions of Fla. Stat. 119.0701. VRS shall notify Customer of any public records request it may receive and shall cooperate with Customer.

To the extent VRS is acting on behalf of CUSTOMER as stated in Section 119.0701, Florida Statutes, VRS shall:

i. Keep and maintain public records required by CUSTOMER to perform the services under this Agreement;
ii. Upon request from CUSTOMER, provide CUSTOMER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

iii. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to CUSTOMER; and

iv. Upon completion or termination of this Agreement, transfer to CUSTOMER, at no cost, all public records in possession of VRS or keep and maintain public records required by CUSTOMER to perform the services. If VRS transfers the records to CUSTOMER, VRS shall destroy any duplicate public records that are exempt or confidential and exempt. If VRS keeps and maintains public records, VRS shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CUSTOMER upon request in a format that is compatible with the information technology systems of VRS.

The failure of VRS to comply with the provisions of this section shall constitute a material breach of this Agreement entitling CUSTOMER to exercise any remedy provided in this Agreement or under applicable law.

Notwithstanding anything herein to the contrary, a request for public records regarding this Agreement must be made directly to CUSTOMER, who will be responsible for responding to any such public records requests. VRS will provide any requested records to CUSTOMER to enable CUSTOMER to respond to the public records request.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 712-1960, JWAY@BROWARDSOE.ORG, 115 S. ANDREWS AVE., SUITE 102, FORT LAUDERDALE, FLORIDA 33301.

13) **Title to System/Protective Covenants.** Customer acknowledges that the System and Documentation (including changes, enhancements, alterations, and additions provided under Maintenance and Support) are the sole and exclusive property of VRS and that neither legal nor equitable title to the System or Documentation passes to Customer or municipalities under the terms of this Agreement or under any other agreement or theory. No part or portion of the System or Documentation may be altered, modified or enhanced by Customer or municipalities, or its agents or employees. All programs, documentation, and

materials in machine-readable form supplied under the License shall be kept in a secure place, under access and use restrictions not less strict than those applied to Customer's most valuable and sensitive programs and data.

14) **Limitation of Actions and Liability.** THE LIABILITY OF VRS TO CUSTOMER FOR PERFORMANCE OF THE SYSTEM IS LIMITED TO THE ABOVE WARRANTY ON THE WEB HOSTING SERVICE AND WEB DESIGN PACKAGE PROVIDED BY VRS. Except as specifically set forth in this paragraph in no event shall VRS be liable for any damages or remedies that might otherwise arise out of this Agreement or the use of the System, including, but not limited to: (a) general, special, indirect, incidental, foreseeable, normal, or consequential damages; (b) lost profits, loss of savings, loss of data or information, business interruption, finance charges, increased costs of doing business, reliance on any promise or premise; and (c) damages arising under any warranty, negligence, or breach of contract claims of customer against VRS. In any event, VRS' liability for damages under any theory or form of action shall not exceed the total amount paid by Customer under this Agreement to VRS as itemized in "*Exhibit* A" (exclusive of out-of-pocket reimbursements and the Annual Renewal Fee). These limitations of liability shall not apply to any claim resulting from an actual or alleged infringement of any interest in the Service or other intellectual property.

15) **Term of Service**. The Term of the Web Hosting Service is one year from Commencement Date, but only so long as Customer is not in breach of, or in default under this Agreement and any renewals thereof. The Commencement Date is defined as the later date as between the date when the Customer is given access to Customer's initial VRS startup CFR web services for the municipalities identified in Appendix A and the date training services are delivered, as set forth in Section 9 above. Annual renewal of the Service is automatic unless a written notice of cancellation is given by either party at least 4 weeks in advance of a renewal date. Upon completion or cancelation of the agreement, VRS shall provide all municipality data residing in its possession to the applicable municipality in either hard copy or electronic readable format.

16) **Use Restrictions.** Customer and municipalities are restricted to using the CFR Service exclusively for candidate and Committee Financial Reporting in the Customer's own jurisdiction, inclusive of sublicensing to municipalities as set forth in Paragraph 1.

17) **Fee for Annual Renewal of Service**. The renewal date is the one year anniversary of the Commencement Date or the effective date of a subsequent renewal of the Service, whichever is later. Annual renewal fees shall be invoiced at least one month before the renewal date. Annual renewal fee must be paid by renewal date or the Service may be interrupted and possibly terminated. Fee for first renewal of the Service is shown in Exhibit B. The fee in subsequent years may change, up to a maximum of a 6% increase each year provided VRS provides written notice to Customer at least 4 weeks in advance of the intended renewal fee.

18) **Late Charges**. Interest on any overdue payments owed by Customer under this Paragraph, or under any other Paragraph of this Agreement, shall be charged and invoiced for as provided for in the Florida Prompt Payment Act, Sections 218.71-79, Florida Statutes, as amended.

19) **Progress Reports/Meetings.** VRS and Customer shall, within thirty (30) days of this Agreement signing, jointly develop a Project Management Plan, "*Exhibit B*", which shall be attached to this Agreement as "*Exhibit B*", detailing tasks to be

performed, responsibility for the accomplishment of each task, and a deadline for each task. Customer and VRS will conduct meetings to review progress on a regular basis, with the schedule to be jointly determined. The parties may agree in writing to extend the Project Management Plan deadline.

20) **Customization.** In the event Customer requests consulting support or customization of the System which support or modifications are beyond the scope of VRS' obligations under this Agreement Customer shall notify VRS in writing of its needs for such support or customization. Should VRS agree to perform such consulting, support or customization, all such work requested by Customer will be provided by VRS at VRS' then current rates for these services. In addition, to the extent approved in writing in advance by Customer, the Customer shall reimburse VRS for all reasonable travel and living expenses incurred by consultants and employees of VRS in implementing such services at rates statutorily allowed within Florida law for State employees.

21) **Data Protection**. Notwithstanding anything herein to the contrary, while VRS shall make every reasonable effort to protect data for Customer on a regular basis, VRS is not responsible for Customer's files residing on VRS' equipment. Customer is solely responsible for independent backup of data stored on VRS' server and network.

22) **No infringement**. Customer hereby agrees that any material submitted to Customer's web site and all domain names will not violate or infringe any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous, harmful or unethical. Unethical materials and uses include, but are not limited to pornography, obscenity, nudity, violations of privacy, computer viruses, hacking, warez, MP3s and any harassing and harmful materials or uses. Any potentially illegal or unethical activity may be deactivated without warning by VRS. Customer hereby agrees to indemnify and hold harmless VRS for any claims, fines, penalties and damages resulting from the submission of illegal or unethical materials.

23) **No Liability for Privacy of Information.** Due to the public nature of the Internet, all information should be considered publicly accessible, and important or private information should be treated carefully by Customer. VRS is not liable for protection or privacy of information transferred through the Internet or any other network provider that customers may utilize.

24) **Changes in Terms and Conditions**. VRS may change the terms and conditions of this Agreement provided such changes only become binding upon the next annual Renewal Date. Customer will be notified in writing of the changes to the agreement 120 days before the applicable Renewal Date. Payment of the Renewal Fee will be construed as acceptance of the changes to the Agreement.

25) **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN**

NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

26) **Taxes and Duties.** Customer is currently a tax-exempt entity and is not liable for any sales, service, use, excise, lease, or similar taxes. However, should this status change Customer agrees that it and not VRS will be liable for and promptly pay any such taxes or duties that may become due as a consequence of this Agreement.

27) **Use of Customer's Name.** Customer agrees that VRS may include Customer's name in any complete or partial listing of VRS Customers, for VRS' own marketing efforts, at VRS' sole discretion.

28) **Force Majeure.** Neither party shall be responsible to the other for nonperformance due to acts of God, fire, flood, hurricane, epidemic, acts of government, wars, riots, civil unrest, strikes, accidents in transportation, or other causes beyond the control of the parties.

29) **Section and Paragraph Heading.** Section and paragraph headings used throughout this Agreement are for reference and convenience and in no way define, limit, or describe the scope or intent of this Agreement or affect its provisions.

30) **Multiple Copies or Counterparts of Agreement.** The original and one or more copies of this Agreement may be executed by one or more of the parties hereto. In such event, all of such executed copies shall have the same force and effect as the executed original, and all of such counterparts, taken together, shall have the effect of a fully executed original.

31) **Non-appropriation of funds.** The continuation of this Agreement beyond the end of Customer's fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. All funds for payment by Customer under this Agreement are subject to the availability of an annual appropriation for this purpose by Customer. In the event of non-appropriation of such funds to the Customer for the services provided under this Agreement, Customer shall terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated and available for the continuance of this Agreement, Customer will make best efforts to provide notice of termination at least thirty (30) days prior to the termination date identified in the preceding sentence; notwithstanding the foregoing, Customer shall not be obligated under this Agreement beyond the date of termination.

32) Intellectual Property Warranty. VRS represents and warrants that at the time of entering into this Agreement, no claims have been asserted against VRS (whether or not any action or proceeding has been brought) that allege that any part of the Service infringes or misappropriates any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party, and that VRS is unaware of any such potential claim. VRS also agrees, represents and warrants that the Service to be provided pursuant to this Agreement will not infringe or

misappropriate any patent, copyright, mask copyright, or any trade secret or other intellectual or proprietary right of a third party. If the Service or any portion of the Service is finally adjudged to infringe, or in VRS' opinion is likely to become the subject of an infringement or misappropriation claim, VRS shall, at Customer's option, either: (i) procure for Customer the right to continue using the Service; (ii) modify or replace the Service to make it not infringe; or (iii) refund to Customer all fees paid under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to bind them as of the date signed by the last party to sign this Agreement as indicated below.

VR Systems, Inc.

By: Mindy Perkins Date: 9/11/19
Mindy J. Perkins, President & CEO

Broward County Supervisor of Elections Office

By: 9/16/19 Date: _____
Peter Antonacci, Supervisor of Elections

Broward County Supervisor of Elections Office
on behalf of Broward County Cities

Exhibit A - *Fee Schedule for Candidate Financial Reporting Service*

Candidate Financial Reporting Service initial fee and implementation for Broward County's 32 municipalities	$104,082
Training Includes (3) two hour training sessions of up to 20 participants	$750
First Annual Renewal of Service Fee	$69,149 *Annual Renewal of Service Fee is due on the one year anniversary of the Commencement Date or a subsequent renewal of the Service, whichever is later. (The Commencement Date is defined in Section 14 of the Agreement.)*
Prices in effect until 9/30/2019	

Payment Terms: VRS will invoice Customer for the CFR Service initial fee, implementation, and training upon the Commencement Date (as defined in Section 15). VRS will invoice Customer for the annual renewal of service fee as set forth in Section 17.

Exhibit A Accepted:

By: Mindy J. Perkins Date: 9/11/19

Mindy J. Perkins
President & CEO, VR Systems, Inc.

By: 9/16/19 Date: _____

Peter Antonacci
Broward County Supervisor of Elections

Exhibit B

Project Management Plan Progress Reports/Meetings. VRS and Customer shall, within thirty (30) days of this Agreement signing, each appoint a project manager and jointly develop a Project Management Plan, "*Exhibit B*", which shall be attached to this Agreement as "*Exhibit B*", detailing tasks to be performed, responsibility for the accomplishment of each task, and a deadline for each task. Customer and VRS will conduct meetings to review progress on a regular basis, with the schedule to be jointly determined. The parties may extend the deadlines set forth in this Exhibit B upon written agreement.

Tasks to be performed by VRS or by both parties:

1. Questionnaire delivered for Supervisor of Elections staff to itemize requirements
2. Timeline of implementation to be agreed upon
3. Date of training to be agreed upon
4. Starter service available to Customer.

Systems Used for Campaign Funding

Broward County

City	System
Coconut Creek	VR Systems
Cooper City	VR Systems
Coral Springs	Easy Vote
Dania Beach	VR Systems
Town of Davie	In- Person/Scanned on Site
Deerfield Beach	In- Person/Scanned on Site
Fort Lauderdale	VR Systems
Hallandale Beach	VR Systems
Town of Hillsboro Beach	In- Person/Scanned on Site
Hollywood	Easy Vote
Lauderdale Lakes	VR Systems
Town of Lauderdale-By-The-Sea	In- Person/Scanned on Site
Lauderhill	VR Systems
Lighthouse Point	In- Person/Scanned on Site
Margate	In- Person/Scanned on Site
Miramar	Easy Vote
North Lauderdale	VR Systems
Oakland Park	In- Person
Parkland	VR Systems
Town of Pembroke Park	In- Person
Pembroke Pines	Easy Vote
Plantation	Easy Vote
Pompano Beach	VR Systems
Town of Southwest Ranches	VR Systems
Tamarac	VR Systems
Weston	In- Person/Scanned on Site
Wilton Manors	In- Person/Scanned on Site

Easy Vote	5
VR Systems or VR Product	12
In- Person/Scanned on Site	10

Cities Total	27

AGENDA ITEM REQUEST

Originating Department: City Clerk

Item Title: Candidate Financial Reporting

Item Number: 4B **Meeting Date:** 6/10/2025

City Reference Number (C#): C25132

Item Description:

A Resolution of the City of Sunrise, Florida, requiring submission of Campaign Finance Reports through an Electronic Filing System; establishing requirements for the system; establishing requirement for system access and usage; authorizing the City Clerk to promulgate rules and other guidance related to the system; and providing an effective date. City Manager Mark Lubelski. Felicia M. Bravo, City Clerk.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25132

Background:
Currently, political committees, mayoral and commission candidates are required to file campaign finance reports on paper forms in-person at the City Clerk's Office. Sections 106.07(3) and 106.07(2)(a)2, Florida Statutes, permit the City to impose upon its own officers, candidates and political committees electronic filing requirements when authorized by resolution.

Electronic filing of campaign finance reports will promote accuracy and efficiency for political committees and candidates, as well as transparency for the public. The State of Florida and Broward County both require electronic filing, as do most other Broward County municipalities.

City Commission approval is recommended.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Felicia M. Bravo Phone: 954-746-3333

Department Head Name and Title:
Felicia M. Bravo, City Clerk

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, REQUIRING SUBMISSION OF CAMPAIGN FINANCE REPORTS THROUGH AN ELECTRONIC FILING SYSTEM; ESTABLISHING REQUIREMENTS FOR THE SYSTEM; ESTABLISHING REQUIREMENT FOR SYSTEM ACCESS AND USAGE; AUTHORIZING THE CITY CLERK TO PROMULGATE RULES AND OTHER GUIDANCE RELATED TO THE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, currently, mayoral and commission candidates, as well as political committees, are required to file campaign finance reports on paper forms in-person at the City Clerk's Office; and

WHEREAS, Section 106.07(2)(a)2, Florida Statutes, authorizes the City to impose, by resolution, electronic filing requirements upon its own candidates. Section 106.07(3), Florida Statutes, provides that political committees shall be subject to the same filing requirements established for candidates; and

WHEREAS, electronic filing of campaign finance reports will promote accuracy and efficiency for candidates and political committees, as well as transparency for the public; and

WHEREAS, the State of Florida and Broward County both require electronic filing, as do most other Broward County municipalities.

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 confirmed as the legislative intent of this Resolution.

Section 2. The City Commission of the City of Sunrise, Florida hereby requires that all candidates and political committees must file campaign finance reports electronically, in accordance with the following:

1. Definitions. For purposes of this Resolution, the following definitions apply:

(a) “Campaign” means the campaign of a person seeking elective office within the City that is required by law to file a Report.

(b) “Committee” means a political committee that is required by law to file a Report.

(c) “Report” means a report of campaign finance activity that must be filed with the City Clerk pursuant to Chapter 106, Florida Statutes.

(d) “System” means the Internet-based system established by the City for recording and reporting campaign finance activity in accordance with this resolution.

2. Requirement to File Electronically. Unless an alternative filing procedure has been authorized by the City Clerk in accordance with Paragraph 6 below, each Report must be filed with the City Clerk through the System before midnight at the end of the applicable due date.

3. System Requirements. At all times, the System must comply with applicable provisions of federal, state, and local law, including Section 106.0705(5), Florida Statutes, and provisions of Florida law regarding public records.

4. Access to System. The City Clerk is responsible for administering the credentials through which each user securely accesses the System, which may consist of a username, password, PIN, digital certificate, or other industry-standard authentication factor (generally, “Credentials”).

5. Usage Requirements. Each person who uses System is subject to the following requirements:

(a) Credentials are approved on an individual basis and may not be shared—even with members of the same Campaign or Committee. Each user who is approved for Credentials is responsible for protecting those Credentials from disclosure or compromise. Once Credentials have been approved for a user, that user is deemed responsible for every Report filed using those Credentials until such time as the City Clerk is notified of disclosure or compromise of those Credentials.

(b) By filing a Report through the System, a person (i) is deemed to have electronically signed the Report under oath and to have certified the correctness of the Report in accordance with applicable law; (ii) is responsible for the accuracy and veracity of the Report; and (iii) is deemed to have committed a criminal act by certifying a Report that is known to be incorrect, false, or incomplete.

6. Implementation. The City Clerk is authorized to promulgate any rules, forms, procedures, or other guidance needed to give full effect to this resolution. At a minimum, the City Clerk shall provide alternate filing procedures to be used (i) in the event that the System is temporarily unavailable and (ii) to the extent required by the Americans with Disabilities Act of 1990 or other applicable law.

Section 3. The City Clerk is further authorized to take all actions necessary to effectuate the aims of this Resolution.

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

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4C **Meeting Date:** 6/10/2025

City Reference Number (C#): C25105

Item Description:

A Resolution of the City of Sunrise, Florida, Awarding Bid No. 24-76-08-CM for Residential Landscape Beautification Program Services to Landscape Service Professionals LLC; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
001.33.30.515.503420 - Miscellaneous Contract Services

Amount:
$40,000.00 - Estimated Fiscal Year Expenditure

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

ATTACHMENTS:

ATY Resolution - C25105
Ordinance No. 619
Bid Tabulation
Sunbiz

Background:

On August 8, 2017, the City Commission approved the Residential Landscape Beautification Program, via Ordinance No. 619, in recognition of the environmental and health benefits trees bring to the community while maintaining a neighborhood's identity and beautification throughout the City. Studies have shown trees provide for cleaner air, cleaner water, restore habitat wildlife, promote walkability and cycling, increase neighborhood pride and crime reduction, increase property values, and assist with climate resiliency.

The Residential Landscape Beautification Program was adopted to encourage eligible single-family property owners to install trees within their property and assist with growing the City's urban forest. The program was approved in 2017 with the following property eligibility requirements:

- Located east of Pine Island Road;
- Single-family property/structure;
- Registered homestead property;
- Not have any liens from code enforcement or nuisance abatement action;
- Deficient in landscaping in front yard per City Code; and
- Have a source of water from front of house.

An eligible property will receive up to two trees planted in the front yard (or side for corner lots). The tree species will be limited to a select group to include a variety of ten different species depending on availability. Owners who participate in the Program will not be required to obtain a landscape permit, as the application for the Program will serve as the permit. The selected landscape contractor will deliver and install trees to eligible Owners. The City will be responsible for paying the contractor and coordinating tree selection and installation with the contractor. The Owners shall maintain the trees and will be held responsible for problems occurring after the trees have been planted, such as lack of water, improper maintenance, or damage from lawn equipment.

The initial contract was approved by City Commission in November 2019 and has since expired. The City requires a qualified contractor to continue to supply, deliver, and install trees on private residential properties in accordance with the City of Sunrise Residential Landscape Beatification Program (RLBP) as approved by the City Commission via Ordinance No. 619.

The City issued Bid No. 24-76-08-CM for this project and six (6) bids were received on February 7, 2025. The low bid received from Ecommerce Florida LLC (Ecommerce) was deemed non-responsive after evaluation as the firm did not provide verifiable references; Ecommerce's experience specializing in landscape and horticulture could not be corroborated. The Greenshape Company LLC, the second low bidder, did not bid all bid items as required and was also deemed non-responsive. The Purchasing Office and Community Development Department have evaluated the bids and recommend award to the lowest responsive and responsible bidder, Landscape Service Professionals LLC (Landscape Service).

Landscape Service's total bid price of $35,075.00, which includes the Bid Alternate, is within the City's budgeted annual cost estimate of $40,000.00 for the services. The Bid Alternate provides for a greater variety of trees for selection. The initial award will be for a two-year period and the City reserves the right to renew the award for two additional one-year periods.

Landscape Service is the City's current provider for Landscape Maintenance Services and has been performing city-wide landscape services for the City for the past seven years; their performance on the current contract has been satisfactory. All references were favorable for Landscape Service Professionals LLC's performance on other projects of a similar type and scale with other government entities.

No Sunrise vendor responded to the publicly advertised solicitation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Cheryl McCalla, CPPB, Procurement Specialist

Phone: 954-572-2204

Department Head Name and Title:
Shannon Ley, P.E., Community Development Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, AWARDING BID NO. 24-76-08-CM FOR RESIDENTIAL LANDSCAPE BEAUTIFICATION PROGRAM SERVICES TO LANDSCAPE SERVICE PROFESSIONALS LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 8, 2017, the City Commission approved the establishment of a "Residential Landscape Beautification Program" (Program) via Ordinance No. 619; and

WHEREAS, the City requires a qualified contractor to supply, deliver and install trees on residential properties in accordance with the Program.

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

Section 1. The award of Bid No. 24-76-08-CM for Residential Landscape Beautification Program to Landscape Service Professionals LLC is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, with subsequent years' expenditures subject to budget approval.

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

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
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

CITY CLERK
CITY OF SUNRISE

17 AUG 15 PM 12:57

SUNRISE, FLORIDA

ORDINANCE NO. 619

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ESTABLISHING A "*RESIDENTIAL LANDSCAPE BEAUTIFICATION PROGRAM*;" AUTHORIZING AMENDMENTS TO PROGRAM BY RESOLUTION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, studies have shown that thriving tree canopies, known as "urban forests," have many environmental benefits including providing cleaner air and water, reducing stormwater runoff, increasing carbon sequestration and climate resiliency, and restoring native wildlife. Urban forests also promote outdoor activities such as walking and cycling, increase property values and neighborhood pride and reduce crime; and

WHEREAS, a significant portion of the City's tree canopy on single-family properties was lost over the last decade due to several hurricanes, tropic storms, and ongoing drought conditions; and

WHEREAS, a recent survey completed by Broward County shows that the City of Sunrise has a tree canopy of approximately 16 percent of the geographic area of the City. The Broward County League of Cities has adopted a goal of 30 percent tree canopy coverage for all of Broward County; and

WHEREAS, the cost to replace large trees is financially unfeasible for many property owners, especially for very-low and low income households; and

WHEREAS, the City has developed a program to encourage eligible single-family property owners to plant trees on their property, thereby growing the City's urban forest. The program is designed to focus on the very low and low income areas of the City; and

WHEREAS, the City Commission desires to establish the "*Residential Landscape Beautification Program*" in order to increase the City's tree canopy for the reasons set forth above which promote the health, safety and welfare of the City's residents, visitors and businesses.

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. The establishment of a "*Residential Landscape Beautification Program*" ("Program") is hereby approved. A copy of the Program description, eligibility requirements and process is attached hereto and made a part of this Ordinance as Exhibit "A." A copy of the Program Application is attached hereto and made a part of this Ordinance as Exhibit "B." A copy of the Right of Entry and Hold Harmless Agreement is attached hereto and made a part of this Ordinance as Exhibit "C."

Section 3. Funding for this Program has been established at $40,000 for the fiscal year 2016-2017 as part of the annual budget process as a Program Modification Request known as Residential Tree Giveaway Program. Funding for future fiscal years may be established during the annual budget process.

Section 4. Any amendments to the Program terms may be approved by Resolution of the City Commission after an advertised public hearing. The Community Development Director is granted authority to make modifications to the Program Application, Exhibit "B," to carry out the approved Program.

Section 5. Conflict. All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. Severability. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part declared to be invalid.

Section 7. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 11TH DAY OF JULY, 2017.

PASSED AND ADOPTED upon this second reading this 8TH DAY OF AUGUST, 2017.

Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	SCUOTTO	MOTION:	KERCH
SECOND:	KERCH	SECOND:	SCUOTTO
DOUGLAS:	YEA	DOUGLAS:	YEA
KERCH:	YEA	KERCH:	YEA
SCUOTTO:	YEA	SCUOTTO:	YEA
SOFIELD:	YEA	SOFIELD:	ABSENT
RYAN:	YEA	RYAN:	YEA

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

Kimberly A. Kisslan

CITY OF SUNRISE FLORIDA

Residential Landscape Beautification Program

The City of Sunrise recognizes the importance of trees within our community and the environmental and health benefits trees bring to the community while maintaining a neighborhood's identity and beautification throughout the City. Studies have shown trees provide for cleaner air, cleaner water, restored habitat wildlife, promote walkability and cycling, increase neighborhood pride and crime reduction, increase property values, and assist with climate resiliency. A recent survey completed by Broward County showed the City of Sunrise has a tree canopy of approximately 16 percent of the geographic area of the City. The Broward County League of Cities has adopted a goal of 30 percent tree canopy coverage for all of Broward County.

A significant portion of the City's tree canopy on single-family properties was lost over the last decade due to several hurricanes, tropic storms, and ongoing drought conditions. The cost to replace large trees is financially unfeasible for some property owners, especially for very low and low income households. The City has developed a program, known as the *Residential Landscape Beautification Program*, ("Program") to encourage eligible single-family-property owners to install trees within their property and assist with growing the City's urban forest. The Program is designed to focus on the portion of the City representing the very low and low income areas.

PROGRAM SUMMARY

All single-family homesteaded property owners ("Owners") who meet the eligibility requirements of the Program will receive up to two (2) trees for their front yard subject to funding availability. The trees will be of size to satisfy minimum City Code requirements, which is typically nine (9) feet in height. The tree species will be limited to a select group to include a variety of five to ten different species depending on availability. Owners who participate in the Program will not be required to obtain a landscape permit, as the application for the Program will serve as the permit. Owners will be required to properly care for and maintain the trees once planted. Failure to maintain the trees and/or replace trees will result in ineligibility for future landscape programs and could subject the Owners and Property to City code enforcement action. Owners will be provided basic guidelines how on to maintain trees.

The City will hire a landscape contractor to deliver and install trees to eligible Owners. The City will be responsible for paying the contractor and coordinating tree selection and installation with the contactor and Owners. The Owners shall maintain the trees and will be held responsible for problems occurring after the trees have been planted, such as lack of water, improper maintenance or damage from lawn equipment.

ELIGIBILITY

All Owners must meet the eligibility criteria specified below and complete an application for the Program. All applications shall be submitted to the City of Sunrise Community Development Department, Engineering Division.

- Property must be located east of Pine Island Road.
- Property must be a single-family property/structure.
- Property must be the primary residence of the Owners and must be registered as a homestead property with the Broward County Property Appraiser.
- Property shall not have any liens resulting from code enforcement, nuisance abatement action or liens for water, gas or other Utility service by the City.
- Property shall be deficient in landscaping in the front yard per the City code. For properties located on corner lots, the portion of a side yard adjacent to a street right-of-way, not located behind a fence is considered front yard.
- Property shall have a source of water available from the front of the house.

PROGRAM PROCESS

The Community Development Department, Engineering Division, will be responsible for the *Residential Landscape Beautification Program*. The complete Program process is outlined below. In order to participate in the *Residential Landscape Beautification Program*, Owners must meet all eligibility requirements and complete the following steps.

1. Owners shall complete the *Residential Landscape Beautification Program* application and submit the application in person to the:

   City of Sunrise
   Community Development Department Engineering Division
   1601 NW 136 Avenue, Building A
   Sunrise, FL 33323
   954-746-3270

2. City staff will review the application for eligibility. If Owners are eligible and funds are available, the process will continue with Owners executing a Right of Entry and Hold Harmless Agreement. If funds are not available, Owners will be placed on waiting list. City staff will notify the Owners of status of the application once reviewed. If Owners are accepted, City staff will coordinate with Owners the species of trees and general location where the trees will be planted.
3. City staff will coordinate with contractor for delivery and installation in the next planting cycle, as well as the location of where the trees should be planted. The City will provide the Owners a one (1) week notice prior to the delivery and installation of the trees. Contractor will deliver and install in batches according to the City contract.
4. City staff will inspect the trees after installation and prior to payment to the landscape contractor.
5. Owners will receive basic guidelines including tree maintenance tips and will then be responsible to maintain the trees.

QUESTIONS

For questions or information regarding the *Residential Landscape Beautification Program*, please contact the Community Development Department Engineering Division at 954-746-3270 or communitydevelopment@sunrisefl.gov.

CITY OF SUNRISE

Community Development - Engineering Division
1601 NW 136 Ave., Bldg. A Sunrise, FL 33323 P: 954.746.3270 F: 954.746.3287

For official use only:

Application Received:_____

RESIDENTIAL LANDSCAPE BEAUTIFICATION PROGRAM APPLICATION

The application must be complete and will be processed based upon availability of program funds.

OWNER INFORMATION (Print)

Name(s) _____ Phone_____

Address_____ Zip_____ Email_____

ELIGIBILITY CRITERIA

All eligibility criteria for the Residential Landscape Beautification Program must be met to participate in the Program. Verify each criterion listed below is met by checking the correct answer, yes or no.

- Is the property located east of Pine Island Road? ☐ Yes ☐ No
- Is the property a single-family property/structure? ☐ Yes ☐ No
- Is the property your primary residence and registered as a homestead property with the Broward County Property Appraiser? ☐ Yes ☐ No
- Is the property free from liens from City Code Enforcement action and Utility Service? ☐ Yes ☐ No
- Is the property deficient in minimum landscape requirements in the front yard per City code? ☐ Yes ☐ No
- Does the property have a source of water available from the front of the house? ☐ Yes ☐ No

TREE SELECTION

Each eligible property can receive up to two (2) trees to be placed in the front yard as defined by the program. The species are limited to those listed below; however, species may vary depending on availability.

Number of Trees Requested: 1 or 2 (Circle one)

Please check (✓) the preferred tree species (Maximum 2). Species selected are subject to City approval.

☐ _____ ☐_____ ☐_____ ☐_____ ☐_____ ☐_____

APPLICATION is made to participate in the City's Residential Landscape Beautification Program. I certify that the foregoing information is correct.

IT IS AGREED by the Owner the following:

1. Upon acceptance into the program and availability of funds, the Owner will execute the *Right of Entry and Hold Harmless Agreement* required per the Program.
2. The final tree location must be approved by the City and contractor.
3. It is the responsibility of the Owner to properly care for and maintain the tree(s) in a healthy state for the entire life of the tree(s). Failure to maintain the tree(s) and/or replace tree(s) will result in ineligibility for future landscape programs and the property could be subject to City Code Enforcement Action.

THE OWNER agrees to indemnify, hold harmless, defend, and exonerate the City and its employees, officers, agents, assigns, contractors and subcontractors from all damages, liabilities, claims, injuries, and demands for liability rising out of the work related to this application and Program.

Owner: Print Name_____ Sign_____ Date_____

FOR OFFICIAL USE ONLY:

Approved ☐ Rejected ☐ Funds Available ☐ Yes ☐ No Waiting List ☐ Yes ☐ No

Application Reviewed By _____ Date_____

CITY OF SUNRISE
Community Development - Engineering Division
1601 NW 136 Ave., Bldg. A Sunrise, FL 33323 P: 954.746.3270 F: 954.746.3287

CITY OF SUNRISE RESIDENTIAL LANDSCAPE BEAUTIFICATION PROGRAM

RIGHT OF ENTRY AND HOLD HARMLESS AGREEMENT

I/We _____, am/are the owner(s) of the property commonly identified as_____ (street address), Sunrise, Florida, located in Broward County, Florida, (the "Property").

I/We do grant and give freely and without coercion, the right of access and entry to the City of Sunrise ("City"), its employees, officers, agents, assigns, contractors, and subcontractors, for the purpose of installing up to two (2) trees within the front yard and the portion of a side yard adjacent to street right-of-way for properties located on a corner lot, in accordance with City standards and the Residential Landscape Beautification Program.

I/We acknowledge and agree to have a source of water available from the front of the Property and to remove any barriers in conflict with the installation and maintenance of the trees.

I/We have requested that the City install trees on the Property and understand that by requesting that the City install such trees the City will waive the requirement of a landscaping permit.

I/We fully understood and agree that neither the installation of such trees nor this Right of Entry and Hold Harmless Agreement creates any obligation on the part of the City to perform ongoing or future maintenance of the trees and that once installed the trees shall become the private property of the owner.

The undersigned, for and in consideration of the benefits received by entry into the Residential Landscape Beautification Program, hereby releases, indemnifies and holds harmless, the City, its employees, officers, agents, assigns, contractors, and subcontractors, for damages of any type, whatsoever, including but not limited to, damage of sod, fences, landscaping, trees, landscape lighting, and/or sprinkler systems located on the Property or swale, the Property itself, and/or persons situated on the Property on account of the activities of the foregoing persons and entities, whether caused by negligence or omission of the foregoing persons and entities, and releases, discharges and waives any action, either legal or equitable, that might arise out of any activities on the Property.

For the consideration and purpose set forth in this Agreement, I/We set forth my/our hands this _____day of _____, 20___.

_____ Owner Signature

_____ Owner Name - Print

_____ Owner Signature

_____ Owner Name - Print

State of Florida, County of Broward

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____ by

Personally Known ____ *OR* Produced identification ____

Type of Identification Produced: _____

Notary Signature_____

My Commission Expires:

Notary Name_____

BID NO: BID 24-76-08-CM
BID TITLE: Residential Landscape Beautification Program
OPENING DATE: February 7, 2025
TIME: 2:00 PM

COMPANY NAME	GRAND TOTAL BASE BID	GRAND TOTAL BID ALTERNATES	GRAND TOTAL (BASE BID + BID ALTERNATES)
The GreenShape Company LLC*	$20,805.00	$1,482.00	$22,287.00
E-Commerce Florida LLC*	$19,845.00	$4,110.00	$23,955.00
Landscape Service Professionals LLC	$30,350.00	$4,725.00	$35,075.00
General Mow, LLC dba Groundkeepers	$48,600.00	$7,200.00	$55,800.00
Bella Fiore Landscaping LLC	$61,875.00	$9,120.00	$70,995.00
Arango Bill Board & Construction Co LLC	$92,260.00	$17,982.00	$110,242.00

Key:
* = Non-Responsive

Detail by Entity Name

Foreign Limited Liability Company
LANDSCAPE SERVICE PROFESSIONALS LLC

Filing Information

Document Number	M22000018104
FEI/EIN Number	92-1304607
Date Filed	12/06/2022
State	DE
Status	ACTIVE

Principal Address

12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Mailing Address

12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Registered Agent Name & Address

Kurtiyakova, Tatiana
12276 SAN JOSE BLVD
STE 747
JACKSONVILLE, FL 32223-8675

Name Changed: 08/30/2023

Address Changed: 08/30/2023

Authorized Person(s) Detail

Name & Address

Title Manager

FLORIDA ULS OPERATING LLC
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title President

Blandford, Bob
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title Treasurer

Lamb, Jason
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title Authorized Representative

Kurtiyakova, Tatiana
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title COO

Leach, David Raymond, Jr.
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Title Authorized Representative

Bullard, Melissa
12276 SAN JOSE BLVD STE 747
JACKSONVILLE, FL 32223-8675

Annual Reports

Report Year	Filed Date
2024	02/06/2024
2024	05/09/2024
2025	02/13/2025

Document Images

02/13/2025 -- ANNUAL REPORT	View image in PDF format
05/09/2024 -- AMENDED ANNUAL REPORT	View image in PDF format
02/06/2024 -- ANNUAL REPORT	View image in PDF format

11/14/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
08/30/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
05/01/2023 -- ANNUAL REPORT	View image in PDF format
12/06/2022 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Agreement

Item Number: 4D **Meeting Date:** 6/10/2025

City Reference Number (C#): C25135

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Second Amendment to Project Agreement for Security Improvements between the City of Sunrise and Hillers Electrical Engineering, Inc." for Security Improvements throughout various City Parks; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25135

Second Amendment
First Amendment
Project Agreement

Background:

This Security Improvements project is included in the Five-Year Capital Improvement Plan and is part of the City's enhanced security implementation plan throughout the parks, recreation, and leisure services facilities. Leisure Services has prioritized a first group of parks and facilities for enhanced security improvements to include Veterans Park, Sunrise Tennis Club, The Bridges at Springtree Golf Club, Piper Field, and the west side of the Civic Center. Each site was to be evaluated to address any security concerns that may include a CCTV system, emergency call stations, and access control.

On June 14, 2022 the City Commission approved a Project Agreement with Hillers Electrical Engineering, Inc (Hillers) for field evaluation, design plan preparation, bidding assistance, and limited construction administration services. Each site is unique and required minor electrical modifications and coordination with Leisure Services. The security camera system is a continuation of the current system that is accessible by both Leisure Services and Police Department.

On June 12, 2024, the Director of Utilities approved the First Amendment to the Project Agreement to include additional services in revising the drawing for Veterans Park to accommodate the conduits installed during the park construction.

The original term of the Project Agreement was set to expire on June 28, 2024. During the design and bidding services phases, the City and the Consultant required additional time to coordinate activities with other concurrent projects at the Civic Center, Sunrise Tennis Club, and Veterans Park. Subsequently, the City Manager issued a 365-day extension through June 28, 2025.

On December 10, 2024, the City Commission approved contract C 24-73-06-MS with MBR Construction for the construction of this project. Construction is currently underway and the project is expected to be completed prior to the end of 2026, thus requiring an Amendment to the Project Agreement for time extension.

The Second Amendment proposes to extend the Project Agreement through December 31, 2026, to allow sufficient time for Hillers to provide construction administration services and to properly close out the project. Hillers is not requesting any additional remuneration for this time extension.

Staff recommends approval of the Second Amendment to the Project Agreement with Hillers, extending the term of the Project Agreement through December 31, 2026.

Department Head Recommendation:

Approval

Person With Additional Information:
Name: Olesya A. Sanders, Project Manager Phone: 954-888-6022

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 "SECOND AMENDMENT TO PROJECT AGREEMENT FOR SECURITY IMPROVEMENTS BETWEEN THE CITY OF SUNRISE AND HILLERS ELECTRICAL ENGINEERING, INC." FOR SECURITY IMPROVEMENTS THROUGHOUT VARIOUS CITY PARKS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2022, the City of Sunrise entered into a Project Agreement with Hillers Electrical Engineering, Inc. (Hillers) for security enhancements throughout various City parks and facilities; and

WHEREAS, in 2024, the parties entered into a First Amendment to the Project Agreement to revise design drawings for Veteran's Park; and

WHEREAS, in 2024, the City Manager extended the Project Agreement for 1 year to June 28, 2025; and

WHEREAS, the parties wish to further amend the Project Agreement to extend the term through December 31, 2026 to allow Hillers to provide construction administration services and to properly close out the project.

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

Section 1. A "Second Amendment to Project Agreement for Security Improvements between the City of Sunrise and Hillers Electrical Engineering, Inc." (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. 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

Second Amendment To

Project Agreement for Security Improvements

Between

THE CITY OF SUNRISE

And

Hillers Electrical Engineering, Inc.

This Second Amendment to Project Agreement ("Second Amendment") dated June 28, 2022, between the City of Sunrise, a municipal corporation (hereinafter referred to as "City") and Hillers Electrical Engineering, Inc. (Consultant").

WHEREAS, on October 1, 2020, Continuing Services Agreement (CSA) was approved by Resolution No. 20-74-20-A and entered into between the City of Sunrise and Hillers Electrical Engineering, Inc. for professional engineering services; and

WHEREAS, on June 14, 2022, Project Agreement ("Project Agreement") was approved by Resolution No. 20-74-22-A and entered into between the City of Sunrise and Hillers Electrical Engineering, Inc. for professional engineering services for the Security Improvements to 5 specific locations: Veteran's Memorial Park, Piper Field, The Bridges at Springtree Golf Club, City of Sunrise Civic Center and City of Sunrise Tennis Club, as authorized under the Project Agreement; and

WHEREAS, on June 12, 2024, First Amendment to Project Agreement dated June 28, 2022, was entered into between the City of Sunrise and Hillers Electrical Engineering, Inc. for professional engineering services for the Security Improvements project to revise design drawings for Veteran's Park.

WHEREAS, on June 14, 2024 the City Manager extended the Project Agreement for 1 year (365 days), expiring on June 28, 2025, and the parties wish to extend the Project Agreement through December 31, 2026. During this time period the Consultant will assist the City with Construction Management Services per the executed project agreement at no additional cost.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 7.1 of the Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

6.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for a period of two (2) years from the date of execution hereof,~~ through December 31, 2026, unless otherwise terminated pursuant to Section 7.1 or 7.2, 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 (1)~~

~~one-year term.~~ No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

3. Exhibit "2" Project Schedule is deleted in its entirety and replaced with the Exhibit "2" Project Schedule which is attached to this Second Amendment and incorporated herein.

4. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement, the terms of this Second Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

5. 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 Amendment.

6. Effective Date. This Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

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 Hillers Electrical Engineering, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2025.

AUTHENTICATION:

_____
Felicia Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT
Hillers Electrical Engineering, Inc.

By: _____
Mark Luther, P.E., Senior Vice President

_____ day of _____, 2025

AUTHENTICATE:

_____

_____

(CORPORATE SEAL)

WITNESSES:

_____

Exhibit 2
"PROJECT SCHEDULE"

Engineering Services	*Completion Date from Notice to Proceed (Calendar Days)*
Task 1.6.1 – Prepare/Submit Draft Design Documents	90
Task 1.6.2 – Draft Design Review Meeting	104
Task 1.6.3 – Prepare/Submit Final Design Documents	194
Task 1.6.4 – Final Document Review Meeting	224
Task 1.6.5 – Prepare/Submit Permit Documents	277
Task 1.6.6 – Respond to Building Department Comments and Prepare Bid Documents	597
Task 1.6.7 - Bidding Assistance	828
Task 1.6.8 - Construction Phase Services	1578

First Amendment To

Project Agreement for Security Improvements

Between

THE CITY OF SUNRISE

And

Hillers Electrical Engineering, Inc.

This First Amendment is to Project Agreement for Security Improvements ("First Amendment") dated June 28, 2022, between the City of Sunrise, a Florida municipal corporation (City) and Hillers Electrical Engineering, Inc. (Consultant).

WHEREAS, on October 1, 2020 the City and Hillers Electrical Engineering, Inc. entered into a Continuing Services Agreement for professional engineering services; and

WHEREAS, Project Agreement ("Project Agreement") was entered into between the City of Sunrise and Hillers Electrical Engineering, Inc. for professional engineering services for the Security Improvements to 5 specific locations: Veteran's Memorial Park, Piper Field, The Bridges at Springtree Golf Club, City of Sunrise Civic Center and City of Sunrise Tennis Club, as authorized under the Project Agreement; and

WHEREAS, the CONSULTANT has progressed its services to approximately 100% completion of design phase of the project and during the completion of this phase, the Utilities Department personnel have identified that additional services should be performed as a result of findings during this progression that would provide a benefit to the City by revising drawings to accommodate conduit installation at Veteran's Park; and

WHEREAS, the CONSULTANT prepared the additional services as requested by the Utilities Department personnel; 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 First Amendment.

2. Section 4.1 of the Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

   4.1 The City shall compensate the Consultant for an amount not to exceed **$74,745.28** ~~$72,642.88~~ based on services rendered pursuant to Sections 2.3.1 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating

the estimated percentage of work for each of the phases set forth in Section 4.2.

3. Section 4.2 of the Project Agreement is hereby amended to add the language in underscore and to remove the language in ~~strikethrough~~ as follows:

Task	Fee	%
Task 1.6.1 Prepare/Submit Draft Design Documents	$27,532.80	37~~38~~%
Task 1.6.2 Draft Design Review Meeting	$599.04	1%
Task 1.6.3 Prepare/Submit Final Design Documents	$17,856.00	24~~25~~%
Task 1.6.4 Final Document Review Meeting	$599.04	1%
~~Task 1.6.5 Prepare/Submit Permit Documents~~	~~$5,431.68~~	~~8%~~
Task 1.6.5 Prepare/Submit Permit Documents	$7,534.08	10%
Task 1.6.6 Respond to Building Department Comments and Prepare Bid Documents	$6,024.96	8%
Task 1.6.7 Bidding Assistance	$4,959.36	7%
Task 1.6.8 Construction Phase Services	$8,640.00	12%
~~SUBTOTAL~~	~~$71,642.88~~	~~100%~~
SUBTOTAL	$73,745.28	100%
~~**TOTAL with Reimbursables**~~	~~**$72,642.88**~~	
TOTAL with Reimbursables	**$74,745.28**	

4. New Section 12 of the Project Agreement is hereby added:

SECTION 12 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

12.1 Consultant 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. Consultant represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

5. New Section 13 of the Project Agreement is hereby added:

SECTION 13 ANTITRUST VIOLATIONS

13.1 The Consultant 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 into this First Amendment, Consultant certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Project Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended

6. New Section 14 of the Project Agreement is hereby added:

SECTION 14 SCRUTINIZED COMPANY

14.1 Pursuant to Section 287.135, Florida Statutes, Consultant 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, Florida Statutes, in the event the Contract is for one million dollars or more, Consultant 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 Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

14.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant 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.

7. **Exhibit "1" Scope of Services** is hereby revised and replaced with Exhibit "1" Scope of Services which is attached to this First Amendment and incorporated herein.

8. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement, the terms of this First Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

9. 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 Amendment.

10. Effective Date. This Amendment shall be effective when it is fully executed by both parties.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hillers Electrical Engineering, Inc. by and through its President duly authorized to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
Rodrigo de Castro, P.E.
Director of Utilities
12th Day of June, 2024

CONSULTANT
Hillers Electrical Engineering, Inc.

By: _____
Mark Luther, P.E.
Senior Vice President

5 Day of MARCH, 2024

AUTHENTICATE:

_____
Jacki Yasin
Administrative Manager

(CORPORATE SEAL)

WITNESSES:

_____

EXHIBIT "1"

SCOPE OF SERVICES

The City has identified five (5) recreational facilities that require deployment of video surveillance and/or access control and emergency notification systems to enhance public safety and security. This project will design the implementation of these systems specific to each facility. The Consultant will assist the City during the design, permitting, bidding and construction phases of the project.

The Consultant will perform the following:

1.1. Design for the addition of video surveillance cameras, card reader access stations, call boxes, Code Blue Emergency Notification Stations, magnetic control locks, fiber optic cables, low voltage power conductors and raceways, network video recorders, network switches and network equipment racks to the following City facilities:

1.1.1. Veterans Memorial Park

1.1.2. Piper Field

1.1.3. The Bridges at Springtree Golf Club

1.1.4. City of Sunrise Civic Center

1.1.5. City of Sunrise Tennis Club

1.2. Assist the City in modifying project specifications to standardize on a particular product such as cameras, network switches, equipment racks.

1.3. Perform electrical design for:

1.3.1. Veterans Memorial Park: Design the deployment of new security cameras throughout the park facility; Design deployment of new fiber optic cables/Cat 6E POE cables/120V power cables and raceways from the restroom building to camera sites around the park; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack, fiber optic patch panel and 120V rack power; Design the deployment of pole mounted and surface mounted video surveillance cameras and a license plate recording camera at the main park entrance. Existing raceways may be reused if practicable.

1.3.2. Piper Field: Design the deployment of new security cameras mounted on the restroom building; design deployment of new Cat 6E POE cables and raceways from the restroom building storage room to camera locations mounted on the restroom building; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack and 120V rack power.

1.3.3. The Bridges at Springtree Golf Club:

1.3.3.1. Clubhouse: Design the deployment of surface mounted video surveillance cameras in the pro-shop, dining room, exterior covered terrace facing the course, and the loggia area of the porte-cochere; Design deployment of new fiber optic cables/Cat 6E POE cables/120V power cables and raceways from camera locations to existing electrical room in clubhouse; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack and 120V power to rack in the clubhouse electrical room.

1.3.3.2. Cart Barn: Design the deployment of surface mounted video surveillance cameras in the cart storage area, north entrance, and west entrance; Design deployment of new fiber optic cables/120V power cables and raceways from camera locations to existing electrical room in clubhouse. Cameras will use fiber optic strands in a cable, routed in an existing raceway from the Cart Barn to the Clubhouse electrical room; 120V power is available from existing circuit breaker panelboards in the Cart Barn.

1.3.3.3. Clubhouse Parking Area: Design the deployment of pole mounted video surveillance cameras at strategic locations in the parking area and a license plate camera at the main gate entrance; Design deployment of fiber optic cables/120V power cables and raceways from the Clubhouse electrical room to camera sites around the parking area.

1.3.3.4. Golf Course Maintenance Shed: Design the deployment of one video surveillance camera on the east side of the building exterior; Design fiber optic cable, routed from the camera in new raceway to the electrical panel area in the Maintenance Shed, then through existing underground raceway to the Clubhouse Electrical Room; Design 120V power from an existing circuit breaker panelboard in the Maintenance Shed to the camera.

1.3.3.5. Golf Course: Design the deployment of up to three (3) Code Blue Emergency Notification Stations; two (2) of the stations are to be located in the general area of the Clubhouse and Maintenance Shed and power for the stations (2) may come from the Clubhouse or the Maintenance Shed as appropriate; one (1) station is to be located where NW 84th Street bisects the course. Possible power for the station may come from Wellhouse No.1 service the Springtree WTP Raw Water Wells, or a new FPL service arranged for by the City. Communications for the Code Blue Emergency Notification Stations are assumed to be cellular as there are no nearby means for telephone connectivity.

1.3.4. City of Sunrise Civic Center:

1.3.4.1. Design the deployment of surface mounted video surveillance cameras in the Rotunda, three ballrooms, north ballroom entrance hallway, north-south storage corridor, hallway outside of the kitchen area, loading dock exterior, loading dock hallway, south access corridor, ticket lobby, concessions area; Design deployment of new fiber optic cables/Cat 6E POE cables/120V power cables and raceways from camera locations to existing network; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack and 120V power to rack in the network room.

1.3.5. City of Sunrise Tennis Center:

1.3.5.1. Design the deployment of new pole mounted and surface mounted security cameras throughout the Tennis Center facility, and license plate recording camera at the main park entrance; Design deployment of new fiber optic cables/Cat 6E POE cables/120V power cables and raceways from Clubhouse Building and/or former Ticket Booth Building to camera sites around the center; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack, fiber optic patch panel and 120V rack power in the Clubhouse storage closet; Design the deployment of access control systems (control panel, card reader, magnetic door lock, wire and raceway) at selected entry gates to the Tennis Center property. Design the deployment of up to two (2) Code Blue Emergency Notification Stations; one (1) at the Pro-Shop and one (1) at the Pool Restroom Facility. Design 120V power and telephone communications wiring and raceway to power and connect communications to activate the Code Blue Station. Existing raceways may be reused if practicable.

1.4. Assumptions:

1.4.1. The City will provide all relevant available as-built drawings and all relevant available drawings in AutoCAD for Consultant use in preparing the design documents.

1.4.2. No design of fire alarm, lighting, telephone, enterprise communications networks or building automation systems are included in this Project Agreement.

1.4.3. There is sufficient power and branch circuits available, for connectivity, at each facility location. No significant impacts to facility power distribution systems are anticipated. No addition of surge protective devices will be required on the existing power distribution systems.

1.4.4. Civil, architectural, structural, environmental, or HVAC related design is not included in this Project Agreement.

1.4.5. No short circuit, device coordination or arc flash studies are included in this Project Agreement.

1.4.6. The City will furnish available specifications, vendor data sheets and other equipment data specific to the video surveillance, networking, access control, emergency notification and any other related system component for consultant use in preparing project specifications.

1.4.7. Perform coordination with equipment vendors for proper design elements.

1.5. Anticipated drawings:

1.5.1. Common Drawings:

1.5.1.1. Electrical Legend and General Notes – 1 sheet

1.5.1.2. Details – 3 sheets

1.5.2. Veterans Memorial Park:

1.5.2.1. Cover Page – 1 sheet

1.5.2.2. Electrical Site Plan – 1 sheet

1.5.2.3. Enlarged Plan - Restroom Building – 1 sheet

1.5.2.4. Riser Diagrams – 1 sheet

1.5.2.5. Schedules – 1 sheet

1.5.3. Piper Field:

1.5.3.1. Cover Page – 1 sheet

1.5.3.2. Electrical Site Plan – 1 sheet

1.5.3.3. Enlarged Plans – Restroom Building & Maintenance Building – 1 sheet

1.5.3.4. Riser Diagrams – 1 sheet

1.5.3.5. Schedules – 1 sheet

1.5.4. The Bridges at Springtree Golf Club:

1.5.4.1. Cover Page – 1 sheet

1.5.4.2. Electrical Site Plans – 5 sheets

1.5.4.3. Enlarged Clubhouse Plan – 1 sheet

1.5.4.4. Enlarged Cart Building Plan – 1 sheet

1.5.4.5. Enlarged Maintenance Shed Plan – 1 sheet

1.5.4.6. Wellhouse No.1 Plan – 1 sheet

1.5.4.7. Riser Diagrams – 2 sheets

1.5.4.8. Schedules – 2 sheets

1.5.5. City of Sunrise Civic Center

1.5.5.1. Cover Page – 1 sheet

1.5.5.2. Enlarged Rotunda Plan – 1 sheet

1.5.5.3. Enlarged Civic Center Plans – 2 sheets

1.5.5.4. Riser Diagrams – 1 sheet

1.5.5.5. Schedules – 1 sheet

1.5.6. City of Sunrise Tennis Center:

1.5.6.1. Cover Page – 1 sheet

1.5.6.2. Electrical Site Plan – 3 sheets

1.5.6.3. Enlarged Clubhouse Plan – 1 sheet

1.5.6.4. Enlarged Ticket Booth Building Plan – 1 sheet

1.5.6.5. Riser Diagrams – 1 sheet

1.5.6.6. Schedules – 1 sheet

1.6. The work under this Project Agreement shall include the following specific tasks:

1.6.1. Prepare draft design documents; perform site inspections at each facility to determine as-existing conditions. Prepare drawings and specifications for each facility site; it is anticipated that each site will be submitted to the City of Sunrise CDD and Building Department as separate permit packages. It is also anticipated that the project will be bid as one contractor solicitation. Submit draft design documents for review and comment by City Staff.

1.6.2. Attend Draft Document Review Meeting with City within fourteen (14) days after submittal of draft design documents to receive comments and discuss the project with City Staff.

1.6.3. Incorporate comments from the draft design review meeting and prepare final documents for review by City Staff. Develop final design construction cost estimate.

1.6.4. Attend Final Document Review Meeting with City within fourteen (14) days after submittal of final design documents to receive comments and discuss the project with City Staff.

1.6.5. Incorporate comments from Final Document Review Meeting and prepare permit document sets for submission to the City Building Department.

1.6.6. Assist the City with responding to Building Department review comments and incorporate all comments into final bid drawings and specifications.

1.6.7. Assist the City with Bid Phase services: Attend Pre-bid meeting; answer contractor questions during bidding; prepare addenda; and review bids.

1.6.8. Assist the City with Construction phase services:

1.6.8.1. Review shop drawings (twenty (20) hours are included for shop drawing reviews and re-reviews).

1.6.8.2. Respond to Contractor Questions (twenty (20) hours are included for responding to contractor questions).

1.6.8.3. Perform one (1) specialty inspection per site (total of five (5)) and prepare one (1) site visit report per specialty inspection.

1.6.8.4. Perform one (1) substantial completion inspection per site (total of five (5)) and generate one (1) substantial completion punch list per site.

1.6.8.5. Perform one (1) final inspection per site (total of five (5).

2. DELIVERABLES

2.1. Submit draft design documents.

2.2. Submit Draft Design Document Review Meeting minutes

2.3. Submit final design documents and engineer's opinion of probable construction cost estimate.

2.4. Submit Final Design Documents Review Meeting minutes

2.5. Submit permit set signed and sealed documents for submission to City CDD and Building Department for permit review.

2.6. Submit bid documents for contractor solicitation.

2.7. Bidding question responses (as needed)

2.8. Bidding addenda (as needed)

2.9. Bid recommendation letter.

2.10. Shop drawing review comments.

2.11. Contractor question responses.

2.12. Specialty inspection reports (total of five (5)).

2.13. Substantial completion inspection punch lists (total of five (5)).

2.14. Final inspection reports (total of five (5)).

Scope of Additional Services:

The City has a current construction project underway at Veterans Memorial Park and desires to engage the construction contractor to install underground raceways designed under the Security Improvements Project under the current construction contract. The City has directed HEE to prepare a site conduit plan for the current construction contractor and to modify completed Veterans Memorial Park Security Improvements Project design documents to identify these raceways as existing. The contractor solicited under the Security Improvements Project will complete all remaining aspects of construction for Veterans Memorial Park Security Improvements. HEE will prepare one (1) site plan design drawing depicting the requirements for in-ground raceway installation and will modify one (1) ready-to-advertise site drawing in the Veterans Memorial Park design package to reflect the installed raceways. HEE will submit the Veterans Memorial Park Site Conduit Plan drawing by February 16th 2024. HEE will submit the revised Veterans Memorial Park Security Improvements Project Site Plan drawing by February 23rd 2024.

Fee breakdown schedule:

City of Sunrise - Veterans Memorial Park Site Conduit Plan
HILLERS ELECTRICAL ENGINEERING, INC.
Scope Fee Breakdown-Design Phase Services
2/08/2024

Rate	$213.12	$155.52	$144.00	$144.00	$126.72	$115.20	$66.24		
	Project Manager	Professional Engineer	Programmer	Lead Engineer	CAD	Construction Coordinator	Administrative	Total	TOTAL
PHASE OF WORK	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	TASK COST
Design Phase (Lump Sum)									
Produce Veterans Park Raceway Design Drawings		4			4			8	$1,128.96
Modify Current Veterans Park Raceway Design		3			4			7	$973.44
Total Hours		7			8			15	
Total Design Services Fee		$1,088.64			$1,013.76				**$2,102.40**

Our proposed lump sum design services fee is: $2,102.40

CITY CLERK
CITY OF SUNRISE
2022 JUN 29 AM 10:13

SUNRISE, FLORIDA

RESOLUTION NO. 20-74-22-A

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HILLERS ELECTRICAL ENGINEERING, INC. FOR SECURITY IMPROVEMENTS;" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as part of the General Obligation Bond for park improvements, security enhancements were included in many of the new and expanded park facilities; and

WHEREAS, this Project Agreement was developed with Hillers Electrical Engineering, Inc. to implement the first phase of the necessary security enhancements throughout the City's parks; and

WHEREAS, Hillers Electrical Engineering Services was selected based on its reasonable proposal for the services related to the project and because it is capable of performing the services based on their experience and availability.

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

Section 1. A "Project Agreement between the City of Sunrise and Hillers Electrical Engineering, Inc. for Security Improvements" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made 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 this Project Agreement in accordance with the terms of the approved Project Agreement. The Director of Utilities shall provide the City Clerk a copy of any such extension.

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

PASSED AND ADOPTED this 14th DAY of June, 2022.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

CITY OF SUNRISE · FLORIDA · CORPORATE SEAL 1961 MUNICIPAL CORPORATION

MOTION: KERCH
SECOND: DOUGLAS

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

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
2022 JUN 29 AM 10: 14

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HILLERS ELECTRICAL ENGINEERING, INC.

For

SECURITY IMPROVEMENTS

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (City) and Hillers Electrical Engineering, Inc. (Consultant) for Professional Services – Electrical Engineering Services (Continuing Services Agreement), dated October 1, 2020, this Project 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 October 1, 2020, 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 SERVICES

2.3.1 Design phase and construction phase services for the addition of video surveillance cameras, card reader access stations, call boxes, Code Blue Emergency Notification Stations, magnetic control locks, fiber optic cables, low voltage power conductors and raceways, network video recorders, network switches and network equipment racks to

City facilities: Veterans Memorial Park, Piper Field, The Bridges at Springtree Golf Club, City of Sunrise Civic Center, and the City of Sunrise Tennis Club.

2.4 ADDITIONAL SERVICES

The following services of the Consultant are not included in Section 2.3.1, 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.

2.4.1 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.

2.4.2 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.

2.4.3 Preparing drawings 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.

2.4.4 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.

2.4.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.5 SERVICE SCHEDULE

2.5.1 The Consultant shall perform its services expeditiously. 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 the Project is suspended for more than thirty (30) days, the Consultant shall also suspend 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 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.

2.5.2 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.

2.5.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages without any proof of the actual damage resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular phase of services as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the phase completion date, plus approved time extension, until completion of the phase:

Milestone 1: Task 1.6.1 – Prepare/Submit Draft Design Documents $100/day
Milestone 2: Task 1.6.5 – Prepare/Submit Permit Documents $100/day

2.5.3 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.

2.6 PERSONNEL

2.6.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Mark Luther, PE	Project Manager
Brandon Haas, PE	Professional Design Engineer
Randy Chamness	Lead Designer
William (Billy) Calcutti	Designer/Construction Inspections
Jose Diaz	Designer/Construction Inspections
Daniel Urquijo	Designer
Thein Niang	Designer

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.

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 BASIS OF COMPENSATION

4.1 The City shall compensate the Consultant for an amount not to exceed **$72,642.88** based on services rendered pursuant to Sections 2.3.1 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 4.2. Billings for each phase shall not exceed the amount allocated to each phase. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.

4.2 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	Fee	% of Fee
Task 1.6.1 Prepare/Submit Draft Design Documents	$27,532.80	38%
Task 1.6.2 Draft Design Review Meeting	$599.04	1%
Task 1.6.3 Prepare/Submit Final Design Documents	$17,856.00	25%

Task 1.6.4 Final Document Review Meeting	$599.04	1%
Task 1.6.5 Prepare/Submit Permit Documents	$5,431.68	8%
Task 1.6.6 Respond to Building Department Comments and Prepare Bid Documents	$6,024.96	8%
Task 1.6.7 Bidding Assistance	$4,959.36	7%
Task 1.6.8 Construction Phase Services	$8,640.00	12%
SUBTOTAL	$71,642.88	100%
TOTAL with Reimbursables	**$72,642.88**	

4.3 Additional services of the Consultant as described in Section 2.4, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement

4.4 Reimbursable Expenses as defined in Section 5 shall be reimbursed to the Consultant by the City as provided in Section 5.

4.5 If the scope of the Consultant's services is changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 5 BILLING AND PAYMENTS TO CONSULTANT

5.1 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.

5.2 REIMBURSABLE EXPENSES

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

Not to exceed $1,000.00 without prior written authorization by the City.

5.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinance 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 6 TERM

6.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two (2) years from the date of execution hereof, unless otherwise terminated pursuant to Section 7.1 or 7.2, or other applicable sections of this Project Agreement. The City's City Manager, in their sole discretion, may extend the term of this Agreement through written notification to the

Consultant. Such extension shall not exceed one (1) one-year term. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 7 TERMINATION

7.1 TERMINATION FOR CAUSE

7.1.1 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.

7.2 TERMINATION FOR CONVENIENCE

7.2.1 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.

7.2.2 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:

7.2.2.1 Anticipated profits or fees to be earned on completed portions of the work.

7.2.2.2 Consequential damages.

7.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement.

7.2.2.4 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

7.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

7.2.2.6 Damage or loss caused by delay.

7.3 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 8 SEVERABILITY

8.1 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 9 E-VERIFY – EMPLOYMENT ELIGIBILTY

9.1 Consultant warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Consultant has: (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 Consultant's subcontractors performing the duties and obligations of this Project Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

9.2 Consultant 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. Consultant 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 Project Agreement which requires a longer retention period.

9.3 City shall terminate this Project Agreement if it has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Consultant's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Consultant to terminate its contract with the subcontractor and Consultant shall immediately terminate its contract with the subcontractor.

9.4 If City terminates this Project Agreement pursuant to the subsection 9.3 above, Consultant shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Project Agreement was terminated. In the event of such Project Agreement termination, Consultant shall also be liable for any additional costs incurred by City as a result of the termination.

SECTION 10 FOREIGN GIFT AND CONTRACTS

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.

SECTION 11 CONTRACT PROVISIONS FOR CITY OF SUNRISE CONTRACTS UNDER FEDERAL AWARDS

Pursuant to 2 CFR Appendix II to Part 200—Contract provisions for Non-Federal Entity Contracts under Federal Awards, Consultant must comply with the following provisions:

Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. Neither Consultant nor its subcontractors contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Sunrise shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such Agreement or any other Federal contract with the same prime Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower

tier subcontractor with the clause set forth in paragraphs (1) through (4) of this section."

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.

(2) The Consultant agrees to report each violation to the City of Sunrise and understands and agrees that the City of Sunrise will, in turn, report each violation as required to assure notification to the City of Sunrise, Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Department of the Treasury.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the City of Sunrise and understands and agrees that the City of Sunrise will, in turn, report each violation as required to assure notification to the City of Sunrise, Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by Department of the Treasury.

Suspension and Debarment

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City of Sunrise. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (the Department of Treasury serving as recipient and City of Sunrise), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of this Agreement. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
Consultant who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000) The Consultant certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The Consultant, Hillers Electrical Engineering, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official:

_____

Name and Title of Consultant's Authorized Official:

_____

Date:

_____

Access to Records. The following access to records requirements apply to this Agreement:

(1) The Consultant agrees to provide City of Sunrise, the Department of the Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Consultant agrees to provide the Department of the Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

Compliance with Federal Law, Regulations, and Executive Orders

Consultant agrees to comply with the requirements of sections 602 and 603 of the Social Security Act, regulations adopted by Treasury pursuant to sections 602(f) and 603 (f) of the Social Security Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders. This is a requirement pursuant to 9 (b)(iv) of the funding agreement.

Assurance of Compliance with Civil Rights Requirements

The Consultant shall comply with the following assurances of Compliance:

Ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the

benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). City of Sunrise understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. City of Sunrise understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the City of Sunrise's programs, services, and activities.

City of Sunrise agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities.

Acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant, City of Sunrise and City of Sunrise's successors, transferees and assignees for the period in which such assistance is provided.

The Consultant and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Agreement.

Program Fraud and False or Fraudulent Statements or Related Acts

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.

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 Hillers Electrical Engineering, Inc. by and through its President the duly authorized officer to execute same.

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
28 Day of JUNE, 2022

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT
Hillers Electrical Engineering, Inc.

By: _____
Paul Hillers, P.E.
President

26th Day of May, 2022

AUTHENTICATE:

_____
Jacki Yasin
Administrative Assistant

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

The City has identified five (5) recreational facilities that require deployment of video surveillance and/or access control and emergency notification systems to enhance public safety and security. This project will design the implementation of these systems specific to each facility. The Consultant will assist the City during the design, permitting, bidding and construction phases of the project.

The Consultant will perform the following:

1.1. Design for the addition of video surveillance cameras, card reader access stations, call boxes, Code Blue Emergency Notification Stations, magnetic control locks, fiber optic cables, low voltage power conductors and raceways, network video recorders, network switches and network equipment racks to the following City facilities:

1.1.1. Veterans Memorial Park

1.1.2. Piper Field

1.1.3. The Bridges at Springtree Golf Club

1.1.4. City of Sunrise Civic Center

1.1.5. City of Sunrise Tennis Club

1.2. Assist the City in modifying project specifications to standardize on a particular product such as cameras, network switches, equipment racks.

1.3. Perform electrical design for:

1.3.1. Veterans Memorial Park: Design the deployment of new security cameras throughout the park facility; Design deployment of new fiber optic cables/Cat 6E POE cables/120V power cables and raceways from the restroom building to camera sites around the park; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack, fiber optic patch panel and 120V rack power; Design the deployment of pole mounted and surface mounted video surveillance cameras and a license plate recording camera at the main park entrance. Existing raceways may be reused if practicable.

1.3.2. Piper Field: Design the deployment of new security cameras mounted on the restroom building; design deployment of new Cat 6E POE cables and raceways from the restroom building storage room to camera locations mounted on the restroom building; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack and 120V rack power.

1.3.3. The Bridges at Springtree Golf Club:

1.3.3.1. Clubhouse: Design the deployment of surface mounted video surveillance cameras in the pro-shop, dining room, exterior covered terrace facing the course, and the loggia area of the porte-cochere; Design deployment of new fiber optic cables/Cat 6E POE

cables/120V power cables and raceways from camera locations to existing electrical room in clubhouse; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack and 120V power to rack in the clubhouse electrical room.

1.3.3.2. Cart Barn: Design the deployment of surface mounted video surveillance cameras in the cart storage area, north entrance, and west entrance; Design deployment of new fiber optic cables/120V power cables and raceways from camera locations to existing electrical room in clubhouse. Cameras will use fiber optic strands in a cable, routed in an existing raceway from the Cart Barn to the Clubhouse electrical room; 120V power is available from existing circuit breaker panelboards in the Cart Barn.

1.3.3.3. Clubhouse Parking Area: Design the deployment of pole mounted video surveillance cameras at strategic locations in the parking area and a license plate camera at the main gate entrance; Design deployment of fiber optic cables/120V power cables and raceways from the Clubhouse electrical room to camera sites around the parking area.

1.3.3.4. Golf Course Maintenance Shed: Design the deployment of one video surveillance camera on the east side of the building exterior; Design fiber optic cable, routed from the camera in new raceway to the electrical panel area in the Maintenance Shed, then through existing underground raceway to the Clubhouse Electrical Room; Design 120V power from an existing circuit breaker panelboard in the Maintenance Shed to the camera.

1.3.3.5. Golf Course: Design the deployment of up to three (3) Code Blue Emergency Notification Stations; two (2) of the stations are to be located in the general area of the Clubhouse and Maintenance Shed and power for the stations (2) may come from the Clubhouse or the Maintenance Shed as appropriate; one (1) station is to be located where NW 84th Street bisects the course. Possible power for the station may come from Wellhouse No.1 service the Springtree WTP Raw Water Wells, or a new FPL service arranged for by the City. Communications for the Code Blue Emergency Notification Stations are assumed to be cellular as there are no nearby means for telephone connectivity.

1.3.4. City of Sunrise Civic Center:

1.3.4.1. Design the deployment of surface mounted video surveillance cameras in the Rotunda, three ballrooms, north ballroom entrance hallway, north-south storage corridor, hallway outside of the kitchen area, loading dock exterior, loading dock hallway, south access corridor, ticket lobby, concessions area; Design deployment of new fiber optic cables/Cat 6E POE cables/120V power cables and raceways from camera locations to existing network; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack and 120V power to rack in the network room.

1.3.5. City of Sunrise Tennis Center:

1.3.5.1. Design the deployment of new pole mounted and surface mounted security cameras throughout the Tennis Center facility, and license plate recording camera at the main park entrance; Design deployment of new fiber optic cables/Cat 6E POE cables/120V power cables and raceways from Clubhouse Building and/or former Ticket Booth Building to camera sites around the center; Design deployment of rack mounted network video recorder, Ethernet switch, uninterrupted power supply, network rack, fiber optic patch panel and 120V rack power in the Clubhouse storage closet; Design the deployment of access control systems (control panel, card reader, magnetic door lock, wire and raceway) at selected entry gates to the Tennis Center property. Design the

deployment of up to two (2) Code Blue Emergency Notification Stations; one (1) at the Pro-Shop and one (1) at the Pool Restroom Facility. Design 120V power and telephone communications wiring and raceway to power and connect communications to activate the Code Blue Station. Existing raceways may be reused if practicable.

1.4. Assumptions:

1.4.1. The City will provide all relevant available as-built drawings and all relevant available drawings in AutoCAD for Consultant use in preparing the design documents.

1.4.2. No design of fire alarm, lighting, telephone, enterprise communications networks or building automation systems are included in this Project Agreement.

1.4.3. There is sufficient power and branch circuits available, for connectivity, at each facility location. No significant impacts to facility power distribution systems are anticipated. No addition of surge protective devices will be required on the existing power distribution systems.

1.4.4. Civil, architectural, structural, environmental, or HVAC related design is not included in this Project Agreement.

1.4.5. No short circuit, device coordination or arc flash studies are included in this Project Agreement.

1.4.6. The City will furnish available specifications, vendor data sheets and other equipment data specific to the video surveillance, networking, access control, emergency notification and any other related system component for consultant use in preparing project specifications.

1.4.7. Perform coordination with equipment vendors for proper design elements.

1.5. Anticipated drawings:

1.5.1. Common Drawings:

1.5.1.1. Electrical Legend and General Notes – 1 sheet

1.5.1.2. Details – 3 sheets

1.5.2. Veterans Memorial Park:

1.5.2.1. Cover Page – 1 sheet

1.5.2.2. Electrical Site Plan – 1 sheet

1.5.2.3. Enlarged Plan - Restroom Building – 1 sheet

1.5.2.4. Riser Diagrams – 1 sheet

1.5.2.5. Schedules – 1 sheet

1.5.3. Piper Field:

1.5.3.1. Cover Page – 1 sheet

1.5.3.2. Electrical Site Plan – 1 sheet

1.5.3.3. Enlarged Plans – Restroom Building & Maintenance Building – 1 sheet

1.5.3.4. Riser Diagrams – 1 sheet

1.5.3.5. Schedules – 1 sheet

1.5.4. The Bridges at Springtree Golf Club:

1.5.4.1. Cover Page – 1 sheet

1.5.4.2. Electrical Site Plans – 5 sheets

1.5.4.3. Enlarged Clubhouse Plan – 1 sheet

1.5.4.4. Enlarged Cart Building Plan – 1 sheet

1.5.4.5. Enlarged Maintenance Shed Plan – 1 sheet

1.5.4.6. Wellhouse No.1 Plan – 1 sheet

1.5.4.7. Riser Diagrams – 2 sheets

1.5.4.8. Schedules – 2 sheets

1.5.5. City of Sunrise Civic Center

1.5.5.1. Cover Page – 1 sheet

1.5.5.2. Enlarged Rotunda Plan – 1 sheet

1.5.5.3. Enlarged Civic Center Plans – 2 sheets

1.5.5.4. Riser Diagrams – 1 sheet

1.5.5.5. Schedules – 1 sheet

1.5.6. City of Sunrise Tennis Center:

1.5.6.1. Cover Page – 1 sheet

1.5.6.2. Electrical Site Plan – 3 sheets

1.5.6.3. Enlarged Clubhouse Plan – 1 sheet

1.5.6.4. Enlarged Ticket Booth Building Plan – 1 sheet

1.5.6.5. Riser Diagrams – 1 sheet

1.5.6.6. Schedules – 1 sheet

1.6. The work under this Project Agreement shall include the following specific tasks:

1.6.1. Prepare draft design documents; perform site inspections at each facility to determine

as-existing conditions. Prepare drawings and specifications for each facility site; it is anticipated that each site will be submitted to the City of Sunrise CDD and Building Department as separate permit packages. It is also anticipated that the project will be bid as one contractor solicitation. Submit draft design documents for review and comment by City Staff.

1.6.2. Attend Draft Document Review Meeting with City within fourteen (14) days after submittal of draft design documents to receive comments and discuss the project with City Staff.

1.6.3. Incorporate comments from the draft design review meeting and prepare final documents for review by City Staff. Develop final design construction cost estimate.

1.6.4. Attend Final Document Review Meeting with City within fourteen (14) days after submittal of final design documents to receive comments and discuss the project with City Staff.

1.6.5. Incorporate comments from Final Document Review Meeting and prepare permit document sets for submission to the City Building Department.

1.6.6. Assist the City with responding to Building Department review comments and incorporate all comments into final bid drawings and specifications.

1.6.7. Assist the City with Bid Phase services: Attend Pre-bid meeting; answer contractor questions during bidding; prepare addenda; and review bids.

1.6.8. Assist the City with Construction phase services:

1.6.8.1. Review shop drawings (twenty (20) hours are included for shop drawing reviews and re-reviews).

1.6.8.2. Respond to Contractor Questions (twenty (20) hours are included for responding to contractor questions).

1.6.8.3. Perform one (1) specialty inspection per site (total of five (5)) and prepare one (1) site visit report per specialty inspection.

1.6.8.4. Perform one (1) substantial completion inspection per site (total of five (5)) and generate one (1) substantial completion punch list per site.

1.6.8.5. Perform one (1) final inspection per site (total of five (5).

2. DELIVERABLES

2.1. Submit draft design documents.

2.2. Submit Draft Design Document Review Meeting minutes

2.3. Submit final design documents and engineer's opinion of probable construction cost estimate.

2.4. Submit Final Design Documents Review Meeting minutes

2.5. Submit permit set signed and sealed documents for submission to City CDD and Building Department for permit review.

2.6. Submit bid documents for contractor solicitation.

2.7. Bidding question responses (as needed)

2.8. Bidding addenda (as needed)

2.9. Bid recommendation letter.

2.10. Shop drawing review comments.

2.11. Contractor question responses.

2.12. Specialty inspection reports (total of five (5)).

2.13. Substantial completion inspection punch lists (total of five (5)).

2.14. Final inspection reports (total of five (5)).

EXHIBIT "2"

PROJECT SCHEDULE

The completion dates for this work will be as follows (starting from CONSULTANT'S receipt of Notice-to-Proceed).

Engineering Services	*Completion Date from Notice to Proceed (Calendar Days)*
Task 1.6.1 – Prepare/Submit Draft Design Documents	90
Task 1.6.2 – Draft Design Review Meeting	104
Task 1.6.3 – Prepare/Submit Final Design Documents	164
Task 1.6.4 – Final Document Review Meeting	178
Task 1.6.5 – Prepare/Submit Permit Documents	199
Task 1.6.6 – Respond to Building Department Comments and Prepare Bid Documents	Completion dependent upon City's CDD and Building Department review schedule and process. Unknowable currently.
Task 1.6.7 - Bidding Assistance	Completion dependent upon City's bidding schedule and process. Unknowable currently.
Task 1.6.8 - Construction Phase Services	Completion dependent upon contractor's construction schedule. Unknowable currently.

AGENDA ITEM REQUEST

Originating Department: Utilities

Item Title: Amendment

Item Number: 4E **Meeting Date:** 6/10/2025

City Reference Number (C#): C25134

Item Description:

A Resolution of the City of Sunrise, Florida, approving a "Fifth Amendment to Standard Project Agreement No. 18-011-KS between the City of Sunrise and KCI Technologies, Inc." for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area Project; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Resolution - C25134

Fifth Amendment to Project Agreement
Fourth Amendment to Project Agreement
Third Amendment to Project Agreement
Second Amendment to Project Agreement
First Amendment to Project Agreement
Project Agreement PA 18-011-KS

Background:

As part of the ongoing evolution of the Western Sunrise area, there is a need to plan and develop for various Transit Oriented Design (TOD) infrastructure improvements such as bicycle lanes, pedestrian improvements, public transportation enhancements, striping, signage, signalization, traffic calming, lighting improvements, and landscape renovations.

On May 9th, 2017 the City entered into a Continuing Services Agreement with KCI Technologies, Inc., (formerly known as "Keith and Schnars, P.A.") to oversee ongoing planning and development of work associated with the TOD. The first phase of this project consisted in developing a Master Plan for the area bounded by Sunrise Boulevard on the south, Flamingo Road on the east, and NW 136th Avenue on the west and north. From this master plan, future improvements will be proposed, and future projects may be developed based on the recommendations coming from this TOD Master Plan.

On June 12, 2018 the City Commission approved Project Agreement No. 18-011-KS with KCI Technologies, Inc. for Professional Engineering Services for the West Sunrise Transit Oriented Design Masterplan for the Sawgrass Mills Mall Area Project. On June 17, 2020 the First Amendment to Project Agreement was executed by the Director of Utilities to modify the scope of work to include specific engineering infrastructure improvements instead of planning-level concepts. On May 24, 2022, the Second Amendment to PA 18-011-KS was approved by the City Commission to extend the terms of the agreement until June 17, 2024. On August 15, 2022, the Third Amendment to PA 18-011-KS was executed by the City Manager to account for additional efforts exerted by the Consultant beyond their control. On June 11, 2024, the City Commission approved the Fourth Amendment to Project Agreement to extend the terms of the agreement for one (1) additional year through June 17, 2025. The Fourth Amendment also included statutorily required language updates.

Since the execution of the Fourth Amendment, the Consultant addressed the comments provided by the City staff on the draft Master Plan, and the draft Master Plan was shared with the stakeholders.

The Project Agreement term is scheduled to expire on June 17, 2025, therefore, City Commission action is required to extend the term of this agreement for one (1) additional year through June 17, 2026. This additional time will allow stakeholders to review the draft Master Plan and provide comments to the Consultant to prepare a final draft and coordinate a presentation to the City Commission. The Fifth Amendment does not include any additional remuneration for the consultant to complete the project.

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 "FIFTH AMENDMENT TO STANDARD PROJECT AGREEMENT NO. 18-011-KS BETWEEN THE CITY OF SUNRISE AND KCI TECHNOLOGIES, INC." FOR THE WEST SUNRISE TRANSIT ORIENTED DESIGN (TOD) MASTERPLAN FOR THE SAWGRASS MILLS MALL AREA PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2018, via Resolution No. PA-16-139-18-A, the City Commission approved Standard Project Agreement No. 18-011-KS (Project Agreement) with Keith and Schnars, P.A., now known as KCI Technologies, Inc., for professional engineering services for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area Project; and

WHEREAS, in 2020, the parties entered into a First Amendment to the Project Agreement to revise the Scope of Services; and

WHEREAS, in 2022, the parties entered into a Second Amendment to the Project Agreement to extend the term to June 17, 2024; and

WHEREAS, in 2022, the parties entered into a Third Amendment to the Project Agreement to further revise the Scope of Services and the payment terms; and

WHEREAS, in 2024, the parties entered into a Fourth Amendment to the Project Agreement to extend the term of the Agreement through June 17, 2025 and to revise required statutory terms; and

WHEREAS, the parties wish to enter into a Fifth Amendment to the Project Agreement to extend the term to June 17, 2026 to provide for the additional time required to prepare a final draft of the Master Plan and to coordinate a presentation to the City Commission.

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

Section 1. The "Fifth Amendment to Standard Project Agreement No. 18-011-KS between the City of Sunrise and KCI Technologies, Inc." (Fifth Amendment) is hereby approved. A copy of the Fifth Amendment is attached hereto and made a part of this Resolution as Exhibit A.

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

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:

_____
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

Fifth Amendment To
Standard Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Fifth Amendment is to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and Keith and Schnars, P.A. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement on June 26, 2020, which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY provided the first one-year extension to the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY provided the second one-year extension to the Project Agreement through June 17, 2022; and

WHEREAS, via the authority of the City Commission, the CITY renewed the Project Agreement through June 17, 2024 via the Second Amendment which was approved by Resolution No. 16-139-22-A on May 24, 2022; and

WHEREAS, via the authority of the City Manager, the parties entered into a Third Amendment on August 15, 2022 to revise the Project Fees of the Project Agreement to account for delays beyond the control of the Consultant; and

WHEREAS, via the authority of the City Commission, the CITY renewed the

Project Agreement through June 17, 2025 via the Fourth Amendment which was approved by Resolution No. 16-139-24-A on June 11, 2024; and

WHEREAS, the parties wish to extend the Project Agreement until June 17, 2026.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 7.1 of the Standard Project Agreement is hereby amended as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and until June 17, ~~2025~~ 2026, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Conflicting Terms. In the event the terms of this Fifth Amendment conflict with those of the Standard Agreement or its amendments, the terms of this Fifth Amendment shall govern. All other terms of the Standard Project Agreement and its amendments shall remain and continue in full force and effect.

4. Captions. The captions of this Fifth 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 Fifth Amendment.

5. Effective Date. This Fifth Amendment shall be effective when it is fully executed by both parties.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth 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 KCI TECHNOLOGIES, INC. by and through its Vice President or President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

Approved as to form for the CITY:

By: _____
Thomas P. Moss
City Attorney

AUTHENTICATION:

(SEAL)

_____
Felicia M. Bravo, City Clerk

City's Initial_____ Consultant's Initial _____

CONSULTANT
KCI TECHNOLOGIES, INC.

By:_____
Name
Title

Date:_____

AUTHENTICATE:

_____
Corporate Officer

_____
Please type name of Corporate Officer

(CORPORATE SEAL)

WITNESSES:

_____

_____

City's Initial_____ Consultant's Initial _____

CITY CLERK
CITY OF SUNRISE
2024 JUN 12 AM 10:42

Fourth Amendment To
Standard Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Fourth Amendment is to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and Keith and Schnars, P.A. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement on June 26, 2020, which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY provided the first one-year extension to the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY provided the second one-year extension to the Project Agreement through June 17, 2022; and

WHEREAS, via the authority of the City Commission, the CITY renewed the Project Agreement through June 17, 2024 via the Second Amendment which was approved by Resolution No. 16-139-22-A on May 24, 2022; and

WHEREAS, via the authority of the City Manager, the parties entered into a Third Amendment on August 15, 2022 to revise the Project Fees of the Project Agreement to account for delays beyond the control of the Consultant; and

WHEREAS, the parties wish to extend the Project Agreement until June 17, 2025

and add/amend required statutory terms.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 7.1 of the Standard Agreement is hereby amended as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and until June 17, ~~2024~~ 2025, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Section 19.2 and 19.3 of the Standard Agreement is hereby amended as follows:

19.2 Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, CONSULTANT 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 ~~Petroleum Energy Sector~~ List created pursuant to Section 215.473, Florida Statutes; and CONSULTANT further certifies that it is not engaged in business operations in Cuba or Syria.

19.3 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Contract if CONSULTANT 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~~ has been placed on the Scrutinized Companies with Activities in the Iran ~~Petroleum Energy Sector~~ List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

4. Sections 20 and 21 are hereby added to the Project Agreement to read as follows:

SECTION 20. Prohibited Telecommunications Equipment

20.1 CONSULTANT 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

City's Initial FP Consultant's Initial

through 52.204-26. CONSULTANT 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 Project Agreement.

SECTION 21. ANTITRUST VIOLATIONS

21.1 The CONSULTANT 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 Project Agreement, CONSULTANT certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Project Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Project Agreement, at the option of the CITY consistent with Section 287.137, Fla. Stat. as amended.

5. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the Standard Agreement or its amendments, the terms of this Fourth Amendment shall govern. All other terms of the Standard Agreement and its amendments shall remain and continue in full force and effect.

6. 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 Second Amendment.

7. Effective Date. This Fourth Amendment shall be effective when it is fully executed by both parties.

[INTENTIONALLY LEFT BLANK]

City's Initial FP

Consultant's Initial

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 KCI TECHNOLOGIES, INC. by and through its Vice President or President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

11 day of JUNE, 2024

Approved as to form for the CITY:

By: _____
Thomas P. Moss
City Attorney

AUTHENTICATION:

_____
~~Felicia M. Bravo~~, City Clerk
Meryl Girard, Deputy

(SEAL)

CITY OF SUNRISE FLORIDA
CORPORATE SEAL 1961
A MUNICIPAL CORPORATION

City's Initial FP

Consultant's Initial _____

CONSULTANT
KCI TECHNOLOGIES, INC.

By: _____
Name: Bruce Reed
Title: VP, Regional Practice Leader

Date: 05/23/24

AUTHENTICATE:

_____
Corporate Officer

Christine Koski, SVP - CFO
Please type name of Corporate Officer



(CORPORATE SEAL)

WITNESSES:

_____

_____

City's Initial FP

Consultant's Initial _____

Third Amendment To
Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Third Amendment is to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and Keith and Schnars, P.A. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY renewed the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY renewed the Project Agreement through June 17, 2022; and

WHEREAS, via the authority of the City Commission, the CITY renewed the Project Agreement through June 17, 2024 via the Second Amendment which was approved by Resolution No. 16-139-22-A.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Standard Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: ~~$215,605.00~~ $236,795.00

3. Section 5.2 of the Standard Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

TASK	DESCRIPTION	FEE	%
1	Project Initiation	$9,475.00	4.00%
2	Existing Conditions and Opportunities Analysis	$41,230.00	~~17.43%~~ 17.41%
3	Community Engagement Process	~~$40,600.00~~ $61,790.00	~~18.83~~ 26.09%
4	Conceptual Master Plan	$120,300	~~50.84%~~ 50.80%
5	Presentation of Final Conceptual Master Plan to City Commission	$4,000	1.70%
	TOTAL	**~~$215,605.00~~ $236,795.00**	**100.00%**

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

5. Conflicting Terms. In the event the terms of this Third Amendment conflict with those of the Standard Agreement or its amendments, the terms of this Third Amendment shall govern. All other terms of the Standard Agreement and its amendments shall remain and continue in full force and effect.

6. Captions. The captions of this Third 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.

7. Effective Date. This Third Amendment shall be effective when it is fully executed by both parties.

8. Key Consultant Personnel

NAME	**FUNCTION**
Bruce Reed, RLA	Regional Practice Leader
Mark Kline, PE	Project Engineer

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 Mayor, attested to by its City Clerk, duly authorized to execute same and by Kimley-Horn and Associates, Inc. by and through its President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

SFD 8/15/22

By: _____
Mark Lubelski
15 day of August, 2022

JMW 6/20/22

CONSULTANT
KCI TECHNOLOGIES, INC.

By: _____
Name BRUCE REED
Title REGIONAL PRACTICE LEADER

Date: 06/13/22

AUTHENTICATE:

_____
Corporate Officer

Christine Koski VP-CFO
Please type name of Corporate Officer

KCI TECHNOLOGIES, INC. CORPORATE SEAL 1988 DELAWARE

(CORPORATE SEAL)

WITNESSES:

_____

_____

Exhibit A

SCOPE OF SERVICES

West Sunrise Transit Oriented Design Masterplan for the Sawgrass Mills Mall Area

Third Amendment's Purpose

Whereas the project has had several delays requiring additional CONSULTANT project management and staff coordination efforts beyond the CONSULTANT controls. The Stakeholder Meetings were scheduled for August of 2020. Efforts include additional team meetings with CITY staff, schedule updates, internal staff coordination and preparation updates. This Third Amendment is developed with the anticipated Stakeholder meetings to take place in August 2022.

The Third Amendment increases CONSULTANT's Lump Sum Fee for Task 3: Stakeholder Meetings & Follow-Up Meeting fee by $21,190.00 and shows the corresponding increase in the TOTAL LUMP SUM Fee. No other changes have been made to the verbiage of Exhibit A or its deliverables.

Exhibit A SCOPE OF SERVICES is amended as follows:

* * *

CONSULTANT'S Lump Sum Fee for Task 3 ..... ~~$40,600.00~~ $61,790.00

* * *

TOTAL LUMP SUM FEE ..... ~~$215,605.00~~ $236,795.00

Sunrise TOD Amendment 2 - Community Engagement Process Postponement Second Amendment to the Standard Project Agreement No. 18-011-KS

Task #	Task Title	Date:05/12/22 Officer		Director		Assitant Director		Senior Project Engineer		Project Manager		Senior Associate		Associate 2		Associate 1		Administrative Assistant		Sub Totals	
		Hours	Rate																		
			$ 300.00		$ 200.00		$ 175.00		$ 155.00		$ 132.00		$ 125.00		$ 100.00		$ 85.00		$ 65.00		
		0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00
3	**Community Engagenent Process**																				
3	Stakeholder Meeting Rescheduling Coordination (3)	0	$ -	9	$ 1,800.00		$ -	3	$ 465.00	3	$ 396.00	3	$ 375.00	3	$ 300.00		$ -		$ -	21	$ 3,336.00
3	Additional Team Meetings - Status follow-ups, restarts, new City PM, resubmittal of information, recommendation of updates	4	$ 1,200.00	12	$ 2,400.00		$ -	4	$ 620.00	2	$ 264.00		$ -		$ -		$ -		$ -	22	$ 4,484.00
3	Internal Staff Coordination	2	$ 600.00	2	$ 400.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4	$ 1,000.00
3	Data Re-Familiarize / Presentation Adjustments		$ -	12	$ 2,400.00		$ -	8	$ 1,240.00	28	$ 3,696.00	12	$ 1,500.00	12	$ 1,200.00	12	$ 1,020.00		$ -	84	$ 11,056.00
3	Reestablish Stakeholder Contacts		$ -		$ 2.00		$ -		$ -	6	$ 792.00		$ -		$ -		$ -	8	$ 520.00	14	$ 1,314.00
	Community Engagenent Process Total	**6**	**$1,800.00**	**35**	**$7,002.00**	**0**	**$0.00**	**15**	**$2,325.00**	**39**	**$5,148.00**	**15**	**$1,875.00**	**15**	**$1,500.00**	**12**	**$1,020.00**	**8**	**$520.00**	**145**	**$21,190.00**

CITY CLERK
CITY OF SUNRISE
2022 MAY 25 AM 11:02

Second Amendment To
Standard Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This Second Amendment to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (CITY) and KCI TECHNOLOGIES, INC. (CONSULTANT).

WHEREAS, the City Commission approved Continuing Services Agreement No. C 17-13-03-HR between the CITY and Keith and Schnars, P.A. by Resolution No. 16-139-17-A; and

WHEREAS, Standard Project Agreement (Project Agreement) for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, was entered into between the City of Sunrise and KCI Technologies, Inc. as authorized under Resolution No. 16-139-18-A; and

WHEREAS, in 2019, Keith and Schnars, P.A. was acquired by and became a division of KCI Technologies, Inc and the parties entered into a tri-party Assignment and Assumption Agreement which was approved by the City Commission via Resolution No. 16-139-20-A; and

WHEREAS, by its June 9, 2020 letter, the CITY renewed the Project Agreement through June 17, 2021; and

WHEREAS, via the authority of the Director of Utilities, the parties entered into a First Amendment on June 17, 2020 to revise the Scope of Services of the Project Agreement to allow for the creation of an Infrastructure Improvements Master Plan within the project area; and

WHEREAS, by its May 20, 2021 letter, the CITY renewed the Project Agreement through June 17, 2022; and

WHEREAS, the parties wish to extend the Project Agreement until June 17, 2024.

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

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 7.1 of the Project Agreement is hereby amended as follows:

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect ~~for a period of two (2) years from the date of execution hereof,~~ until June 17, 2024, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. ~~The CITY's Utility Director may extend the term of this Project Agreement through written notification to the CONSULTANT.~~ No further

extensions of this Project Agreement shall be effective unless authorized by City Commission action.

3. Sections 15-19 of the Project Agreement are hereby added to read as follows:

SECTION 15. E-VERIFY - EMPLOYMENT ELIGIBILITY

15.1 CONSULTANT warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. CONSULTANT has: (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 CONSULTANT's subcontractors performing the duties and obligations of this Project Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

15.2 CONSULTANT 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. CONSULTANT 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 Project Agreement which requires a longer retention period.

15.3 CITY shall terminate this Project Agreement if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONSULTANT's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, CITY shall notify CONSULTANT to terminate its contract with the subcontractor and CONSULTANT shall immediately terminate its contract with the subcontractor.

15.4 If CITY terminates this Project Agreement pursuant to the subsection 15.3 above, CONSULTANT shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this Project Agreement was terminated. In the event of such Project Agreement termination, CONSULTANT shall also be liable for any additional costs incurred by CITY as a result of the termination.

SECTION 16. FOREIGN GIFTS AND CONTRACTS

16.1 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 Project Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Project Agreement.

SECTION 17. DISCRIMINATORY VENDOR LIST

17.1 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 Project Agreement, CONSULTANT certifies that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

SECTION 18. PUBLIC ENTITY CRIMES

18.1 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 Project Agreement, CONSULTANT certifies that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 19. SCRUTINIZED COMPANY

19.1 Pursuant to Section 287.135, Florida Statutes, CONSULTANT 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.

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

19.3 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Contract if CONSULTANT 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 Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

4. Conflicting Terms. In the event the terms of this Second Amendment conflict with those of the Project Agreement or the First Amendment, the terms of this Second Amendment shall govern. All other terms of the Project Agreement shall remain and continue in full force and effect.

underscored text are additions
~~strikethrough~~ text are deletions

City's Initial FP

Consultant's Initial

5. Captions. The captions of this Second 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.

6. Effective Date. This Second Amendment shall be effective when it has been fully executed by both parties.

[INTENTIONALLY LEFT BLANK]

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 KCI TECHNOLOGIES, INC. by and through its Vice President or President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
24 day of May, 2022

Approved as to form for the CITY:

By: _____
Kimberly A. Kisslan
City Attorney

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

underscored text are additions
~~strikethrough~~ text are deletions

City's Initial FP

Consultant's Initial _____

CONSULTANT
KCI TECHNOLOGIES, INC.

By: _____
Name BRUCE REED
Title REGIONAL PRACTICE LEADER

Date: 05/12/22

AUTHENTICATE:

_____
Corporate Officer

Christine Koski, VP-CFO
Please type name of Corporate Officer

KCI TECHNOLOGIES, INC. CORPORATE SEAL 1988 DELAWARE

(CORPORATE SEAL)

WITNESSES:

_____

_____

underscored text are additions
~~strikethrough~~ text are deletions

City's Initial FP

Consultant's Initial _____

First Amendment To
Project Agreement No. 18-011-KS
Between
THE CITY OF SUNRISE
And
KCI TECHNOLOGIES, INC.

This First Amendment to the Standard Project Agreement No. 18-011-KS dated June 17, 2018, between the CITY OF SUNRISE, a municipal corporation (hereinafter referred to as "CITY") and KCI TECHNOLOGIES, INC. ("CONSULTANT").

WHEREAS, a Standard Project Agreement ("Standard Agreement") for the West Sunrise Transit Oriented Design (TOD) Masterplan for the Sawgrass Mills Mall Area, as authorized under Resolution No. 16-139-18-A; and

WHEREAS, the parties wish to amend the Standard Agreement to revise the Scope of Services set forth on Exhibit A; **NOW THEREFORE**, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Amendment.

2. Section 5.1 of the Standard Agreement is hereby amended as follows:

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: ~~$216,075.00~~ $215,605.00

3. Section 5.2 of the Standard Agreement is hereby amended as follows:

5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

TASK	DESCRIPTION	FEE	%
1	Project Initiation	$9,475.00	4.39%
2	Existing Conditions and Opportunities Analysis	$41,230.00	~~19.08%~~ 19.12%
3	Community Engagement Process	~~$110,395.00~~ $40,600	~~51.09%~~ 18.83%
4	Conceptual Master Plan	~~$48,875.00~~ $120,300	~~22.62%~~ 55.80%
5	Presentation of Final Conceptual Master Plan to City Commission	~~$6,100.00~~ $4,000	~~2.82%~~ 1.86%
	TOTAL	**~~$216,075.00~~ $215,605.00**	**100.00%**

4. Exhibit "A" – Scope of Services in the Standard Agreement is hereby amended to include additional services as described in Exhibit "A" which is attached hereto and incorporated in this First Amendment.

5. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Standard Agreement, the terms of this First Amendment shall govern. All other terms of the Standard Agreement shall remain and continue in full force and effect.

6. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this First Amendment.

7. Effective Date. This First Amendment shall be effective when it is fully executed by both parties.

8. Key Consultant Personnel

NAME	FUNCTION
Bruce Reed, RLA	Regional Practice Leader
Heidi Siegel, AICP	Practice Leader
Mark Kline, PE	Project Engineer

CITY OF SUNRISE, FLORIDA

By: _____
Timothy A. Welch
Utilities Director

Date: 6/17/20

CONSULTANT
KCI TECHNOLOGIES, INC.

By: _____
Name Charles A. Phillips, Jr.
Title Senior Vice President
Date: 4/20/20

AUTHENTICATE:

_____
Corporate Officer

CHRISTOPHER J. GRIFFITH
Please type name of Corporate Officer

(CORPORATE SEAL)

WITNESSES:

_____

_____

Exhibit A

SCOPE OF SERVICES

West Sunrise Transit Oriented Design Masterplan for the Sawgrass Mills Mall Area

PROJECT GOALS

The fee of Project Agreement 18-011-KS is to be modified to allow for the creation of an Infrastructure Improvements Master Plan within the TOD area defined as the Sawgrass Mills Mall Area bounded by Flamingo Road on the east, Sunrise Boulevard on the south, and Panther Parkway on the north and west.

The Master Plan will focus on right-of-way improvements, stormwater improvements, and bicycle/pedestrian connectivity in conjunction with multi-agency public and private improvements.

Task 1: Project Initiation

The project initiation task shall consist of the following:

Project Kick-off and Coordination Meeting

The CONSULTANT will meet with the City's project management staff team to: discuss the project background, scope of work, and deliverables as well as identifying the key stakeholders within the project boundaries in an effort to prepare a Project Agreement for development of the Master Plan for the West Sunrise TOD Infrastructure Improvements project.

Data Assessment and Review

The CONSULTANT shall, in coordination with the CLIENT, prepare a list of data needs.

The CLIENT shall provide previous plans, studies, GIS files (study area boundary, zoning, parcel data, ROW's and parcel lines, etc.), socio-economic data, property, market, or other readily available data prepared by the CLIENT or public agencies; traffic count data, environmental site conditions, drainage, utilities, desired undergrounding of utilities, or other relevant data which defines constraints or opportunities for master planning (and which may affect cost); and a recent high-resolution color aerial photograph that includes at least .50 miles (1 km) outside of the study boundaries. NOTE: Google Earth photography is typically not acceptable as it often is not of good enough resolution and is accompanied by copyright restrictions.

The CONSULTANT is not responsible for generating original data through various studies (e.g. traffic studies) unless authorized as additional services.

The CONSULTANT shall identify any gaps in documentation during the data review process and develop a recommended action for CLIENT consideration to address the missing data and to address any associated effect this will have on the remainder of the study and/or final work products.

Information Format and Delivery:

Base information must be accurate and verifiable. Inaccuracies may require future master plan modifications as additional services. All information should be delivered electronically.

Format

Reports - delivered as PDF or Microsoft Office documents, clearly labelled.

Aerial Photography - delivered as image files in TIFF or mrSID or as part of a GIS database associated with Survey information. GIS databases must be compatible with ArcView 9 and require no additional plug-ins. The database should be sorted into relevant layer data, shapefiles and images, and organized in an ArcMap document.

Miscellaneous Documents - such as historic maps, studies and adjacent development plans delivered as PDF documents that may be printed and extracted as individual pages for multi-page documents.

Delivery

Electronic Delivery - Base information may be delivered electronically via FTP or other document sharing service. A list with document titles and descriptions should be provided and clearly labelled. Consultant shall provide a secure folder on our in-house FTP server that may be used to deliver base information. If an external document sharing service is used, it must allow for access via generic web browsers (i.e. not only Internet Explorer) and must allow for bulk downloading of documents (not one file at a time).

Physical Delivery - Base information may be compiled electronically and delivered on a CD, DVD or flash drive. A list with document titles and descriptions should be provided in print or electronic form.

~~Charrette Schedule~~ Stakeholder Meetings

The CONSULTANT shall develop a draft public engagement plan and ~~Charrette~~ stakeholder meetings schedule for the project.

Task 1 Deliverables:

- Data Needs List
- Draft Engagement Process and ~~Charrette~~ stakeholder meetings schedule to be discussed and confirmed with the City Staff

Consultant's Lump Sum Fee for Task 1 ..... $ 9,475.00

Task 2: Existing Conditions and Opportunities Analysis

The CONSULTANT shall collect and package data, photos, and other documentation of existing conditions consisting of an inventory of the existing urban form and design including building type and use, streetscape, pedestrian amenities, civic identity and wayfinding; existing infrastructure, transportation modal characteristics and facilities; and identification and pre-analysis of goals, problems, potential of the project. The TOD Area analysis will include:

- The results of the field reconnaissance of the project area and its immediate adjacencies.
- Challenges and opportunities based upon the field review.
- Review of previous plans and regulatory documents.
- Area base maps, including connectivity and transportation map provided by the CLIENT.
- Inventory and assessment of the existing storm water, water and sanitary sewer facilities, traffic, pedestrian, bicycle, transit and parking characteristics and facilities, lighting, signage, landscaping, land uses, open space and identification of overhead and underground utilities.

Task 2 Deliverables:

- Powerpoint Presentation of the TOD Area Existing Conditions & Opportunities Analysis.
- Digital file of the TOD Area Existing Conditions & Opportunities Analysis.

CONSULTANT'S Lump Sum Fee for Task 2 ..... $41,230.00

Task 3: ~~Community Engagement Process: The Design Charrette & Follow-Up Meetings~~ Stakeholder Meetings & Follow-Up Meeting

~~The CONSULTANT will facilitate a Community Engagement process to provide opportunities for the City staff, area residents and other stakeholders to better understand the issues and challenges facing this important regional retail hub in the suburban context of West Broward County, and to express their concerns and aspirations for the TOD area.~~

~~A 4-day **Design Charrette** will be the centerpiece of Community Engagement process and where the production of urban design ideas and a draft master plan will take place. The charrette will provide a public forum where meetings on various topics will happen over the span of a week to focus attention on the project and permit each sector of the community and its leadership to discuss the impact of the changes being contemplated to an area that is essentially the retail core of the City of Sunrise. Consensus building is facilitated in real time with short feedback loops and fast decision making. The charrette can accomplish the following goals:~~

- ~~All those influential to the project develop a vested interest in the design and the shared experience of the Charrette builds broad support for its vision;~~
- ~~The various design disciplines work in concert to produce a set of finished documents that address all aspects of design;~~
- ~~Inputs of all the players are collectively organized and discussed at one meeting, thereby eliminating the need for prolonged, sequential discussions that can delay conventional~~

planning projects and lose the momentum of constituents; and
- A better final product is created through the assimilation of many ideas in a dynamic, collaborative and cost-effective process.

The week will consist of the following public presentations:

- an opening day presentation of impressions from Day 1 of the Charrette and highlights from the Task 2 TOD Existing Conditions & Opportunities Analysis powerpoint;
- a mid-week progress session to show the design ideas that have come up in meetings and been illustrated graphically for discussion;
- a closing day presentation of the draft master plan.

Special Topic Meetings and Open Houses will take place throughout the week as the Consultant team proceeds with parallel design sessions. An entire day will be dedicated to discussions and studies that relate to the TOD area's largest private stakeholder, the Simon Property Group and their Sawgrass Mills outlet mall. The Team will be listening and receiving feedback from the community to test and illustrate the viability of ideas voiced throughout the week. The Charrette week will be followed by up to 2 subsequent meetings to permit 2 additional feedback loops to incorporate refinements.
The CLIENT shall:

- Be responsible for notifications and advertisement to the community in advance of the charrette.
- Make available a facility to the CONSULTANT in which to conduct the charrette.
- Coordinate location logistics, including identification and securing of the location, room set-up and break-down, refreshments and assuring CONSULTANT access to the location in advance and throughout the week of the Charrette.
- Assist Consultant with crafting a Charrette schedule to best suit City, area resident and stakeholder needs and to maximize participation by all constituents.

During the Charrette, the CONSULTANT shall prepare preliminary urban design ideas for review and discussion during subsequent Community Engagement meetings consisting of the following:

- Urban design alternatives
- Transportation Diagrams
- Street sections (4)
- Initial sketches of illustrations of architectural form, signage, gateway features, streetscapes, etc.
- Phasing Diagrams

- **Charrette Follow-Up Meeting 1**

CONSULTANT Team shall present an updated version of the preliminary urban design ideas from the Charrette as a Draft Master Plan Presentation to City staff that incorporates both staff and community feedback received following the Charrette, and in order to discuss additional

~~ideas and concerns.~~

- ~~**Charrette Follow-Up Meeting 2**~~

~~A 2nd follow-up session would be scheduled to present the refined Draft Master Plan Presentation in a more public setting to the community. This meeting could be used to showcase a more finalized master plan vision prior to the formal submittal to the City Commission.~~

The CONSULTANT will facilitate a series of stakeholder meetings (three consecutive days) to meet with key agencies, property owners, and stakeholders to gather input on current/future public and private investments that impact infrastructure including, but not limited to, roadways, right-of-way improvements, stormwater drainage, transit routes, traffic control measures, and multi-modal connectivity. While all improvements will be in the right-of-way, information on private investment will be sought to create harmonization between public and private improvements.

Stakeholder Meetings Debriefing CONSULTANT shall hold one-teleconference with City staff to de-brief and discuss the outcomes of the stakeholder meetings prior to the drafting of the Infrastructure Improvements Master Plan.

Task 3 Deliverables:

- Summary of stakeholder meetings outcomes
- Meeting Sign-in Sheets
- ~~Summary of Community Forum Responses~~
- ~~Meeting Sign-in Sheets.~~
- ~~Draft Master Plan Presentation in powerpoint~~
- ~~Digital file of the Preliminary Conceptual Master Plan that shall include:~~
  - ~~Preliminary/conceptual master plan~~
  - ~~Preliminary design guidelines assessment / key recommendations~~
  - ~~Illustrations of "before and after" conditions~~
  - ~~Street sections (4) o Signage guidelines o Streetscapes~~
  - ~~Preliminary Thoroughfare Standards and Street Sections, specifying street design within public rights-of way shown in the Regulating Plan~~
  - ~~Tools: Implementation & Phasing Strategies~~

CONSULTANT'S Lump Sum Fee for Task 3 ..... ~~$110,395.00~~ $40,600.00

Task 4: ~~Conceptual~~ Infrastructure Improvements Master Plan

~~Based upon the feedback received from the Community Engagement Process and other public input, a Draft Conceptual Master Plan document will be developed for presentation to the Client.~~

The Infrastructure Improvements Master Plan shall include the following components:

- A diagram depicting all existing, proposed, and opportunities for vehicular, pedestrian, and bicycle connectivity within the study area;

- Summary of all relevant public agency and private developer improvements in the study area;
- Typical sections recommending future intersection improvements (Sunrise Boulevard, NW 136 Street, Flamingo Road, Perimeter Road, and the nine mall spur roads);
- Preliminary written descriptions of stormwater and drainage improvements consistent with the City's most recent stormwater master plan;
- Analysis and recommendations for the addition of traffic control and traffic calming devices based on available county and state data. This does not include traffic modeling;
- Analysis of existing public transit and recommendations existing public transportation improvements within the study area to be incorporated into future city projects;
- Way finding signage recommendations;
- Streetscape improvement plan (plan-view) including potential drainage areas, hardscapes, row-of-way improvements, mobility improvements, landscape, and other associated infrastructure improvements (up to five: Sunrise Boulevard, NW 136 Street, Flamingo Road, Perimeter Road, and one spur road); and
- Color rendered drawings of proposed improvements based on above streetscapes; and
- Prioritization of infrastructure improvements and cost estimates of recommendations.

CONSULTANT shall present the Infrastructure Improvements Master Plan to City Staff based on feedback received during the stakeholder meetings. The Infrastructure Improvements Master Plan will include all components outlined in Task 4. The CONSULANT will solicit City staff feedback for finalization of the Infrastructure Improvements Master Plan.

The CONSULTANT shall provide a 60% Draft, and 100% draft of the Infrastructure Improvements Master Plan for one final comprehensive comment phase, prior final submittal.

Task 4 Deliverables:

- ~~Spiral Bound Copies of the Draft Conceptual Master Plan Document consisting of the following elements:~~
  - ~~Up to three (3) master plan options with associated density and infrastructure cost comparisons.~~
  - ~~Perspective Drawings, by hand (minimum of 5), rendered in color, showing typical thoroughfares, parks, greens, squares, and plazas, or other locations.~~
  - ~~Massing studies of the project area.~~
  - ~~Illustrative Detailed Plan, showing ideal build-out of a key portion of the project area.~~
  - ~~Illustrative Building Types, which may include a review of existing products for appropriateness to the site's intended character.~~
  - ~~Diagrams, that may include:~~
    - ~~existing conditions~~
    - ~~urban structure and development context~~
    - ~~civic buildings and civic spaces~~
    - ~~developable sites~~
    - ~~open space network~~
    - ~~vehicular network, pedestrian circulation and parking~~

~~▪ development phasing~~
~~▪ required and recommended retail frontage~~
~~▪ building height and function~~

~~o Conceptual Regulating Plan, showing land use, building type and density.~~
~~o Tools for Implementation – Preliminary Costing, Strategies, Schedule~~

~~▪ The Conceptual Master Plan document will be focused on pedestrian, bicycle, transit, road, and utility infrastructure in the TOD area, primarily addressing the following topics:~~
~~▪ Vehicular, pedestrian, and bicycle access from the major arterials on to nine entry roads into the mall.~~
~~▪ Vehicular, pedestrian, and bicycle access from the nine entry roads onto Perimeter Road.~~
~~▪ Vehicular, pedestrian, and bicycle circulation on Perimeter Road and into existing and future outparcel developments.~~
~~▪ Addition of traffic control and traffic calming devices.~~
~~▪ Public transportation into and around the mall including the potential development of an intermodal transportation hub.~~
~~▪ Streetscape improvements to the three major arterials, nine entry roads, and Perimeter Road including drainage, hardscapes, undergrounding of existing overhead utility lines, landscape, and irrigation.~~
~~▪ Improvements to way finding signage.~~

- 60% Draft Infrastructure Improvements Master Plan (pdf)
- 100% Draft Infrastructure Improvements Master Plan (pdf)
- Final Infrastructure Improvements Master Plan (pdf and five bound color copies)

CONSULTANT'S Lump Sum Fee for Task 4 ..... ~~$48,875.00~~ $120,300.00

Task 5: Presentation of Final Conceptual Master Plan to City Commission

~~Following the submission of the draft Master Plan document to Client, the Consultant team shall incorporate a final round of comments and produce the Final Conceptual Mater Plan document for~~ CONSULTANT shall prepare and present a power point presentation to the City Commission. The CLIENT is responsible for all noticing/advertising requirements.

Task 5 Deliverables:

- City Commission Meeting Presentation
- ~~Presentation Materials: Color 24" X 36" Presentation Boards (up to 12)~~
- ~~1 CD of all data analysis and findings, GIS shapefiles, excel files, presentations and final master~~

CONSULTANT'S Lump Sum Fee for Task 5 ..... ~~$6,100.00~~ $4,000.00

TOTAL LUMP SUM FEE ..... ~~$216,075.00~~ $215,605.00

CITY CLERK
CITY OF SUNRISE
18 JUN 18 AM 9:42

STANDARD PROJECT AGREEMENT

No. 18-011-KS

Between

THE CITY OF SUNRISE

And

KEITH AND SCHNARS, P.A.

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("CITY") and Keith and Schnars, P.A. ("CONSULTANT") for Professional Engineering Services for the West Sunrise Transit Oriented Design (TOD) Infrastructure Project (hereinafter referred to as "Continuing Services Agreement") dated May 9, 2017, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below which are identified as Item1 in Exhibit A "Project List" of the Continuing Services Agreement:

WEST SUNRISE TRANSIT ORIENTED DESIGN MASTERPLAN FOR THE SAWGRASS MILLS MALL AREA

This Project Agreement shall be effective on the date it is executed by the last party to execute it. The CITY and the CONSULTANT hereby agree as follows:

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 9, 2017, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Project 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 subcontractors required for the successful completion of the services as outlined in Exhibit A, Scope of Services. The CONSULTANT assumes full responsibility to the CITY for negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT in the performance of the Project Agreement.

2.2 Execution of this Project 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 SCHEMATIC DESIGN (NOT USED)

2.4 DESIGN DEVELOPMENT (NOT USED)

2.5 CONSTRUCTION DOCUMENTS (NOT USED)

2.6 ADMINISTRATION OF CONSTRUCTION (NOT USED)

2.7 ADDITIONAL SERVICES

The following services of the CONSULTANT are not included in Paragraphs 2.3 through 2.6, nor in Exhibit A, 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 Project 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 the 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 Utilities' Contractor or defects or deficiencies in the Work of the Utilities' Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall submit for the CITY's approval a schedule for the performance for the CONSULTANT's services which 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 this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract 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 "B". 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 (NOT USED)

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 time 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 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 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 paragraph 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 Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction

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 "A". The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Amendment to the Project 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 Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
John P. Krane, S. Mark Kline, C. Jake Ozyman	Director(s)
Fadi Nassar, Jose Rodriguez, Matt Neddeff	Senior Project Manager(s)
Harry Fulwood, Jonathan Geiger, Charles Newberry	Associate II(s)
Joi-Phyle Hallem	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 the Work, 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 Paragraphs 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the CONSULTANT's services and of the project.

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 (NOT USED)

4.1 NOT USED

SECTION 5 BASIS OF COMPENSATION

5.1 The CITY shall compensate the CONSULTANT for services rendered pursuant to Paragraphs 2.3 through 2.6 and Exhibit A, Scope of Services, of this Project Agreement by payment of the fixed sum of: $216,075.00.

5.2 Payment to the CONSULTANT of the sum set forth in paragraph 5.1 shall be allocated as follows:

TASK	DESCRIPTION	FEE	%
1	Project Initiation	$ 9,475.00	4.39%
2	Existing Conditions and Opportunities Analysis	$ 41,230.00	19.08%
3	Community Engagement Process	$ 110,395.00	51.09%
4	Conceptual Master Plan	$ 48,875.00	22.62%
5	Presentation of Final Conceptual Master Plan to City Commission	$ 6,100.00	2.82%
	TOTAL	$ 216,075.00	100.00%

5.3 Additional services of the CONSULTANT as described in Paragraph 2.7, if any, shall be compensated as follows:

SEE EXHIBIT "B" OF THE CONTINUING SERVICES AGREEMENT– FEE SCHEDULE

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 may be

equitably adjusted by written amendment to this Project Agreement, 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 Section 5 of this Project Agreement and EXHIBIT "E" of the Continuing Services Agreement.

6.2 REIMBURSABLE EXPENSES

6.2.1 Reimbursable Expenses shall mean: expenses incurred by the CONSULTANT and consultants in the interest of the Project.

6.2.1.1 Reasonable expenses of: survey, test-hole, long-distance communications; mileage reimbursement; 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. Cost for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of two (2) years from the date of execution hereof, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Project Agreement. The CITY's Utility Director may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed two (2) one-year terms. No further extensions of this Project Agreement shall be effective unless authorized by City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Project 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 services completed pursuant to the Project 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 services performed by the CONSULTANT. In no event shall the CITY pay for profit or overhead on services not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Project 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 Project 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 Paragraph 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 services which 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 performed in excess of reasonable quantitative requirements of this Project Agreement;

8.2.2.4 Expenses of CONSULTANT due to the failure of CONSULTANT or its subcontractors 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; or

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Project 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 Project 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 Project Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Project 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

Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 GOVERNING LAW

10.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 14 of the Continuing Services Agreement, should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation between the parties will be Broward County, Florida. Both Parties hereby agree to waive a jury trial in any action between them, and will proceed to a trial by judge if necessary.

SECTION 11 DISCRIMINATORY VENDOR LIST

11.1 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 Project Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

SECTION 12 PUBLIC ENTITY CRIMES

12.1 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 Project Agreement, CONSULTANT represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 13 SCRUTINIZED COMPANY

(Applicable to agreements over $1 million for goods or services)

13.1 Pursuant to Section 287.135, Florida Statutes, CONSULTANT certifies that it is not:

a. On the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel;

b. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

c. Engaged in business operations in Cuba or Syria.

13.2 Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Project Agreement if CONSULTANT:

a. Is found to have submitted a false certification as provided under subsection 287.135(5);

b. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;

c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

d. Has been engaged in business operations in Cuba or Syria.

SECTION 14 PUBLIC RECORDS

14.1 The CONSULTANT 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 CONSULTANT and the Project Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONSULTANT 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 the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of the Project Agreement and following completion of the Project Agreement if the CONSULTANT does not transfer the records to the CITY.

d. Upon completion of the Project Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Project Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Project Agreement, the CONSULTANT 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.

e. If the CONSULTANT fails to comply with the requirements in this Public Records Section, the CITY may enforce these provisions in accordance with the terms of this Project Agreement. If the CONSULTANT 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, THE CONSULTANT 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).

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Project 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 Keith and Schnars, P.A. by and through its _____ duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

17 day of June, 2018

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

CONSULTANT

KEITH AND SCHNARS, P.A.

By: Emil Kalayci CEO

6 day of June, 2018

AUTHENTICATE:

Name of Authenticating Agent

Secretary
Title

(CORPORATE SEAL)

WITNESSES:

KEITH& SCHNARS
ENGINEERS | PLANNERS | SURVEYORS

EXHIBIT A

SCOPE OF SERVICES

West Sunrise Transit Oriented Design Masterplan for the Sawgrass Mills Mall Area

PROJECT GOALS

- Master Planning of the TOD area defined as the Sawgrass Mills Mall Area bounded by Flamingo Road on the east, Sunrise Boulevard on the south, and Panther Parkway on the north and west.

Task 1: Project Initiation

The project initiation task shall consist of the following:

Project Kick-off and Coordination Meeting

The CONSULTANT will meet with the City's project management staff team to: discuss the project background, scope of work, and deliverables as well as identifying the key stakeholders within the project boundaries in an effort to prepare a Project Agreement for development of the Master Plan for the West Sunrise TOD Infrastructure Improvements project.

Data Assessment and Review

The CONSULTANT shall, in coordination with the CLIENT, prepare a list of data needs.

The CLIENT shall provide previous plans, studies, GIS files (study area boundary, zoning, parcel data, ROW's and parcel lines, etc.), socio-economic data, property, market, or other readily available data prepared by the CLIENT or public agencies; traffic count data, environmental site conditions, drainage, utilities, desired undergrounding of utilities, or other relevant data which defines constraints or opportunities for master planning (and which may affect cost); and a recent high-resolution color aerial photograph that includes at least .50 miles (1 km) outside of the study boundaries. NOTE: Google Earth photography is typically not acceptable as it often is not of good enough resolution and is accompanied by copyright restrictions.

The CONSULTANT is not responsible for generating original data through various studies (e.g. traffic studies) unless authorized as additional services.

The CONSULTANT shall identify any gaps in documentation during the data review process and develop a recommended action for CLIENT consideration to address the missing data and to address any associated effect this will have on the remainder of the study and/or final work products.

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: EK

KEITH& SCHNARS
ENGINEERS | PLANNERS | SURVEYORS

Information Format and Delivery:

Base information must be accurate and verifiable. Inaccuracies may require future master plan modifications as additional services. All information should be delivered electronically.

Format

Reports - delivered as PDF or Microsoft Office documents, clearly labelled.

Aerial Photography - delivered as image files in TIFF or mrSID or as part of a GIS database associated with Survey information. GIS databases must be compatible with ArcView 9 and require no additional plug-ins. The database should be sorted into relevant layer data, shapefiles and images, and organized in an ArcMap document.

Miscellaneous Documents - such as historic maps, studies and adjacent development plans delivered as PDF documents that may be printed and extracted as individual pages for multi-page documents.

Delivery

Electronic Delivery - Base information may be delivered electronically via FTP or other document sharing service. A list with document titles and descriptions should be provided and clearly labelled. Consultant shall provide a secure folder on our in-house FTP server that may be used to deliver base information. If an external document sharing service is used, it must allow for access via generic web browsers (i.e. not only Internet Explorer) and must allow for bulk downloading of documents (not one file at a time).

Physical Delivery - Base information may be compiled electronically and delivered on a CD, DVD or flash drive. A list with document titles and descriptions should be provided in print or electronic form.

Charrette Schedule

The CONSULTANT shall develop a draft public engagement plan and Charrette schedule for the project.

Task 1 Deliverables:

- Data Needs List
- Draft Engagement Process and Charrette Schedule to be discussed and confirmed with the City Staff

Consultant's Lump Sum Fee for Task 1 ..... $ 9,475.00

Task 2: Existing Conditions and Opportunities Analysis

The CONSULTANT shall collect and package data, photos, and other documentation of existing conditions consisting of an inventory of the existing urban form and design including building type and use, streetscape,

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pedestrian amenities, civic identity and wayfinding; existing infrastructure, transportation modal characteristics and facilities; and identification and pre-analysis of goals, problems, potential of the project. The TOD Area analysis will include:

- The results of the field reconnaissance of the project area and its immediate adjacencies.
- Challenges and opportunities based upon the field review.
- Review of previous plans and regulatory documents.
- Area base maps, including connectivity and transportation map provided by the CLIENT.
- Inventory and assessment of the existing storm water, water and sanitary sewer facilities, traffic, pedestrian, bicycle, transit and parking characteristics and facilities, lighting, signage, landscaping, land uses, open space and identification of overhead and underground utilities.

Task 2 Deliverable:

- Powerpoint Presentation of the TOD Area Existing Conditions & Opportunities Analysis.
- Digital file of the TOD Area Existing Conditions & Opportunities Analysis.

CONSULTANT'S Lump Sum Fee for Task 2 ..... $ 41,230.00

Task 3: Community Engagement Process: The Design Charrette & Follow-Up Meetings

The CONSULTANT will facilitate a Community Engagement process to provide opportunities for the City staff, area residents and other stakeholders to better understand the issues and challenges facing this important regional retail hub in the suburban context of West Broward County, and to express their concerns and aspirations for the TOD area.

A 4-day **Design Charrette** will be the centerpiece of Community Engagement process and where the production of urban design ideas and a draft master plan will take place. The charrette will provide a public forum where meetings on various topics will happen over the span of a week to focus attention on the project and permit each sector of the community and its leadership to discuss the impact of the changes being contemplated to an area that is essentially the retail core of the City of Sunrise. Consensus building is facilitated in real time with short feedback loops and fast decision making. The charrette can accomplish the following goals:

- All those influential to the project develop a vested interest in the design and the shared experience of the Charrette builds broad support for its vision;
- The various design disciplines work in concert to produce a set of finished documents that address all aspects of design;
- Inputs of all the players are collectively organized and discussed at one meeting, thereby eliminating the need for prolonged, sequential discussions that can delay conventional planning projects and lose the momentum of constituents; and

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- A better final product is created through the assimilation of many ideas in a dynamic, collaborative and cost-effective process.

The week will consist of the following public presentations:

- an opening day presentation of impressions from Day 1 of the Charrette and highlights from the Task 2 TOD Existing Conditions & Opportunities Analysis powerpoint;
- a mid-week progress session to show the design ideas that have come up in meetings and been illustrated graphically for discussion;
- a closing day presentation of the draft master plan.

Special Topic Meetings and Open Houses will take place throughout the week as the Consultant team proceeds with parallel design sessions. An entire day will be dedicated to discussions and studies that relate to the TOD area's largest private stakeholder, the Simon Property Group and their Sawgrass Mills outlet mall. The Team will be listening and receiving feedback from the community to test and illustrate the viability of ideas voiced throughout the week. The Charrette week will be followed by up to 2 subsequent meetings to permit 2 additional feedback loops to incorporate refinements.
The CLIENT shall:

- Be responsible for notifications and advertisement to the community in advance of the charrette.
- Make available a facility to the CONSULTANT in which to conduct the charrette.
- Coordinate location logistics, including identification and securing of the location, room set-up and break-down, refreshments and assuring CONSULTANT access to the location in advance and throughout the week of the Charrette.
- Assist Consultant with crafting a Charrette schedule to best suit City, area resident and stakeholder needs and to maximize participation by all constituents.

During the Charrette, the CONSULTANT shall prepare preliminary urban design ideas for review and discussion during subsequent Community Engagement meetings consisting of the following:

- Urban design alternatives
- Transportation Diagrams
- Street sections (4)
- Initial sketches of illustrations of architectural form, signage, gateway features, streetscapes, etc.
- Phasing Diagrams

- **Charrette Follow-Up Meeting 1**

  CONSULTANT Team shall present an updated version of the preliminary urban design ideas from the Charrette as a Draft Master Plan Presentation to City staff that incorporates both staff and community feedback received following the Charrette, and in order to discuss additional ideas and concerns.

- **Charrette Follow-Up Meeting 2**

  A 2nd follow-up session would be scheduled to present the refined Draft Master Plan Presentation in a more public setting to the community. This meeting could be used to showcase a more finalized master plan vision prior to the formal submittal to the City Commission.

Task 3 Deliverables:

- Summary of Community Forum Responses.
- Meeting Sign-in Sheets.
- Draft Master Plan Presentation in powerpoint.
- Digital file of the Preliminary Conceptual Master Plan that shall include:
  - Preliminary/conceptual master plan
  - Preliminary design guidelines assessment / key recommendations
  - Illustrations of "before and after" conditions
  - Street sections (4)
  - Signage guidelines
  - Streetscapes
  - Preliminary Thoroughfare Standards and Street Sections, specifying street design within public rights-of way shown in the Regulating Plan
  - Tools: Implementation & Phasing Strategies

CONSULTANT'S Lump Sum Fee for Task 3 ..... $110,395.00

Task 4: Conceptual Master Plan

Based upon the feedback received from the Community Engagement Process and other public input, a Draft Conceptual Master Plan document will be developed for presentation to the Client.

Task 4 Deliverables:

- Spiral Bound Copies of the Draft Conceptual Master Plan Document consisting of the following elements:

  - Up to three (3) master plan options with associated density and infrastructure cost comparisons.
  - Perspective Drawings, by hand (minimum of 5), rendered in color, showing typical thoroughfares, parks, greens, squares, and plazas, or other locations.
  - Massing studies of the project area.
  - Illustrative Detailed Plan, showing ideal build-out of a key portion of the project area.
  - Illustrative Building Types, which may include a review of existing products for appropriateness to the site's intended character.
  - Diagrams, that may include:
    - existing conditions

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- urban structure and development context
- civic buildings and civic spaces
- developable sites
- open space network
- vehicular network, pedestrian circulation and parking
- development phasing
- required and recommended retail frontage
- building height and function

- Conceptual Regulating Plan, showing land use, building type and density.
- Tools for Implementation – Preliminary Costing, Strategies, Schedule

The Conceptual Master Plan document will be focused on pedestrian, bicycle, transit, road, and utility infrastructure in the TOD area, primarily addressing the following topics:

- Vehicular, pedestrian, and bicycle access from the major arterials on to nine entry roads into the mall.
- Vehicular, pedestrian, and bicycle access from the nine entry roads onto Perimeter Road.
- Vehicular, pedestrian, and bicycle circulation on Perimeter Road and into existing and future outparcel developments.
- Addition of traffic control and traffic calming devices.
- Public transportation into and around the mall including the potential development of an intermodal transportation hub.
- Streetscape improvements to the three major arterials, nine entry roads, and Perimeter Road including drainage, hardscapes, undergrounding of existing overhead utility lines, landscape, and irrigation.
- Improvements to way finding signage.

CONSULTANT'S Lump Sum Fee for Task 4 ..... $48,875.00

Task 5: Presentation of Final Conceptual Master Plan to City Commission:

Following the submission of the draft Master Plan document to the Client, the CONSULTANT team shall incorporate a final round of comments and produce the Final Conceptual Master Plan document for presentation to the City Commission. The CLIENT is responsible for all noticing/advertising requirements.

Task 5 Deliverables:

- City Commission Meeting Presentation
- Presentation Materials: Color 24" X 36" Presentation Boards (up to 12)
- 1 CD of all data analysis and findings, GIS shapefiles, excel files, presentations and final master plan

CONSULTANT'S Lump Sum Fee for Task 5 ..... $6,100.00

TOTAL LUMP SUM FEE..... $216,075.00

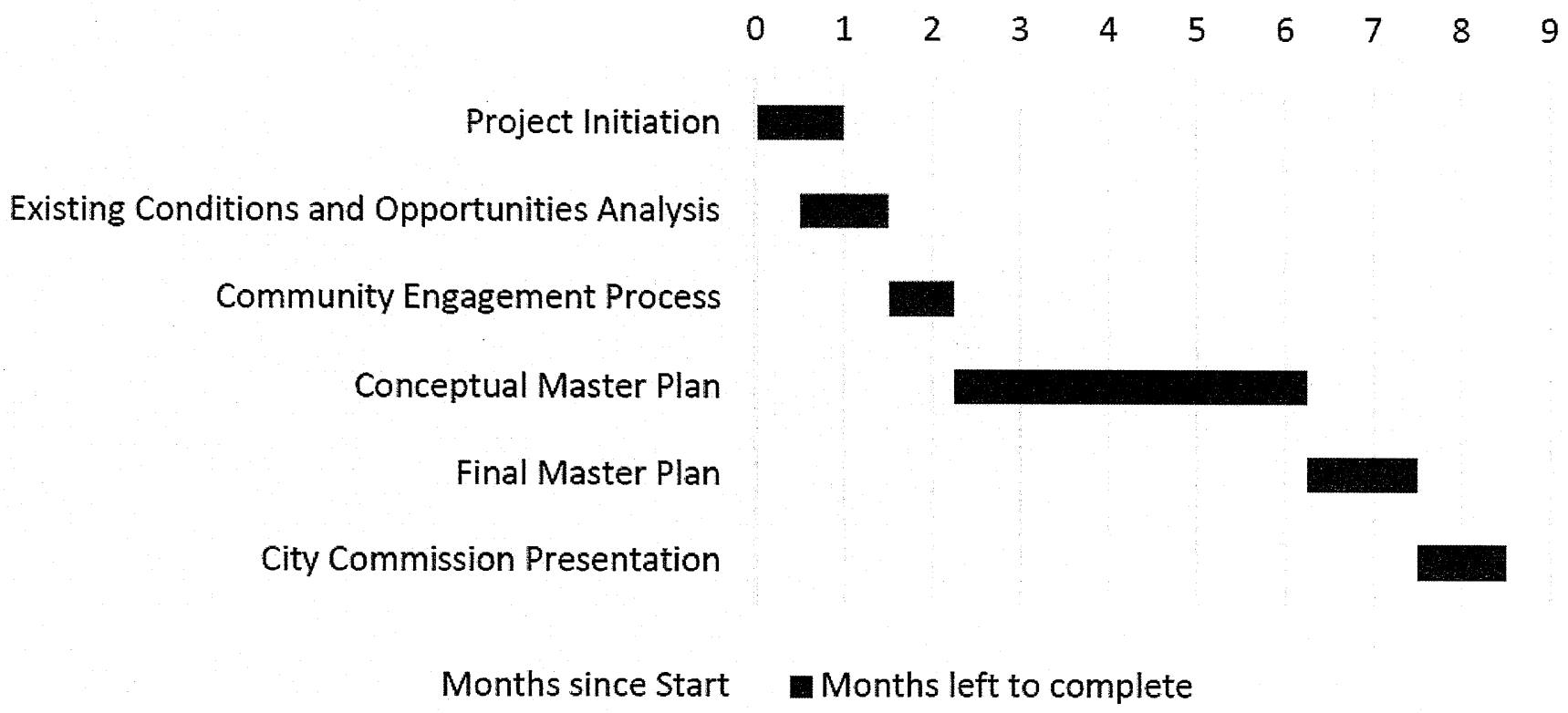
Authorized City Representative's Initials:

Authorized Consultant Representative's Initials: EK

EXHIBIT B

PROJECT SCHEDULE

WEST SUNRISE TRANSIT ORIENTED DESIGN MASTERPLAN FOR THE SAWGRASS MILLS MALL AREA



CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Agreement

Item Number: 4F **Meeting Date:** 6/10/2025

City Reference Number (C#): C25127

Item Description:

A Resolution of the City of Sunrise, Florida, approving "Piggyback Agreement No. 25-09-04-HR between the City of Sunrise and National Metering Services, Inc." for Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory utilizing the City of Hollywood, Florida Bid No. LFB-126-23-JJ and contract; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:

401.42.59.536.503420 - Miscellaneous Contract Services

Amount:

$100,000.00 Estimated Annual Expenditure
Contract Valid July 2, 2024 – August 10, 2025.

Not to exceed budgeted funds for FY2024/2025.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25127
Piggyback Agreement No. 25-09-04-HR
Exhibit A
Sunbiz

Background:

On January 15, 2021 the United States Environmental Protection Agency (EPA) published revisions to its Lead and Copper Rule (LCR) in the Federal Register (86 FR 4198/40 CFR 141 & 40 CFR 142), which became effective March 16, 2021. The Lead and Copper Rule Revisions requires all utilities to complete a survey of their potable water service lines. The City will require a Contractor to identify the material of its potable water service lines on public and private side of any and whether the service provides water to a single-family residence, a multi-family residence, or a Public or Commercial Building(s) so as to comply with the required rule.

The City of Sunrise Utilities Department completed a service line inventory and submitted it to the Florida Department of Environmental Protection. The next step in the process is to verify any services line materials that were classified as unknown material during the service line inventory.

The Utilities Department field operations staff is currently performing the field verification and has identified a contract with the City of Hollywood that will supplement these efforts, satisfy the City's current and ongoing needs, and ensure that all service lines materials are identified before the end of 2025. The scope of work under this contract includes, but is not limited to, furnishing of all materials, equipment, tools, labor, and supervision to complete service line material field investigation.

The City of Hollywood competitively solicited Bid No. IFB-126-23-JJ, which resulted in the award of a Contract to National Metering Services, Inc. dated July 2, 2024. The Contract's initial term is valid through August 10, 2025 with an additional one (1) one-year renewal option. The Contract includes pre-established line item pricing to be used for the services provided to City of Sunrise under this Agreement.

Staff is seeking approval to piggyback the existing contract between the City of Hollywood and National Metering Services, Inc. in order to benefit from pricing established in 2024, as well as benefiting from a savings on the administrative costs and time associated with soliciting these services.

Since the purchase will be made using an existing governmental contract, it is requested to waive the City's formal bidding procedures pursuant to Section 5-173(c)(4) of the Code of the City of Sunrise, Florida.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Holly Raphaelson Phone: 954-572-2202

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING "PIGGYBACK AGREEMENT NO. 25-09-04-HR BETWEEN THE CITY OF SUNRISE AND NATIONAL METERING SERVICES, INC." FOR LEAD AND COPPER RULE REVISIONS (LCRR) SERVICE LINE MATERIAL INVENTORY UTILIZING THE CITY OF HOLLYWOOD, FLORIDA BID NO. IFB-126-23-JJ AND CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise requires a qualified contractor to identify the material of potable water service lines to comply with the United States Environmental Protection Agency (EPA) revised Lead and Copper Rule; and

WHEREAS, after competitive procurement, the City of Hollywood, Florida, awarded Bid No. IFB-126-23-JJ and a Contract for Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory to National Metering Services, Inc., dated July 2, 2024; and

WHEREAS, the City wishes to contract with National Metering Services, Inc. for these services under the terms and conditions of the City of Hollywood Bid No. IFB-126-23-JJ and Contract.

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

Section 1. The above stated recitals are hereby adopted and incorporated herein.

Section 2. "Piggyback Agreement No. 25-09-04-HR between the City of Sunrise and National Metering Services, Inc." (Agreement) is hereby approved in an amount not to exceed the FY 2024-2025 approved budgeted funds, and subsequent years' expenditures subject to budget approval. The Procurement Manager is authorized to execute the Agreement. A copy of the Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 3. The Procurement Manager or designee is hereby authorized to extend, amend or renew the Agreement, when it is extended, amended or renewed by the lead agency.

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

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

PASSED AND ADOPTED this _____ DAY of _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

MOTION: _____
SECOND: _____

CLARKE: ____
GUZMAN: ____
KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

PIGGYBACK AGREEMENT NO. 25-09-04-HR
BETWEEN THE CITY OF SUNRISE
AND NATIONAL METERING SERVICES, INC.

This Piggyback Agreement (Agreement) is entered into between the City of Sunrise Florida, a Florida municipal corporation (City) and National Metering Services, Inc., a New Jersey corporation, authorization to do business in the State of Florida (Contractor) this ___ day of _____, 2025.

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

1. After competitive procurement, the City of Hollywood (Awarding Entity) awarded National Metering Services, Inc. Bid No. IFB 126-23-JJ for Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) and entered into City of Hollywood (Contract) dated July 2, 2024. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. Term. This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through August 10, 2025. The City reserves the right to renew, amend, or extend this Agreement as the Awarding Entity renews, amends, or extends its Contract.

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

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

Or via Email to: accountspayable@sunrisefl.gov

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

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

If to Contractor, to: William Castle, President
National Metering Services, Inc.
163 Schuyler Avenue
Kearny, NJ 07032

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

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

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

☑ a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

☑ **b. Insurance Requirements**. This provision shall supersede and replace Section II, Item 2.25 of the Contract.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall

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

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

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

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

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability Insurance. Elective exemptions or coverage afforded through an employee leasing arrangement will NOT satisfy the contractual requirement.

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

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

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

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

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

☑ **c. Indemnification.** This provision shall supersede and replace Section IV, Item 1.46 of the Contract.

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

☑ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing

policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

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

☑ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE

OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

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

☑ **h. Scrutinized Companies**.

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

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

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

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

execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☑ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☑ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

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

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☑ m. **Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☑ n. **Prohibited Telecommunications Equipment**

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

☑ o. **Antitrust Violations**

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

_____ p. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "__" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 3. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6. <u>Additional Provisions:</u>

_____

_____

_____

_____

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF SUNRISE

By: _____
John T. Curran, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By:_____
Thomas P. Moss, City Attorney

NATIONAL METERING SERVICES, INC.(CONTRACTOR)

By: _____

Print Name: _____

Print Title: _____

Date: _____

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R-2024-087

PROJECT NO.: 22-5145

CITY OF HOLLYWOOD

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

LEAD AND COPPER RULE REVISIONS (LCRR) SERVICE LINE MATERIAL INVENTORY (RE-BID) FY-2024

FEBRUARY 2024

Prepared By:

ENGINEERING SUPPORT SERVICES DIVISION
1621 N 14TH Avenue
PO Box 229045
Hollywood, FL 33022-9045

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

Invitation for Bids

IFB-126-23-JJ

LEAD AND COPPER RULE REVISIONS (LCRR) SERVICE LINE MATERIAL INVENTORY (Re-Bid) FY-2024
22-5145

FOR THE

CITY OF HOLLYWOOD, FLORIDA (CITY)

IFB Issue Date: October 2, 2023
Questions Due Date: October 23, 2023
Submittal Due Date: October 30, 2023, at 3 p.m. ET

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CITY OF HOLLYWOOD
IFB 082-23-JJ
LEAD AND COPPER RULE REVISIONS (LCRR) SERVICE LINE MATERIAL INVENTORY
22-5145
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SECTION I – INTRODUCTION

1.1 Purpose

The City of Hollywood, Florida (City) is seeking bids from qualified and experienced firms, hereinafter referred to as the Contractor or Bidder, to provide a service line material inventory for the City, in accordance with the terms, conditions, and specifications contained in this solicitation. Responses to this solicitation are due by **October 30, 2023, by 3:00 PM EST**, and will be opened in a virtual public setting on **October 30, 2023, at 3:00 PM EST** at **www.opengov.com**.

Submittals shall be received electronically through OpenGov.

Submittals shall be considered an offer on the part of the bidder/proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any or all bids/proposals, to waive irregularities and technicalities, and request new bids/proposals. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the city.

1.2 Pre-bid Conference (Non-Mandatory)

There will be a virtual pre-bid conference scheduled for this solicitation. It is strongly suggested that all Contractors attend the pre-bid conference to receive information that may be critical to their understanding of this solicitation.

https://cohfl.webex.com/cohfl/j.php?MTID=m467821fb7bdc3fcc825badf08a3c324b

Meeting number:
2633 521 9614
Password:
bqGvEAyD342

It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.3 OpenGov

The City of Hollywood uses OpenGov (www.OpenGov.com) to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results and issuing notification of an intended decision.

The City shall not be responsible for a Bidders inability to submit a bid by the bid end date and time for any reason, including issues arising from the use of OpenGov.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact the Point of Contact within the Office of Procurement Services, Jean Joinville, Senior Purchasing Agent at jjoinville@hollywoodfl.org or by phone at (954) 921-3290, or Staci Alli, Office Assistant I at salli@hollywoodfl.org or by phone at 954-921-3222. Such contact is to be for clarification purposes only. All questions must be submitted in writing via OpenGov by **October 23, 2023, by 5:00 PM EST** in order to receive a response.

For information concerning technical specifications, please utilize the question / answer feature provided by OpenGov at www.OpenGov.com. Questions of a material nature must be received prior to the cut-off

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date specified in the solicitation schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of OpenGov Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in OpenGov shall become part of any contract that is created from this solicitation.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through OpenGov at www.OpenGov.com.

1.5 Cone of Silence

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view Section 30.15F.

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

END OF SECTION

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SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Point of Contact utilizing the question / answer feature provided by OpenGov and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by OpenGov and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to OpenGov as a separate addendum to the solicitation. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Dimensions, Quantities and Subsurface Information

Dimensions, quantities, and subsurface information supplied by the City are in no way warranted to indicate true amounts or conditions. Bidders/Contractors shall neither plead misunderstanding or deception nor make claims against the City if the actual amounts, conditions, or dimensions do not conform to those stated. Any "Outside" reports made available by the Engineer are neither guaranteed as to accuracy or completeness, nor a part of the Contract Documents.

2.3 Trench Safety Form

The Trench Safety Form included in the Bid Documents must be completed and signed. Noncompliance with this requirement may invalidate the bid.

2.4 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.5 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this solicitation.

2.6 Pricing/Delivery

All pricing must include delivery and installation and be quoted FOB: Destination, unless specified otherwise in Section III.

2.7 Price Validity

Prices provided in this solicitation shall be valid for at least One-Hundred and Twenty (120) days from time of solicitation opening unless otherwise extended and agreed upon by the City and Bidder.

2.8 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.9 Responsive

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

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2.10 Responsible

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.11 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services as specified in Section III of this solicitation and included in Form 15, are normally and routinely engaged in performing such services, and are properly and legally licensed (if required) to perform such work. Bidder must possess, and be able to provide the City with any and all required Federal, State, County and/or municipal licenses, and occupational licenses. Bidder must be able to provide proof of valid licensing for all subcontractors and/or material suppliers hired by the contractor, if requested. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City.

2.12 Award of Contract

Award may be in the aggregate, or by line Item, or by group, whichever is determined to be in the best interest of the City.

The Contract will be awarded only to a Bidder, who in the opinion of the **Engineer**, is fully qualified to undertake the work, quoting the lowest price, for that product/service that will best serve the needs of the City. The City reserves the right before awarding the Contract to require a Bidder to submit such evidence of his qualifications as it may deem necessary and may consider any available evidence of his financial status, technical qualifications, and other qualifications and abilities.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City reserves the right to make multiple awards for this contract. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

2.13 Execution Of Contract

The Bidder to whom the Contract is awarded shall, within ten days of the date of award, execute and deliver three (3) copies of the following to the Engineer.

A. The Contract
B. Performance and Payment Bond
C. Evidence of required Insurance
D. Proof of authority to execute the Contract
E. Proof of authority to execute the Bond on behalf of the Awardee
F. List of Subcontractors, estimated Contract Value for each and proof that such subcontractors possess all required Federal, State, County and/or municipality licenses, including but not limited to certified competency and occupational license

The above documents must be furnished, executed, and delivered before the Contract will be executed by the City. The Contract shall not be binding upon the City until it has been executed by the City and a copy of such fully executed Contract is delivered to the Contractor.

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2.14 Failure To Execute Contract, Bid Guaranty Forfeited

Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Section 2.13 above within ten (10) days after Notice of Award, the additional time in days (including weekends) required to CORRECTLY complete the documents will be deducted, in equal amount, from the Contract Time, or the City may elect to revoke the Award. The Bid Guaranty of any Bidder failing to execute the awarded Contract shall be retained by the City and the Contract awarded as the Commission desires.

2.15 Manufacturer/Brand/Model Specific Request

This is a manufacturer/brand/model specification. No substitutions will be allowed unless specified in Form 3 or Attachment D, – Technical Specifications.

2.16 Permits and Fees

Refer to Attachment D – Technical Specifications (Section 01025 Basis of Payment)

2.17 Contract Security

When the awarded bidder delivers the executed contract to the City, it must be accompanied by the required bonds.

2.18 Contract Period

The initial contract term shall commence upon date of award by the City for a 1 year term. The City reserves the right to renew the contract as necessary for another 1 year term providing all terms, conditions and specifications remain the same, both parties agree to the renewal, and such renewal is approved by the City. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.19 Bid Guaranty

A Bid Guaranty in the form of a Cashier's Check, Certified Check or Bid Bond executed by the Bidder and a qualified Surety in the amount of 5% of the Bid is required for this project.

2.20 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.21 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.22 Tie Breaker

In cases where there is a tie for the bid award, the award shall be made by giving preference to the low bidder(s). The Chief Procurement Officer will make a recommendation for award among the tied bidders.

2.23 Conflict of Interests Prohibited

Any respondent submitting a response to this solicitation is responsible for being aware of, and complying with Section 34.02 of the City Code of Ordinances. If you have questions concerning whether

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you may or may not need to comply with the ordinance, please contact the City of Hollywood, City Clerk's Office at 954-921-3211.

2.24 Protest Procedure

Any respondent who is not recommended for award of a contract and who alleges a failure by the City to follow the City's Procurement Code or any applicable law may protest to the CPO, by delivering a letter of protest to the CPO in accordance with Section 38.52 of the City's Procurement Code within five days after a notice of intent to award is posted on the City's web site, OpenGov, City Clerk's Office, Open Government, and/or City's Sunshine Board (https://www.hollywoodfl.org/Archive.aspx?AMID=140).

2.25 Insurance Requirements

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

1. BUILDERS RISK (BR 1) - Installation Floater: (Not Applicable)

2. GENERAL LIABILITY (GL3):

Prior to the commencement of work governed by this contract, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$2,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$1,000,000 per Person
$2,000,000 per Occurrence
$100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City.

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. GENERAL LIABILITY (GLXCU):

Recognizing that the work governed by this contract involves either underground exposures, explosive activities, or the possibility of collapse of a structure, the Contractor's General Liability Policy shall include coverage for the XCU (explosion, collapse, and underground) exposures with limits of liability equal to those of the General Liability Insurance policy.

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4. VEHICLE LIABILITY (VL3):

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$500,000 per Person
$1,000,000 per Occurrence
$100,000 Property Damage

The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

5. WORKERS' COMPENSATION (WC2):

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

$500,000 Bodily Injury by Accident
$500,000 Bodily Injury by Disease, policy limits
$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

6. POLLUTION LIABILITY INSURANCE

The minimum limits of liability shall be:

$1,000,000 per each claim / $2,000,000 aggregate

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of “A” and Class X, as assigned by the A.M. Best Company.

The policy must be endorsed to provide the City with (30) days’ notice of cancellation.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self- insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

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If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured in the general liability and auto liability policies.

2.26 Uncontrollable Circumstances (Force Majeure)

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, acts of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.26.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.26.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

2.26.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.26.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.27 Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information via the supplier portal. New suppliers will be required to register; and current suppliers will need to confirm and update their information.

Firms are responsible for ensuring that all contact, payment, and general information is updated at all times, and will not hold the City liable for any inaccurate information.

2.28 Debarred or Suspended Bidders or Proposers

Firm(s) certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any federal, state, county or municipal department or agency.

2.29 Payment and Performance Bond

A Performance Bond and a Payment Bond each equal to 100 percent of the total Bid will be required of the Awardee. The Bond must be written through a company licensed to do business in the State of Florida and be rated at least "A", Class X, in the latest edition of "Best's Key Rating Guide", published by A.M. Best Company. As per Florida Statute Section 255.05, the Contractor shall be required to record

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the payment and performance bonds in the public records of Broward County

2.30 Public Records

A. Public Records/Trade Secrets/Copyright:

All responses will become the property of the City. The Consultant's response to the solicitation is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119, Florida Statutes.

Any language contained in the Consultant's response to the solicitation purporting to require confidentiality of any portion of the Consultant's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Consultant submits any documents or other information to the City that the Consultant claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Consultant shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Consultant must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Consultant's response to the solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Consultant agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

B. PUBLIC RECORDS GENERAL

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Consultant shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes.

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3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Consultant does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Contract, the Consultant 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. It is solely and exclusively the Contractor's responsibility to familiarize itself with Chapter 119, Florida Statutes, and to ensure compliance with its requirements.

END OF SECTION

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SECTION III - SCOPE OF SERVICES

3.1 Project Description

Work under this Contract consists of hand-digging at various locations throughout the City of Hollywood in order to develop a materials inventory for service lines to comply with the EPA's Lead and Copper Rule Revisions. The so hand digging will occur along service lines that are the City's responsibility at locations designated by City Work Orders. Digging in sod and grassy areas is preferred over digging in cement or asphalt so the Contractor can adjust locations as necessary. Hand digging may also occur in County or FDOT owned areas and permitting efforts may be required. Results of the digging will need to be photographed and cataloged in the City's approved ArcGIS survey and will be the responsibility of the Contractor. Types of data to be collected include, but are not limited to, the locations of water meters and irrigation meters, piping material at various points along a service line, and depth of service line below ground. All digging efforts will require subsequent repair and restoration. All service lines, as indicated by the City, must be inventoried before June 2024.

The Contractor agrees to cooperate and work with City departments such as Underground Utilities, Public Utilities, Development Services, and Public Works, as needed**.**

3.2 Technical Specifications

Refer to Appendix D.

3.3 Contractor Qualifications

The contract will be awarded only to a responsive contractor qualified by experience to do the Work specified. The bidder shall submit, prior to award of contract, satisfactory evidence of his experience in like Work and that he is fully prepared with the necessary organization, capital, equipment and machinery to complete the Work to the satisfaction of the City within the time limit stated. In addition to the above, the Contractor shall satisfy all criteria listed in Form 15 – Information Required From Bidders.

Form 15 – Information Required from Bidders, shall be completed fully and accurately by the Contractor and submitted with the bid. Information included on the questionnaire will be used in evaluating the qualifications of the Contractor. The City reserves the right to request additional information not identified on the questionnaire.

3.4 Subcontractors

For the City to be assured that only competent and qualified subcontractors will be employed on this project, each Bidder shall submit in the bid a list of the subcontractors performing work on this project. This subcontractors list shall include each firm's name, address, telephone number, contact person and work to be performed. Subcontractors shall be properly registered or licensed with the State of Florida, Broward County and the City of Hollywood. Subcontractors shall, in the City's opinion, be qualified both technically and financially to perform the work.

The City reserves the right to reject any subcontractor who is deemed by the City to be unacceptable technically or financially, or has previously performed work which the City believes to be unsatisfactory. No change may be made to this list of subcontractors by the Contractor, before or after contract award, without the express written consent of the City.

If, prior to award, the City rejects any subcontractor, the Contractor shall be afforded the opportunity to submit qualifications for an alternate subcontractor with no attendant increase in the base lump sum bid amount, adjustment of contract time or alteration of the bid documents. Such qualifications will be due

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within ten (10) days of receipt of notification of subcontractor rejection. Failure to submit an acceptable alternate subcontractor may result in rejection of the bid. In this event, the bid bond shall be returned to Contractor without claim by the City and with forfeiture of all claim rights by the Contractor.

3.5 Deliverables and Objectives

Refer to Attachment B General Conditions, Attachment C Supplementary General Conditions, Attachment D Technical Specifications and Attachment E Drawings.

3.6 Project Schedule / Timeline

Refer to Appendix C, Supplementary conditions, Section 1, Project Schedule.

3.7 Questions

Refer to Form 15, Information Required from Bidders.

3.8 Substantial Completion/Liquidated Damages

Refer to Appendix C, Supplementary conditions, Section 1, Project Schedule and Section 3, Liquidated Damages.

END OF SECTION

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SECTION IV – GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with OpenGov. Vendors may register with the OpenGov (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at **hollywoodfl.org** to download an application and submit it to Procurement Services Division.

It is the intent of the City of Hollywood, FL ("the City"), through this solicitation and the contract conditions contained herein, to establish to the greatest possible extent complete clarity regarding the requirements of both parties to the agreement resulting from this solicitation.

Before submitting a bid, the Vendor shall be thoroughly familiarized with all contract conditions referred to in this document and any addenda issued before the bid/proposal submission date. Such addenda shall form a part of the SOLICITATION and shall be made a part of the contract. It shall be the Vendor's responsibility to ascertain that the bid/proposal includes all addenda issued prior to the bid/proposal submission date. Addenda will be posted on the City's internet site along with the SOLICITATION.

The terms of the SOLICITATION and the selected Vendor's bid and any additional documentation (e.g. questions and answers) provided by the Vendor during the solicitation process will be integrated into the final contract for services entered into between the City and the selected Vendor. The Vendor shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the agreement must be performed.

1.2 PROPOSER'S RESPONSIBILITIES

Proposers are required to submit their bids upon the following express conditions:

A. Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the SOLICITATION conditions. No plea of ignorance, by the proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the proposer.

C. Proposers are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

1.3 PREPARATION OF BIDS/PROPOSALS

Bids/proposals shall be prepared in accordance with the bid/proposal response format. Bids/proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Each proposer, by making a bid/proposal, represents that this document has been read and is fully understood.

Bids/proposals will be prepared in accordance with the following:

A. The City's enclosed bid/proposal Forms, in their entirety, are to be used in submitting your bid/proposal. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid/proposal form shall be furnished. The proposer shall sign each continuation sheet (where indicated) on which an entry is made.

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C. Prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the SOLICITATION. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Proposers are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 DESCRIPTION OF SUPPLIES (As Applicable)

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Proposers must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the bid/proposal, it shall be construed that the bid/proposal fully complies with the Specifications, Terms and Conditions.

Proposers are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Proposers will submit, with their bid/proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are proposing.

The City shall be the sole judge of equality and its decision shall be final.

1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to bid/proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addendum, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their bid/proposal. Failure to include signed formal addenda in its bid/proposal shall cause the City to deem the bid/proposal non-responsive provided, however, that the City may waive this requirement in its best interest.

1.6 REJECTION OF BIDS/PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all bids/proposals, to waive any and all informalities, irregularities and technicalities not involving price, time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional bids/proposals. Bids/proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in a bid/proposal. The City reserves the right to determine, in its sole discretion, whether any aspect of a bid/proposal satisfies the criteria established in this Solicitation.

The City reserves the right to reject, in whole or in part, the bid/proposal of any Proposer if the City believes that it would not be in the best interest of the City to make an award to that Proposer, whether because the bid/proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by City.

The foregoing reasons for rejection of bids/proposals are not intended to be exhaustive.

The City may reject a bid/proposal if:

A. The Proposer fails to acknowledge receipt of an addendum, or if

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B. The Proposer misstates or conceals any material fact in the bid/proposal, or if

C. The bid/proposal does not strictly conform to the law or requirements of the SOLICITATION, or if

D. The City is under a pre- lawsuit claim or current litigation with the proposer.

Additionally, any one of the following causes (not limited to) may be considered as sufficient justification to disqualify a Bidder and reject his/her Bid:

A. Submission of more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names.
B. Evidence of collusion.
C. Previous participation in collusive Bidding on work for the City of Hollywood, Florida.
D. Submission of an unbalanced Bid in which the prices Bid for some items are out of proportion to the prices Bid for other items.
E. Lack of competency. The Engineer may declare any Bidder ineligible, at any time during the process or receiving Bids or awarding the Contract, if developments arise which, in his opinion, adversely affects the Bidder's responsibility. The Bidder will be given an opportunity, by the Engineer, to present additional evidence before final action is taken.
F. Lack of responsibility as shown by past work judged by the Engineer from the standpoint of workmanship and progress.
G. Uncompleted work for which the Bidder is committed by Contract, which is in the judgment of the Engineer, might hinder or prevent the prompt completion of work under this Contract

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in herein.

1.7 WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the SOLICITATION opening.

B. Bids may be withdrawn prior to the time set for the SOLICITATION opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages and the bid deposit furnished by any Bidder who requests to withdraw a bid after the SOLICITATION opening.

1.8 BIDS TO REMAIN OPEN

All bids shall remain open for 180 calendar days after the day of the bid opening, but the City may, at its sole discretion, release any bid and return the bid Security prior to that date.

Extensions of time when bids shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful Bidder and the surety, if any, for the successful Bidder.

1.9 LATE BIDS OR MODIFICATIONS

Only bids received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the opening will be returned un-opened to the sender and rejected as late.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the SOLICITATION Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the SOLICITATION Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

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If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other SOLICITATION documents or any part thereof, they may submit requests for clarification to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the SOLICITATION, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving a Solicitation. The City will not be responsible for any other explanation or interpretation of the SOLICITATION given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this SOLICITATION must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

1.12 COMPETENCY OF PROPOSERS

Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this SOLICITATION(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a proposer, including past performance (experience) in making the award in the best interest of the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this SOLICITATION or otherwise.

1.13 QUALIFICATIONS OF PROPOSERS

No Bid will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to City, or who is deemed responsible or unreliable by the City.

As part of the bid evaluation process, City may conduct a background investigation including a record check by the Hollywood Police Department. Proposer's submission of a bid constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a Bidder's qualifications.

1.14 CONSIDERATION OF BIDS

In cases where an item requested is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Vendor proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is pre-approved by the City.

References to any of the above are intended to be descriptive but not restrictive and only indicate articles that will be satisfactory. A bid of an "equal" will be considered, provided that the Vendor states in his bid exactly what he proposes to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such bid. The designated City representative hereby reserves the right to approve as an "equal", or to reject as not being an "equal", any article proposed which contains major or minor variations from specifications requirements.

1.15 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded, after evaluation by the City, to the responsible and responsive Proposer whom the City determines will be in the best interests of the City and not necessarily to the lowest cost Proposer. Proposers may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or his/her designee or to the City Commission, in accordance with the applicable City of Hollywood Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful Proposer shall be required to sign a negotiated contract; the refusal or failure of a successful Proposer to execute a contract which contains the mandatory material terms and conditions contained in the SOLICITATION, shall be grounds for deeming the Proposer and/or the Proposer's bid/proposal non-responsive.

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If applicable, the Proposer to whom award is made shall execute a written contract prior to award by the City Commission. If the Proposer to whom the first award is made fails to enter into a contract as herein provided, the Contract may be let to the next highest ranked Proposer who is responsible and responsive in the opinion of the City.

1.16 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of bid/proposal responders on this project will be considered in making the award. The City is not obligated to accept any bid/proposal if deemed not in the best interest of the City to do so. The City shall make award to a qualified proposer based on fees submitted and responses to this SOLICITATION.

Failure to include in the bid all information outlined herein may be cause for rejection of the bid.

The City reserves the right to accept or reject any and all bids, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in bids.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the bids as deemed to be in the City's best interest in its sole discretion.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.17 AGREEMENT

An agreement shall be sent to the awarded proposer to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded proposer.

1.18 NOTICE TO PROCEED

A signed purchase order, blanket purchase order or fully executed agreement will be the Proposer's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.19 BID PROTESTS

The City shall provide notice of its intent to award or reject to all Proposers by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective proposer who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a

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summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit,

The Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.20 REQUIREMENTS FOR SIGNING BIDS/PROPOSALS

Requirements for Signing Bid/Proposal:

A. The bid/proposal must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the bid/proposal. In cases where the bid/proposal is signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the bid/proposal.

B. Bids/proposals by corporations must be executed in the corporate name by the President or other corporate officers accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

C. Bids/proposals by partnerships must be executed in the partnership name and signed by a general partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

D. All manual signatures must have the name typed directly under the line of the signature

E. The above requirements apply to all SOLICITATION addenda.

1.21 EXAMINATION OF BID DOCUMENTS

Before submitting a bid, each Bidder must: examine the bid Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate Proposer's observations with the bid Documents, and notify the City's agent of all conflicts, errors and discrepancies in the bid Documents.

The submission of a bid/proposal will constitute an incontrovertible representation by the Bidder, that the Bidder has complied with every requirement of this SOLICITATION, that without exception, the bid is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the bid/proposal Documents, and that the bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.22 PUBLIC RECORDS LAW

If applicable, for each public agency contract for services, the Proposer is required to comply with F.S. 119.0701, which includes the following:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in F.S. Chapter 119 or as otherwise provided by law.

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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.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the proposer upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids become subject to the public records disclosure requirements of F.S. Chapter 119, notwithstanding a proposers' request to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after the bid/proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential and exempt from disclosure.

Data processing software obtained under a licensing agreement which prohibits its disclosure may also exempt.

Proposers are hereby notified and agree that all information submitted as part of, or in support of SOLICITATION submittals will be available for public inspection after opening of SOLICITATION in compliance with Chapter 119 of the Florida Statutes. The proposer shall not, unless required as part of this SOLICITATION, submit any information in response to this invitation which the proposer considers to be a trade secret, proprietary or confidential. The submission, not required as part of this this SOLICITATION, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer.

1.23 INFORMATION

For information concerning procedure for responding to this Solicitation (SOLICITATION), contact the Point of Contact in the Section 1.4. Such contact shall be for clarification purposes only. **It is preferred that all other questions be submitted in writing via OpenGov at least 10 calendar days prior to the bid/proposal due/opening date.**

1.24 N/A – INTENTIONALLY OMITTED

1.25 MODIFICATION AND WITHDRAWAL OF BIDS/PROPOSALS

Bids must be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the deadline for submitting bids. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a bid will not prejudice the rights of a Bidder to submit a new bid prior to the bid date and time. Except where provided in the following paragraph no bid may be withdrawn or modified after expiration of the period for receiving bids.

If, within twenty-four (24) hours after bids are opened, any Bidder files a duly signed written notice with the City and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its bid, or that the mistake is clearly evident on the face of the bid but the intended correct bid is not similarly evident, then the Bidder may withdraw its bid and the bid Security will be returned.

1.26 N/A – INTENTIONALLY OMITTED

1.27 OPEN END CONTRACT

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The City reserves the right to issue purchase orders as and when required, or a blanket purchase order and release partial quantities as and when required or any combination of the preceding.

ORDERING: The CITY reserves the right to purchase commodities/services specified herein through Contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent

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delivery is required within a period shorter than the delivery time specified in the contract, and if the seller is unable to comply therewith, the City reserves the right to obtain such delivery from others without penalty or prejudice to the City or to the Bidder.

1.28 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Bidder for the commodities and/or services provided under the Contract at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the successful Bidder agrees to submit to an audit by an independent certified public accountant selected by the City. The successful Bidder shall allow the City to inspect, examine and review the records of the successful Bidder in relation to this contract at any and all times during normal business hours during the term of the Contract.

1.29 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Bidder shall comply with all local, state and federal directives, orders and laws as applicable to this SOLICITATION and subsequent contract(s) including, but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.

B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a proposer commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.

D. This Section applies only to any contract for goods or services of $1 million or more: The Proposer certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Proposer is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 DEBARRED OR SUSPENDED BIDDERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and sub bidder are presently debarred or suspended by any Federal department or agency.

1.32 COLLUSION

More than one bid/proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one bid for the same work will cause the rejection of such bid which the Bidder is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the bids of participants in such collusion will not be considered.

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1.33 COPELAND "ANTI-KICKBACK"

The Bidder and all sub bidders will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.34 FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate this Agreement.

1.35 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, sub bidder, 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.36 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

1.37 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidder shall sign and submit the attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees and candidates. Failure to submit the signed form will result in your bid being declared non-responsive; provided, however, that a responsible Bidder whose bid would be responsive but for the failure to submit the signed form in its bid may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.38 CONFLICT OF INTEREST

The Bidder represents that:

No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Proposer in this Agreement. This Agreement is entered into by the Proposer without any connection with any other entity or person making a bid Bidder for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

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2. Is an employee, agent, advisor, or consultant to the Proposer or to the best of the Proposer's knowledge, any sub bidder or supplier to the Bidder.

Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event the Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Bidder shall promptly bring such information to the attention of the City's ENGINEER. The Bidder shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Bidder receives from the ENGINEER in regard to remedying the situation.

1.39 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a proposer, supplier, sub bidder, or consultant under contract with any public entity, and may not transact business with any public entity.

1.40 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Vendor responding to this SOLICITATION that the City has omitted or misstated a material requirement to this SOLICITATION and/or the services required by this SOLICITATION, the responding Vendor shall advise the contact identified in the SOLICITATION Clarifications and Questions section above of such omission or misstatement.

1.41 CONFIDENTIAL INFORMATION

Information contained in the Vendor's bid that is company confidential must be clearly identified in the bid/proposal itself. The City will be free to use all information in the Vendor's bid for the City's purposes, in accordance with State Law. Vendor bids shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Vendor understands that any material supplied to the City may be subject to public disclosure under the Public Records Law.

1.42 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. This shall apply notwithstanding such factors which include, but are not limited to, the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.43 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.44 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the city waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statute.

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1.45 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Proposer and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.46 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

1.47 PATENT AND COPYRIGHT INDEMNIFICATION

The Bidder warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Bidder shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the work, or the City's continued use of the deliverables furnished hereunder. Accordingly, the Bidder, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Bidder shall have the obligation, at the City's option, to (i) modify, or require that the applicable sub bidder or supplier modify, the alleged infringing item(s) at the Bidder's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Bidder 's expense, the rights provided under this Agreement to use the item(s).

The Bidder shall be solely responsible for determining and informing the City whether a prospective supplier or sub bidder is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Bidder shall enter into agreements with all suppliers and sub bidder at the Bidder 's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Bidder shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.48 ADVERTISING

Vendor shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

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1.49 DISCLAIMER

The Hollywood may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this SOLICITATION, postpone or cancel at any time this SOLICITATION process; or, waive any formalities of or irregularities in the bid process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bid that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this SOLICITATION constitutes only an invitation to make a bid to the City of Hollywood. The City of Hollywood reserves the right to determine, in its sole discretion, whether any aspect of the bid satisfies the criteria established by the City. In all cases the City of Hollywood shall have no liability to any proposer for any costs or expense incurred in connection with this bid or otherwise.

1.50 TRADEMARKS

The City warrants that all trademarks the City requests the Vendor to affix to articles purchased are those owned by the City and it is understood that the Vendor shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.51 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.52 BID PREPARATION COSTS

The Vendor is responsible for any and all costs incurred by the Vendor or his/her sub bidders in responding to this solicitation.

1.53 DESIGN COSTS (N/A)

1.54 ADDITIONAL CHARGES

No additional charges, other than those listed on the price breakdown sheets, shall be made. Prices quoted will include verification/coordination of order, all costs for shipping, delivery to all sites, unpacking, setup, installation, operation, testing, cleanup, training and Vendor travel charges.

1.55 RIGHTS TO PERTINENT MATERIALS

All responses, inquires, and correspondence relating to this SOLICITATION and all reports, charts, displays, schedules, exhibits and other documentation produced by the Vendor that are submitted as part of the bid shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.56 INSURANCE REQUIREMENTS

See insurance requirements in the main solicitation document.

1.57 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed 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 any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

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The Bidder shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all work and services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the work and services that are necessary for the completion of this Contract. All work and services shall be accomplished at the direction of and to the satisfaction of the City's ENGINEER.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Proposer agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes

1.58 AUTHORITY OF THE CITY'S ENGINEER

The Bidder hereby acknowledges that the City's ENGINEER will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the ENGINEER, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the ENGINEER's determination or order. Where orders are given orally, they will be issued in writing by the ENGINEER as soon thereafter as is practicable.

The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the ENGINEER. In the event that the ENGINEER and the Bidder are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the ENGINEER or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Bidder's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, the Bidder reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

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1.59 MUTUAL OBLIGATIONS

This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where this Agreement imposes an indemnity or defense obligation on the Bidder, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Bidder fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Bidder.

1.60 SUBCONTRACTUAL RELATIONS

If the Bidder will cause any part of this Agreement to be performed by a sub bidder, the provisions of this Contract will apply to such sub bidder and its officers, agents and employees in all respects as if it and they were employees of the Proposer; and the Proposer will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the sub bidder, its officers, agents, and employees, as if they were employees of the Proposer. The services performed by the sub bidder will be subject to the provisions hereof as if performed directly by the Bidder.

The Bidder, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed sub bidder, the portion of the services which the sub bidder is to do, the place of business of such sub bidder, and such other information as the City may require. The City will have the right to require the Bidder not to award any subcontract to a person, firm or corporation disapproved by the City.

Before entering into any subcontract hereunder, the Bidder will inform the sub bidder fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub bidder will strictly comply with the requirements of this Contract.

In order to qualify as a sub bidder satisfactory to the City, in addition to the other requirements herein provided, the sub bidder must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the services in a satisfactory manner. To be considered skilled and experienced, the sub bidder must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which are required to be performed under this Agreement.

The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Bidder's obligations under this Agreement. All sub bidder are required to protect the confidentiality of the City and City's proprietary and confidential information. The Bidder shall furnish to the City copies of all subcontracts between the Bidder and sub bidder and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the sub bidder of its obligations under the subcontract, in the event the City finds the Bidder in breach of its obligations, and the option to pay the sub bidder directly for the performance by such sub bidder. The foregoing shall neither convey nor imply any obligation or liability on the part of the City to any sub bidder hereunder as more fully described herein.

1.61 PROMPT PAYMENT: LATE PAYMENTS BY BIDDER TO SUB BIDDER AND MATERIAL SUPPLIERS; PENALTY:

When a Bidder receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the proposer shall pay such moneys received to each sub bidder and material supplier in proportion to the percentage of work completed by each sub bidder and material supplier at the time of receipt. If the Bidder receives less than full payment, then the proposer shall be required to disburse only the funds received on a pro rata basis to the sub bidder and materials Suppliers, each receiving a prorated portion based on the amount due on the payment. If the proposer without reasonable cause fails to make payments required by this section to sub bidder and material suppliers within fifteen (15) working days after the receipt by the Bidder of full or partial payment, the proposer shall pay to the sub bidder and material suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the sub bidder or material

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supplier whose work has been completed, even if the prime contract has not been completed. The Bidder shall include the above obligation in each subcontract it signs with a sub bidder or material suppler.

1.62 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Bidder may be subject to debarment for failure to perform and any other reasons related to the Bidder's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Bidder and in such event:

The Bidder shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the City's materials and property;

3. Cancel orders;

4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the services;

5. Take no action which will increase the amounts payable by the City under this Agreement.

In the event that the City exercises its right to terminate this Agreement pursuant to this Article, the Bidder will be compensated as stated in the payment articles herein, for the:

1. Portion of the services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the services.

All compensation pursuant to this Article is subject to audit.

1.63 EVENT OF DEFAULT

An Event of Default shall mean a breach of this Agreement by the Bidder. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Bidder has not delivered deliverables on a timely basis;

2. The Bidder has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Bidder has failed to make prompt payment to sub bidder or suppliers for any services;

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4. The Bidder has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Bidder 's creditors, or the Bidder has taken advantage of any insolvency statute or debtor/creditor law or if the Bidder 's affairs have been put in the hands of a receiver;

5. The Bidder has failed to obtain the approval of the City where required by this Agreement;

6. The Bidder has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Bidder has failed in the representation of any warranties stated herein.

When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Proposer's ability to perform the services or any portion thereof, the City may request that the Proposer, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Proposer's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Proposer for portions of the services which the Proposer has not performed. In the event that the Proposer fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the services or any part thereof either by itself or through others.

In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

1.64 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Proposer shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring services hereunder and the amount actually expended by the City for procurement of services, including procurement and administrative costs; and,

C. Such other damages that the City may suffer.

The Proposer shall also remain liable for any liabilities and claims related to the Proposer’s default. The City may also bring any suit or proceeding for specific performance or for an injunction.

1.65 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Proposer has with the City, the Proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law.

1.66 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Proposer is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, **unless otherwise authorized by law.**

1.67 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Proposers, which are signed by a person designated as authorized to bind the Proposer, will be recognized by the City as duly authorized expressions on behalf of the Proposer.

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1.68 E-VERIFY

Proposer acknowledges that the City may be utilizing the Proposer's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Proposer shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Proposer during the Agreement term. The Proposer is also responsible for e-verifying its bidders, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Proposer acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

1.69 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.70 COST ADJUSTMENTS (As Applicable)

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year than in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Proposer a reduction in costs that reflects such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Proposer.

1.71 OSHA STANDARDS

Proposer acknowledges and agrees that as Contractor for the City of Hollywood, Florida, within the limits of the City of Hollywood, Florida, will have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to defend, indemnify and hold harmless the City of Hollywood, Florida, its officials, employees, service providers, and its agents against any and all legal liability or loss the City of Hollywood, Florida may incur due to the Contractor's failure to comply with such act.

END OF SECTION

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City of Hollywood
Public Utilities
Vincent Morello, Director
2600 Hollywood Boulevard, Hollywood, FL 33020

PROPOSAL DOCUMENT REPORT

IFB No. IFB-126-23-JJ

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

RESPONSE DEADLINE: November 20, 2023 at 3:00 pm

Report Generated: Thursday, February 1, 2024

National Metering Services, Inc. Proposal

CONTACT INFORMATION

Company:
National Metering Services, Inc.

Email:
wcastle@nmsnj.com

Contact:
william castle

Address:
163 Schuyler Ave,
box 491
Kearny, NJ 07032

Phone:
(201) 246-1115

Website:
www.nmsnj.com

Submission Date:
Nov 8, 2023 3:55 PM

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ADDENDA CONFIRMATION

Addendum #1
Confirmed Nov 8, 2023 3:41 PM by william castle

Addendum #2
Confirmed Nov 8, 2023 3:41 PM by william castle

Addendum #3
Confirmed Nov 15, 2023 12:23 PM by william castle

QUESTIONNAIRE

1. VENDOR REFERENCE FORM*

Please download the below documents, complete, and upload.

- Vendor_Reference_Form.pdf

Vendor_Ref_Form.pdfHollywood_FL_-_as_submitted.pdf

2. HOLD HARMLESS AND INDEMNITY CLAUSE*

I, an authorized representative, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney' s fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

Confirmed

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3. NON-COLLUSION STATEMENT*

I , being first duly sworn, depose that:

A. He/she is an authorized representative of the Company, the Proposer that has submitted the attached Proposal.

B. He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

C. Such Proposal is genuine and is not a collusion or sham Proposal;

D. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

E. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Confirmed

4. CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS*

The applicant certifies that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or

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commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Confirmed

5. DRUG-FREE WORKPLACE PROGRAM*

A. IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer

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of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Confirmed

6. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY *

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

- Real property or its use,
- Tangible or intangible personal property, or its use,
- A preferential rate or terms on a debt, loan, goods, or services,
- Forgiveness of indebtedness,
- Transportation, lodging, or parking,
- Food or beverage,

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- Membership dues,
- Entrance fees, admission fees, or tickets to events, performances, or facilities,
- Plants, flowers or floral arrangements
- Services provided by persons pursuant to a professional license or certificate.
- Other personal services for which a fee is normally charged by the person providing the services.
- Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Confirmed

7. Certificate of Insurance*

See requirements in the #SPECIAL TERM AND CONDITIONS section.

COI.pdf

8. PROOF OF SUNBIZ REGISTRATION*

Enter company FEIN to be verified in Sunbiz

22-3392696

Click to Verify *Value will be copied to clipboard*

9. ACKNOWLEDGMENT AND SIGNATURE PAGE

IF CORPORATION - DATE INCORPORATED/ORGANIZED:*
3/1995

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STATE INCORPORATED/ORGANIZED:*
New Jersey

REMITTANCE ADDRESS*

163 Schuyler Ave

Kearny, NJ 07032

BIDDER/PROPOSER'S AUTHORIZED REPRESENTATIVE'S TYPED FULL NAME*
Richard Verdiramo

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.*
Confirmed

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.*
Confirmed

PROPOSAL FORM*
Please download the below documents, complete, and upload.

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- Proposal_Form.docx

proposal_form.pdf

10. SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM STATEMENT IS SUBMITTED TO THE CITY OF HOLLYWOOD BY:*
(Print individual's name and title) (Print name of entity submitting sworn statement)

Richard Verdiramo

SWORN STATEMENT CONTINUATION:*
Enter business address:

163 Schuyler Avenue, Kearny, NJ 07032

SWORN STATEMENT CONTINUATION:*
Enter Federal Employer Identification Number (FEIN) is:

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

22-3392696

SWORN STATEMENT CONTINUATION:*
I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

yes

SWORN STATEMENT CONTINUATION:*

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I understand that “Affiliate,” as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime, or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Confirmed

SWORN STATEMENT CONTINUATION:*

I understand that “person,” as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity

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Confirmed

SWORN STATEMENT CONTINUATION:*
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

SWORN STATEMENT CONFIRMATION*
I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Confirmed

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Service Line Material Verification within Public R/W or Easement	1,200	EA	$165.00	$198,000.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
2	Concrete/Stamped Concrete Restoration and Necessary Repairs at Service Line Locations	1	SY	$175.00	$175.00
3	Asphalt Restoration and Necessary Repairs at Service Line Locations	1	SY	$95.00	$95.00
4	Grass Restoration and Necessary Repairs at Service Line Locations	1	SY	$45.00	$45.00
5	Pavers Restoration and Necessary Repairs at Service Line Locations	1	SY	$150.00	$150.00
6	Mobilization / General Requirements	1	LS	$5,950.00	$5,950.00
7	Demobilization / General Requirements	1	LS	$5,950.00	$5,950.00
Labor - Items Below Shall Only Be Used Per City's Request With Approval in Advance					
8	Project Manager	400	HR	$55.00	$22,000.00
9	Foreman	400	HR	$40.00	$16,000.00
10	Laborer	400	HR	$32.00	$12,800.00
Equipment Cost - Items Below Shall Only Be Used Per City's Request With Approval in Advance					
11	Ground Penetrating Radar	1	DAY	$2,000.00	$2,000.00
12	Miscellaneous Small Tools	1	DAY	$1,100.00	$1,100.00
Allowances					
13	Permitting Allowance (Please put $50,000.00)	1	LS	$50,000.00	$50,000.00
14	Consideration for Indemnification (Please put $10.00)	1	LS	$10.00	$10.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Miscellaneous Work Allowance / Contingency (Please put $100,000.00)	1	LS	$100,000.00	$100,000.00
TOTAL					**$414,275.00**

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Tab 1

Title Page

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

National Metering SERVICES, INC.

REQUEST FOR PROPOSALS

Lead and Copper Rule Revisions

(FY-2024 (RE-BID)

CITY OF Hollywood FLORIDA

Due Date:
Monday, November 6, 2023 at 3:00 p.m., EST

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

Tab 2

Submittal Checklist Form

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FORM 1

SUBMITTAL CHECKLIST FORM

The items below are required components of your solicitation response in order for your bid/proposal/submittal to be consider responsive and responsible. Please complete and submit this submittal checklist form as the cover page of your submittal with all of the items below in the order listed.

Please indicate Yes or No in the "Submitted (Yes/No)" column below to indicate which required components were provided with your submittal.

Submitted (Yes/No)	Required Bid Components
Yes	This Submittal Checklist Form completed and included as the cover page of your submittal.
Yes	A Table of Contents that clearly identifies each section and page number of your submittal.
No	Information and/or documentation that addresses and/or meets the requirements outlined in Section III – Scope of Work/Services, including any procedural or technical enhancements/innovations which do not materially deviate from the objectives or required content of the Scope of Work/Services.
	Forms (Completed) Form 1 Submittal Checklist Form* Form 2 Acknowledgement and Signature Page Form 3 Bid Form* Form 4 Vendor Reference Form* Form 5 Hold Harmless and Indemnity Clause Form 6 Non-Collusion Affidavit Form 7 Sworn Statement...Public Entity Crimes Form 8 Certifications Regarding Debarment... Form 9 Drug-Free Workplace Program Form 10 Solicitation, Giving, and Acceptance... Form 11 W-9 (Request for Taxpayer Identification) Form 12 Trench Safety Form Form 13 Bid Guaranty Form Form 14 List of Subcontractors Form 15 Information Required from Bidders Form 16 Proposal
Yes	Certificate(s) of insurance that meets the requirements of Section 2.17
Yes	Proof of State of Florida Sunbiz Registration

This checklist is only a guide, please read the entire solicitation to ensure that your submission includes all required information and documentation.

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Tab 3

Table of Contents

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Tab 4

Section III - Deviation

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National Metering
SERVICES, INC.
P.O. Box 491, 163 Schuyler Avenue
Kearny, New Jersey 07032
Phone: 201-246-1115 Fax: 201-246-1831
www.nmsnj.com

October 27, 2023

RE: LEAD AND COPPER RULE REVISIONS FY – 2024 (RE-BID)

Dear Sir or Madam:

National Metering Services, Inc. requires no deviation from the Scope of Work detailed in the bid documents.

We look forward to working with Homestead staff to make this project a success.

Sincerely,

National Metering Services, Inc.

Richard Verdiramo
Vice President

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Tab 5

Forms

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FORM 2

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): National Metering Services, Inc

If Corporation - Date Incorporated/Organized: 03/1995 Federal Tax Identification Number: 22-3392696

State Incorporated/Organized: New Jersey

Company Operating Address: 163 Schuyler Ave

City: Kearny State: NJ Zip Code: 07032

Remittance Address (if different from ordering address):

City: _____ State: _____ Zip Code: _____

Company Contact Person: William Castle Email Address: wcastle@nmsnj.com

Phone Number (include area code): 201-628-2850 Fax Number (include area code): 201-246-1831

Company's Internet Web Address: www.nmsnj.com

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: _____ Date: 10/27/23

Type or Print Name: Richard Verdiramo

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

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SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through BidSync, the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is OpenGov's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

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FORM 3

BID FORM

The City is seeking bids/proposals from qualified vendors for the items listed below in accordance with the terms, conditions, and specifications contained in this solicitation.

Estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Service Line Material Verification within Public R/W or Easement	1200	EA	$165.00	$198,000.00
2	Concrete/Stamped Concrete Restoration and Necessary Repairs at Service Line Locations	1	SY	$175.00	$175.00
3	Asphalt Restoration and Necessary Repairs at Service Line Locations	1	SY	$95.00	$95.00
4	Grass Restoration and Necessary Repairs at Service Line Locations	1	SY	$45.00	$45.00
5	Pavers Restoration and Necessary Repairs at Service Line Locations	1	SY	$150.00	$150.00
6	Mobilization / General Requirements	1	LS	$5,950.00	$5,950.00
7	Demobilization / General Requirements	1	LS	$5,950.00	$5,950.00
Labor - Items Below Shall Only Be Used Per City's Request With Approval in Advance					
8	Project Manager	400	HR	$55.00	$22,000.00
9	Foreman	400	HR	$40.00	$16,000.00
10	Laborer	400	HR	$32.00	$12,800.00
Equipment Cost - Items Below Shall Only Be Used Per City's Request With Approval in Advance					
11	Ground Penetrating Radar	1	DAY	$2,000.00	$2,000.00
12	Miscellaneous Small Tools	1	DAY	$1,100.00	$1,100.00
Allowances					
13	Permitting Allowance			$50,000	$50,000
14	Consideration for Indemnification			$10	$10
15	Miscellaneous Work Allowance / Contingency			$100,000	$100,000
GRAND TOTAL BID PRICE					$ 414,275.00
GRAND TOTAL BID PRICE (in words): Four Hundred Fourteen Thousand, Two hundred Seventy Five Dollars 00/100					

National Metering Services, Inc.
Company Name

, VP
Authorized Signature

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

Richard Verdiramo

Print Name

Vice President

Title

October 27, 2023

Date

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

FORM 4

VENDOR REFERENCE FORM

City of Hollywood Solicitation #: Lead and Copper Rule Revisions FY-2024 (Re-Bid)

Reference for: National Metering Services, Inc.

Organization/Firm Name providing reference: City of Margate Florida

Organization/Firm Contact Name: Marta Reczko Title: Assistant Director Utilities

Email: mreczko@margatefl.com Phone: 954-884-3632

Name of Referenced Project: Water Meter Change-out Contract No: 231317

Date Services were provided: 07/2023 - current Project Amount: $700,000.00

Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
City wide water meter replacement program. Old meter system being replaced with State of the Art Cellular Meter Reading System (AMI)

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
a. Responsive	☐	☐	☐	☐
b. Accuracy	☐	☐	☐	☐
c. Deliverables	☐	☐	☐	☐
Vendor's Organization:				
a. Staff expertise	☐	☐	☐	☐
b. Professionalism	☐	☐	☐	☐
c. Staff turnover	☐	☐	☐	☐
Timeliness/Cost Control of:				
a. Project	☐	☐	☐	☐
b. Deliverables	☐	☐	☐	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

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VENDOR REFERENCE FORM

City of Hollywood Solicitation #: Lead and Copper Rule Revisions FY-2024 (Re-Bid)

Reference for: National Metering Services, Inc.

Organization/Firm Name providing reference: City of Clermont Florida

Organization/Firm Contact Name: Larry Alcaide Title: Public Services, Distribution Chief

Email: lalcaide@clermontfl.org Phone: 352-241-0178

Name of Referenced Project: meter and backflow replacement Contract No: N/A

Date Services were provided: 3/23 - 6/23 Project Amount: $200,000.00

Referenced Vendor's role in Project: ☐ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Water meter, AMI and backflow replacement program as needed to address failures due to age

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
d. Responsive	☐	☐	☐	☐
e. Accuracy	☐	☐	☐	☐
f. Deliverables	☐	☐	☐	☐
Vendor's Organization:				
d. Staff expertise	☐	☐	☐	☐
e. Professionalism	☐	☐	☐	☐
f. Staff turnover	☐	☐	☐	☐
Timeliness/Cost Control of:				
c. Project	☐	☐	☐	☐
d. Deliverables	☐	☐	☐	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

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VENDOR REFERENCE FORM

City of Hollywood Solicitation #: Lead and Copper Rule Revisions FY-2024 (Re-Bid)

Reference for: National Metering Services, Inc.

Organization/Firm Name providing reference: Hillsborough County Public Utilities Administration

Organization/Firm Contact Name: Gary Hunter Title: Group Manager – Client Services

Email: hunterj@HCFLGov.net Phone: (813) 612-7725

Name of Referenced Project: AMI Meter Supply and Installation Contract No:

Date Services were provided: 1/20 thru 1/27 Project Amount: $20,000,000.00

Referenced Vendor's role in Project: ☒ Prime Vendor ☐ Subcontractor/ Subconsultant

Would you use the Vendor again? ☐ Yes ☐ No. Please specify in additional comments

Description of services provided by Vendor (provide additional sheet if necessary):
Installation of 50,000 AMI meters county wide

Please rate your experience with the Vendor	Need Improvement	Satisfactory	Excellent	Not Applicable
Vendor's Quality of Service				
g. Responsive	☐	☐	☐	☐
h. Accuracy	☐	☐	☐	☐
i. Deliverables	☐	☐	☐	☐
Vendor's Organization:				
g. Staff expertise	☐	☐	☐	☐
h. Professionalism	☐	☐	☐	☐
i. Staff turnover	☐	☐	☐	☐
Timeliness/Cost Control of:				
e. Project	☐	☐	☐	☐
f. Deliverables	☐	☐	☐	☐

Additional Comments (provide additional sheet if necessary):

****THIS SECTION FOR CITY USE ONLY****						
Verified via:	Email:	☐	Verbal:	☐	Mail:	☐
Verified by:	Name:				Title:	
	Department:				Date:	

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

FORM 5

HOLD HARMLESS AND INDEMNITY CLAUSE

National Metering Services, Inc ,

(Company Name and Authorized Signature, Print Name)

the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.



Signature

Richard Verdiramo

Printed Name

National Metering Services, Inc.

Name of Company

Vice President

Title

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FORM 6

NON-COLLUSION AFFIDAVIT

STATE OF: New Jersey

COUNTY OF: Hudson, being first duly sworn, deposes and says that:

(1) He/she is Vice President of National metering Services, Inc, the Proposer that has submitted the attached Proposal.

(2) He/she has been fully informed regarding the preparation and contents of the attached Proposal and of all pertinent circumstances regarding such Proposal;

(3) Such Proposal is genuine and is not a collusion or sham Proposal;

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature	Richard Verdiramo Printed Name
National Metering Services, Inc. Name of Company	Vice President Title

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FORM 7

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to the City of Hollywood by Richard Verdiramo for National Metering Services, Inc.
(Print individual's name and title) (Print name of entity submitting sworn statement) whose business address is 163 Schuyler Ave Kearny NJ 07032
and if applicable its Federal Employer Identification Number (FEIN) is 22-3392696 . If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

---

2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), Florida Statues, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime, or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that "person," as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_x_ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____, VP
(Signature)

Sworn to and subscribed before me this 27 day of October, 2023.

Personally known Richard Verdiramo

Or produced identification _____ Notary Public-State of New Jersey

_____ my commission expires 10/31/2027
(Type of identification)

Dolores A Bianchi
(Printed, typed or stamped commissioned name of notary public)

DOLORES A. BIANCHI
Notary Public - State of New Jersey
Commission # 50204174
My Comm. Expires Oct. 31, 2027

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

FORM 8

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

National Metering Services, Inc

163 Schuyler Ave Box 491

Kearny NJ 07032

Application Number and/or Project Name:

Lead and Copper Rule Revisions (LCRR) Service Line Inventory FY 2024 # 22-5145

Applicant IRS/Vendor Number: 22-3392696

Signature	Richard Verdiramo Printed Name
National Metering Services, Inc Name of Company	Vice President Title

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

FORM 9

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature	Richard Verdiramo Printed Name
National Metering Services, Inc Name of Company	Vice President Title

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

FORM 10

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate or terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Food or beverage,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements
Services provided by persons pursuant to a professional license or certificate.
Other personal services for which a fee is normally charged by the person providing the services.
Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Signature	Richard Verdiramo Printed Name
National Metering Services, Inc Name of Company	Vice President Title

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Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
National Metering Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
163 Schuyler Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Kearny, NJ 07032

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 2 - 3 3 9 2 6 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/6/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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FORM 12

TRENCH SAFETY

This form must be completed and signed by the Respondent.

Failure to complete this form may result in the solicitation being declared non-responsive.

Respondent acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The respondent by signing and submitting the solicitation is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards. The respondent further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance:

Method of Compliance	Cost

Total $ N/A

Respondent acknowledges that this cost is included in the applicable items of their submittal and in the Grand Total Solicitation Price. Failure to complete the above will result in the solicitation being declared non- responsive.

The Respondent is, and the Owner and Engineer are not, responsible to review or assess Respondent's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act." Respondent is, and the owner and Engineer are not, responsible to determine if any safety related standards apply to the project, including but not limited to, the "Trench Safety Act."

Witness Signature	Contractor's Signature
Dolores A. Bianchi	Richard Verdiramo
Witness Printed Name	Printed Name
163 Schuyler Ave., Kearny, NJ 07032	Vice President
Witness Address	Title
10-27-2023	October 27, 2023
Date	Date

- END OF SECTION -

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Form 13

Bid Guaranty Form

(Construction)

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:
That we National Metering Services, Inc., as Principal, and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Hollywood in the sum of _____ Five Percent (5%) of Amount Bid Dollars ($ xxx

of the United States, amounting to 5% of the total SOLICITATION Price, for the payment of said sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal has submitted the accompanying SOLICITATION, dated November 6 20 23 for Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024, 22-5145

SOLICITATION- IFB-126-23-JJ

NOW, THEREFORE, if the principal shall not withdraw said SOLICITATION within 90 days after date of the same and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY, in accordance with the SOLICITATION as accepted, and give bond with good and sufficient surety or sureties, and provide the necessary Insurance Certificates as may be required for the faithful performance and proper fulfillment of such Contract, then this obligation shall be null and void.

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WHEN THE PRINCIPAL IS A CORPORATION

Attest

Secretary

National Metering Services, Inc
Name of Corporation

163 Schuyler Ave.
Business Address

Kearny, NJ 07032

By: PRESIDENT
(Affix Corporate Seal)

NJ NMS 1995

WILLIAM CASTLE
Printed Name

PRESIDENT
Official Title

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JOHN CASTLE, certify that I am the secretary of the Corporation named as Principal in the attached bond; that WILLIAM CASTLE who signed the said bond on behalf of the Principal, was then PRESIDENT of said Corporation; that I know his signature, and his signature thereto is genuine and that said bond was duly signed, sealed and attested for and on behalf of said Corporation by authority of its governing body.

(SEAL)
Secretary

NJ NMS 1995

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Approved SOLICITATION Bond

TO BE EXECUTED BY CORPORATE SURETY:

Attest:

Secretary: Nicole Kaetzel
Witness

BY:
(Affix Corporate Seal)

The Ohio Casualty Insurance Company
Corporate Surety
401 Plymouth Rd., Suite 450
Business Address
Plymouth Meeting, PA 19462

Pamela Lipkin-Sauertig
Attorney-in-Fact
USI Insurance Services, LLC
180 Park Avenue, 1st Floor
Business Address
Florham Park, NJ 07932

Name of Local Agency

STATE OF FLORIDA

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Pamela Lipkin-Sauertig to me well known, who being by me first duly sworn upon oath says that he is the attorney-in-fact for the The Ohio Casualty Insurance Company and that the has been authorized by The Ohio Casualty Insurance Company to execute the forgoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.
Subscribed and sworn to before me this 6th day of Nov. 2023

Notary Public, State of New Jersey

My Commission Expires:

- END OF SECTION-

ROBYN ROST
Notary Public, State of New Jersey
My Commission Expires Apr 3, 2028

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Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201554 [illegible]

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael Cullen, Pamela B. Lipkin-Sauertig, Robyn Rost, Vicki Elizabeth Alfonso, all of the city of Florham Park, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of July 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of November, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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Liberty Mutual. SURETY

THE OHIO CASUALTY INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets

Cash and Bank Deposits	$381,391,653
*Bonds – U.S. Government	624,259,230
*Other Bonds	4,696,075,391
*Stocks	123,765,396
Real Estate	0
Agents' Balances or Uncollected Premiums	936,691,175
Accrued Interest and Rents	40,821,253
Other Admitted Assets	2,318,373,499
Total Admitted Assets	**$9,121,377,597**

Liabilities

Unearned Premiums		$1,621,337,313
Reserve for Claims and Claims Expense		4,472,582,937
Funds Held Under Reinsurance Treaties		0
Reserve for Dividends to Policyholders		220,687
Additional Statutory Reserve		0
Reserve for Commissions, Taxes and Other Liabilities		510,304,288
Total		**$6,604,445,225**
Special Surplus Funds	$31,311,376	
Capital Stock	4,500,000	
Paid in Surplus	738,183,897	
Unassigned Surplus	1,742,937,099	
Surplus to Policyholders		**2,516,932,372**
Total Liabilities and Surplus		**$9,121,377,597**

THE OHIO CASUALTY INSURANCE COMPANY 1919 NEW HAMPSHIRE

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

T A Mikolajewski

Assistant Secretary

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Form 14

LIST OF SUBCONTRACTORS

The Respondent shall list below the name and address of each Subcontractor who will perform work under this Contract, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Submittals, changes or substitutions will be allowed with written approval of the City of Hollywood. Subcontractors must be properly licensed.

	Work to be Performed	Subcontractor's Name / Address
1.	None to be Used	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		

NOTE: Attach additional sheets if required.

- END OF SECTION -

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FORM 15

INFORMATION REQUIRED FROM BIDDERS

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Name/Address: National Metering Services, Inc
   163 Schuyler Ave Box 491 Kearny NJ 07032

2. Contractor's Telephone Number: 201-628-2845
   and e-mail address: rverdiramo@nmsnj.com

3. Contractor's License (attach copy): See attached
   Primary Classification: Certified Underground and Utility Excavation Contractor
   Broward County License Number (attach copy): N/A

4. Number of years as a Contractor in construction work of the type involved in this Contract: 28 years

5. List the names and titles of all officers of Contractor's firm:
   William Castle, President
   Richard Verdiramo, Vice President
   John Castle, Secretary
   Steven Sanzari, Treasurer

6. Name of person who inspected site or proposed work for your firm:
   Name: no inspection performed
   Date of Inspection:

7. What is the last project of this nature you have completed?
   Veolia NJ Service Line Material in place survey - Kearny NJ

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8. Have you ever failed to complete work awarded to you; if so, where and why?

No

9. Name three individuals or corporations for which you have performed work and to which you refer:

Core & Main

Ferguson Industries

Neptune TG

10. List the following information concerning all contracts on hand as of the date of submission of this proposal (in case of co-venture, list the information for all coventures).

Name of Project	City	Total Contract Value	Contracted Date of Completion	% Completion to Date
Please see attached				

(Continue list on inset sheet, if necessary)

11. What equipment do you own that is available for the work?

Please see attached

12. What equipment will you purchase for the proposed work?

Tablets, basic hand tools, cameras, service vehicles - vans and pick up trucks

13. List at least three (3) similar projects completed within the last seven (7) years by the bidder and the proposed project manager. For purposes of this requirement, 'similar' projects shall be considered to include service line

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identification using hand-digging and ground penetrating radar. Current projects related to Lead and Copper Rule piping material identification requirements is preferred but not required. 'Similar' projects shall have been performed on public owned water service lines of various material types. Experience with data/inventory management is preferred. Include owner, project value, completion date, reference contact information and brief project description. The determination of whether a project is sufficiently similar shall be at the sole discretion of the City and the Engineer.

See attached

(Add sheets as requested.)

14. Name the Project Manager proposed for this project. Attach a copy of the project manager's resume.

Kelly Dever - attached

NOTE: If requested by CITY, the Bidder shall furnish a notarized financial statement, references and other information, sufficiently comprehensive to permit an appraisal of its current financial condition.

++ END OF SECTION

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FORM 16

PROPOSAL

TO THE MAYOR AND COMMISSIONERS
CITY OF HOLLYWOOD, FLORIDA

SUBMITTED 10/27/23

Dear Mayor and Commissioners:

The undersigned, as BIDDER, hereby declares that the only person or persons interested in the Proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a Bid or Proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The BIDDER further declares that he or she has examined the site of the Work and informed himself fully in regard to all conditions pertaining to the place where the Work is to be done; that he or she has examined the Drawings and Specifications for the Work and contractual documents relative thereto, including the Notice to Bidders, Instructions to Bidders, Proposal Bid Form, Form of Bid Bond, Form of Contract and Form of Performance Bond, General, Supplementary and Technical Specifications, Addenda, and Drawings, and has read all of the Provisions furnished prior to the opening of bids; and that he or she has satisfied themselves relative to the work to be performed.

The undersigned BIDDER has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other BIDDER of parties to this bid whatever.

If this Proposal is accepted, the undersigned BIDDER proposes and agrees to enter into and execute the Contract with the City of Hollywood, Florida, in the form of Contract specified; of which this Proposal, Instructions to Bidders, General Specifications, Supplementary Conditions and Drawings shall be made a part for the performance of Work described therein; to furnish the necessary bond equal to one hundred (100) percent of the total Contract base bid, the said bond being in the form of a Cash Bond or Surety Bond prepared on the applicable approved bond form furnished by the CITY; to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, supervision, labor and all means necessary to construct and complete the work specified in the Proposal and Contract and called for in the Drawings and in the manner specified; to commence Work on the effective date established in the "Notice to Proceed" from the ENGINEER; and to substantially complete 1200 service line locations in 12 months, and all service line locations in 365 days, or pay liquidated damages for each calendar day in excess thereof.

The BIDDER acknowledges receipt of the following addenda:

No. 1 Dated 10/30/2023
No. 2 Dated 11/6/2023
No. _____ Dated _____

And the undersigned agrees that in case of failure on his part to execute the said Contract and

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the Bond within ten (10) days after being presented with the prescribed Contract forms, the check or Bid Bond accompanying his bid, and the money payable thereon, shall be paid into the funds of the City of Hollywood, Florida, otherwise, the check or Bid Bond accompanying this Proposal shall be returned to the undersigned.

Attached hereto is a certified check on the

_____ Bank of _____

or approved Bid Bond for the sum of

_____ Dollars ($) according to the conditions under the Instructions to Bidders and provisions therein.

NOTE: If a Bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign Contracts on behalf of the corporation and corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign Contracts in behalf of the partnership; and if the Bidder is an individual, his signature shall be placed below; if a partnership, the names of the general partners.

WHEN THE BIDDER IS AN INDIVIDUAL:

_____
(Signature of Individual)

_____
(Printed Name of Individual)

_____
(Address)

****

WHEN THE BIDDER IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

_____
(Name of Firm)

_____
(Address)

_____(SEAL)
(Signature of Individual)

****

WHEN THE BIDDER IS A PARTNERSHIP:

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_____
(Name of Firm) A Partnership

_____
(Address)

By: _____
(SEAL)
(Partner)

Name and Address of all Partners:

_____

_____

****

WHEN THE BIDDER IS A JOINT VENTURE:

_____
(Correct Name of Corporation)

By: _____ (SEAL)
(Address)

_____
(Official Title)

As Joint Venture
(Corporate Seal)

Organized under the laws of the State of _____, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

****

WHEN THE BIDDER IS A CORPORATION:

National Metering Services, Inc.
(Correct Name of Corporation)

By: _____, VP
(SEAL) Richard Verdiramo, VP

Vice President
(Official Title)

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163 Schuyler Avenue, Kearny, NJ 07032
(Address of Corporation)

Organized under the laws of the State of New Jersey, and authorized by the law to make this bid and perform all Work and furnish materials and equipment required under the Contract Documents.

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS

National Metering Services, Inc.
(Name of Corporation)

RESOLVED that Richard Verdiramo
(Person Authorized to Sign)

Vice President of National Metering Services, Inc.
(Title) (Name of Corporation)

be authorized to sign and submit the Bid or Proposal of this corporation for the following project:

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory
22-5145
Bid No. IFB-082-23-JJ

The foregoing is a true and correct copy of the Resolution adopted by

National Metering Services, Inc. at a meeting of its Board of
(Name of Corporation)

Directors held on the 27 day of October, 20 23.

By: John Castle

Title: Secretary

(SEAL)

The above Resolution MUST BE COMPLETED if the Bidder is a Corporation.

- END OF SECTION -

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Tab 6

Certificate of Insurance – Evidence of Insurance

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Client#: 2006386 NATIONMET

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services - CL 180 Park Avenue Suite 103 Florham Park, NJ 07932	CONTACT NAME: Katlen M. Yesse PHONE (A/C, No, Ext): 973 965-3100 FAX (A/C, No): 610 537-2349 E-MAIL ADDRESS: katlen.yesse@usi.com
INSURED National Metering Services, Inc. 157-163 Schuyler Avenue Kearny, NJ 07032	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers Property Cas. Co. of America — 25674 INSURER B : Phoenix Insurance Company — 25623 INSURER C : Standard Security Life Ins. Co. of NY — 69078 INSURER D : Travelers Indemnity Company of CT — 25682 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	X	DTCO4W563523TIL23	04/14/2023	04/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Phys Damage	X	X	8104W5546802326G Comp/Coll Ded: PPT & Lt Truck Med Truck	04/14/2023 $1,000 $2,000	04/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	CUP4W56465A2326	04/14/2023	04/14/2024	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB4W5648702326G	04/14/2023	04/14/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	NY Disability			R99838000	01/01/2015	Continuous	Statutory Limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark D. [illegible]

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KMYCL

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Tab 7

Proof of State of Florida Sunbiz Registration

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Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Foreign Profit Corporation
NATIONAL METERING SERVICES, INC.

Filing Information

Document Number	F03000002137
FEI/EIN Number	22-3393696
Date Filed	04/29/2003
State	NJ
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/25/2021

Principal Address

163 SCHUYLER AVENUE
KEARNY, NJ 07032

Mailing Address

163 SCHUYLER AVENUE
KEARNY, NJ 07032

Changed: 02/21/2023

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 11/08/2021

Address Changed: 11/08/2021

Officer/Director Detail

Name & Address

Title President

CASTLE, WILLIAM
163 SCHUYLER AVENUE
KEARNY, NJ 07032

Title Director

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Castrovinci, Joseph
163 SCHUYLER AVENUE
KEARNY, NJ 07032

Annual Reports

Report Year	Filed Date
2021	01/25/2021
2022	01/27/2022
2023	02/21/2023

Document Images

02/21/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
11/08/2021 -- Reg. Agent Change	View image in PDF format
01/25/2021 -- REINSTATEMENT	View image in PDF format
06/17/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
03/21/2017 -- ANNUAL REPORT	View image in PDF format
01/21/2016 -- ANNUAL REPORT	View image in PDF format
02/24/2015 -- ANNUAL REPORT	View image in PDF format
01/24/2014 -- ANNUAL REPORT	View image in PDF format
05/02/2013 -- ANNUAL REPORT	View image in PDF format
01/31/2012 -- ANNUAL REPORT	View image in PDF format
02/17/2011 -- ANNUAL REPORT	View image in PDF format
10/05/2010 -- REINSTATEMENT	View image in PDF format
04/03/2009 -- ANNUAL REPORT	View image in PDF format
01/14/2008 -- ANNUAL REPORT	View image in PDF format
01/19/2007 -- ANNUAL REPORT	View image in PDF format
04/10/2006 -- ANNUAL REPORT	View image in PDF format
03/11/2005 -- REINSTATEMENT	View image in PDF format
04/29/2003 -- Foreign Profit	View image in PDF format

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Tab 8

Response

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National Metering SERVICES, INC.
163 Schuyler Avenue
P.O. Box 491
Kearny, New Jersey, 07032
1-888-448-0009
www.nmsnj.com

Lead and Copper Rule Revisions
FY-2024 (RE-BID)

Prepared for: CITY OF Hollywood FLORIDA

2600 Hollywood Blvd.
Hollywood, FL 33020

- Statement of Work
  - Executive Summary
  - Company Overview
  - Experience
  - Managing the Project
  - Installation Procedures
  - Worker and Public Safety
  - Customer Service
  - Data Management
  - Meter Testing
  - Warranty

Due: 11/6/2023 @ 3:00 pm

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Executive Summary

National Metering Services, Inc. was incorporated in 1995. Our president, William Castle, started his career early in the metering industry, when cutting-edge metering technology was introduced in the 1980s. He gained valuable experience as a meter installation technician for other meter installation companies. William was actively involved with manufacturer's agents trialing and piloting some of the most sophisticated meter systems of the early Automatic Meter Reading Systems (AMR) era, including encoded remote (touch read) and telephone read technology (Hands Off Meter Reading). William has managed several high profile and large turnkey projects before incorporating National Metering Services, Inc. (referenced as NMS), a premier meter installation and service company. National Metering Services, Inc. has emerged in the AMR market as a preferred sub-contract and service company to some of the industry giants. NMS has worked exclusively for Northrop Grumman IT, Northrop Grumman (NGC), Badger Meter Inc., Amco Elster (ABB), Neptune Meter, HD Supply and Sensus Metering Systems as well as a direct contracting source for utility customers.

NMS is a Preferred Installation Contractor for Neptune Technology Group, Veolia (f/k/a Suez NA) and American Water.

Company Overview and AMI Experience

National Metering Services, Inc., provides meter installation services for both municipal and private utilities throughout the United States. The projects we have provided services for are diverse in requirements and objectives. NMS has provided full turnkey packages, (supplying both product & services), labor only programs, provided customers with technical assistance in system selection and project planning, specification development with owners and engineers. While experienced in all utility meter types, water, gas and electric, our entrance into AMR market was in the water industry, in the Northeastern part of the US in the early 1980s. This area of the country proved to be the ideal training or proving ground for our firm's installation crews and customer service staff. Due to the extreme weather conditions in the winter, 90% of utility meters are located inside the customer's home to shelter the meter(s) from the effects of the cold. Because meters are located inside the homes, lock out conditions soon became realized when attempting to read meters by utilities. The results were, lost revenue due to limited actual reads and estimated bills. Employees of NMS are experienced with dealing directly with customers, scheduling appointments and providing a quality installation service.

National Metering Services, Inc. has partnered with large water utilities to provide services to municipalities as well as to their own water properties. Past and current partners include Suez (f/k/a United Water, Middlesex Water Company (MSEX), Aqua America NY and American Water Company. NMS has also partnered with meter manufacturers and distributors including Badger, Neptune, Sensus, Amco and Core & Main (f/k/a H.D Supply) and Ferguson Water Works (f/k/a Sunstate Meters.

National Metering Services, Inc. maintains a staff of more than 125 service professionals and support staff on several projects throughout the United States. Permanent offices are in Kearny New Jersey and Daytona Florida. NMS also currently maintains five permanent New Jersey field offices in Hackensack, Northvale, East Hanover, Metuchen

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and Cinnaminson. Other field offices are located along the east coast and in Florida as servicing current projects require.

Seeing demand for our AMR systems knowledge and meter installation and testing services, National Metering Services, Inc. opened an Office in Krakow, Poland. NMS Europe will supply, install and support Smart Metering Systems for Utilities in Poland and other Eastern European Countries.

For questions or inquiries regarding this response, please address them to:

William Castle, President
National Metering Services, Inc.
163 Schuyler Avenue
Box 491 Kearny NJ 07032
Phone: 201-246-1115 Fax: 201-246-1831
Email: wcastle@nmsnj.com

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The following Organizational Chart details proposed staff and description of duties. This chart does not represent the entire staff that would be assigned to the program. As meter quantities are increased and to accommodate project scheduling and material supplies, staffing is adjusted. NMS maintains a ratio of one (1) Lead Technician with one (1) Group Leader for every five (5) Installation Technicians.

Proposed Organizational Chart



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Project Coordinator – The Project Coordinator works with the Office and Warehouse Managers to insure that tasks are assigned to office staff, monitors customer service unit's interaction with customers, verifying work order information as entered by data processing unit, supervising work order preparation & customer notices, scheduling of mailings, tracking progress of project by area or route, scheduling follow-up mailings, time record keeping, payroll certification, invoice preparation, execution of required AIA forms. All Project Coordinators report directly to Executive Management regarding the status of a program, inventory, customer service, field reports etc.

Project Supervisor – The Project Supervisor monitors the activity of the field personnel and interacts with the Utility staff to schedule deliveries of new meter and radio transmitter from the Utility as well as the return of old meter and materials back to the Utility. The Project Supervisor monitors inventory and is available to respond to field emergencies when needed. The Project Supervisor conducts field surveys of commercial and industrial meters and all OSHA vaults. The Project Supervisor assists the Lead Technician and augments in the field when necessary. The Project Supervisor reports directly to the Project Coordinator.

Lead Technician – The Lead Technician is responsible for all interaction with the utility, ordering, cataloging and distribution of inventory materials, assigning and recovering work to & from installers daily. Progress meetings, customer concerns or callbacks, distribution of appointments and schedules, forwarding completed work orders to the data processing center, logging accounts that could not be installed (locked gates and dogs), keeping daily time records of installers hours. The Lead Technician reports directly to the Project Supervisor with daily reports and a weekly summary of installations, and project progress.

Group Leader – The Group Leader, is responsible for collection of old meters for testing, verifying exit readings of old meters, re-supply of equipment to installers in the field, provide assistance on difficult installations, survey large meter accounts, freeze service lines when shut down is not possible using existing valves, verify conditions when a unit cannot be installed as reported, locate and operate curb valves for shut down, cover appointments pending if an installer is delayed or has other issues.

Meter Installation Technician – Our Installation Technicians have several years of experience, installing gas meters. NMS has a very low employee turnover rate. Many of our Installers have been with the company over 5 years. The responsibilities of our Meter Installation Technicians are: providing meter installation service by appointment and by solicitation, logging pertinent data on installation order, final reading of meter and serial number confirmation, tagging removed meter with an address verification tag, testing of meter installation with manufacturers test equipment, checking for leaks after installation is complete, verifying service has been restored, updating account records if an account is missing or indicating why the unit cannot be installed as per request.

Data Entry Clerk/Customer Service Representative – Preparing customer notices & work orders from electronic data provided by the Utility, processing completed work orders, processing incomplete work orders by identifying the problem or violation and entering the data into the new customer database, processing meter certification test

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results and entering results into a comprehensive report, entering test results into the customer database.

Customer service is responsible for scheduling appointments for customers, verifying appointments the day before the scheduled appointment by calling the customer, scheduling appointments through our internet service (E-Appointments), processing daily routes for installers by appointment, processing meter certification data, preparing customized project reports for the Utility relating to project status, un-metered accounts, remaining accounts, violations, theft of service, leaks etc.

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William Castle
156 West Newell Ave
Rutherford, New Jersey 07070

PROFESSIONAL HIGHLIGHTS

Jun 1997-Current — National Metering Services, Inc. — Kearny, NJ
Principal/President
- Responsible for Operations
- Make presentations before City councils.
- Responsible for Bid Responses.
- Manage Larger projects.

Jul 1989-Jun 1997 — Automated Metering Services, Inc. — Ramsey, NJ
Vice President/General Manager
- Project manager for Newark, NJ meter installation project 93-96.
- Responsible for bidding projects and job preparation.
- Liaison between City and company management
- Attended monthly project meetings with City personnel

May 1986-Jun 1989 — Castle Installation Co. — Jersey CITY, NJ
Repair Technician/Manager
- Small meter installation manager.
- Assigned workloads to meter crews.
- Responsible for HOMER system for Hackensack Water Co. (Now United Water Resources)
- Managed crews for installation of over 100,000 meters in the HOMER project.

PROJECTS MANAGED

(Partial List)

Newark, NJ
East Orange, NJ
Jersey City, NJ
Harrington Park, NJ
West Caldwell, NJ
Duncansville, PA
Celebration, FL
Alpha, NJ
Elizabeth, NJ
Lyndhurst, NJ
City of Vineland, NJ
Verona, NJ
Kissimmee, FL

METER & INSTALLATION QUALIFICATIONS

- Managed the installation of over 250,000 residential water meters.
- Managed the installation of over 5,000 commercial water meters.
- Familiar with all aspects of plumbing.
- Specialist – Residential Meters
- Licensed Contractor for South Carolina
- Certified by Itron and MARS Water

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Peter H. Martin, P.E.
301 Horton Grove Rd.,
Fort Mill, SC 29715

SUMMARY: Twenty-five years experience managing water, sewer, and gas construction.
Two years in water utility distribution system management.
Seven years plant maintenance experience.

PROFESSIONAL EXPERIENCE:

2009 - Present **National Metering Services, Inc., Kearny, NJ**
Project Manager Crisfield MD Water Meter Upgrade and Large Diameter Meter Vault Installation Program. Managed and supervised crews installing residential water meters and commercials meters. Supervised and installed 14 large diameter meter vaults along the City/County line where interconnects were unmetered.
Prior to Crisfield MD project – Project Manager for Asheville NC meter upgrade. 25,000 units were installed and read with Hersey water meters and RF "HotRod" AMR.

2005-2009 REYNOLDS INLINER, LLC (f/k/a American Water Services), Ft. Lauderdale, FL. Business Unit Director. Started as Engineering Project Manager over capital improvement projects of water/sewer for Military Services Group, then became Business Unit Director for Southeast Region managing sewer rehabilitation business. Responsible for engineering, estimating and regional management of cured-in-place sewer lining operation for AL, GA, and TN. Transferred in 2008 to manage the South Florida region.

1999-2004 THE HALLEN CONSTRUCTION CO., INC., Island Park, NY
Asst. VP of Engineering and Project Manager – Special Projects.
Responsible for engineering, estimating, and project management for a contractor performing gas distribution system maintenance and gas pipeline installation. Projects include: installation of 18,000lf of 26" steel gas main in Long Island, NY; 10-million-dollar natural gas metering and regulating station for a gas transmission pipeline connecting to Con Edison in the Bronx, NY.

1995-1999 MIDDLESEX WATER CO., Iselin, NJ
Employed as Director of Distribution/Maintenance for an investor owned public water utility. Responsible for the supervision of the maintenance of the water distribution system serving over 57,000 customers with 600 miles of water mains. Staff included 28 people in distribution maintenance, 5 in transportation maintenance and 3 office personnel.

1975-1980 TEXACO, INC., Westville, NJ
Plant Support Engineer for the Petrochemical Department. Responsible for design and cost estimating for non-routine maintenance and process unit shutdown projects.

EDUCATION AND LICENSES:

Lehigh University, 1975, B.S. Civil Engineering, Licensed Professional Engineer in New Jersey-active and Alabama-inactive.
Certified Underground Utility and Excavation Contractor FL – License Number CUC1224998

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Thomas Mitchell
24 Malibu Drive
Eaton City, N.J 07724

PROFESSIONAL HIGHLIGHTS

Jul 2005 – Current | National Metering Services, Inc. | Kearny, NJ

Southern District Project Manager

- Project Manager for the first full scale Sensus fixed network.
- Lead tech Large meters in Corpus Christi TX.
- Managed several large installation contracts in Florida.
- Attended monthly project meetings with city personnel

Mar 1986 – Jul 2005 | TJM Builders. | Lincroft, NJ

Owner

- New construction builder.
- Assigned workloads to sub contractors.
- Installed pre-fabricated houses.
- Managed a total of eight full time employees.

Sep 1980 – Mar 1986 | Jersey Central Power & Light. | Oyster Creek

Lead Technician

- Responsible for creating dept. of five employees'.
- Advisor to the NRC three Mile Island.
- Calibration of Radiation detection equipment.
- Attended monthly planning meetings with upper management

Feb 1978 – Jun 1980 | I.B.M | Fishkill, N.Y

Electro-mechanical

- Repaired Electronics, Hydraulics & Pneumatics.
- Repaired Control Systems.
- Attended school.

EDUCATION

1974 -1978 | Christian Brothers Academy High School | Lincroft, N.J

Sep 1976 – Jun 1978 | Devry Technical School. | Woodbridge, N.J

Electronics

- Electronics Degree

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STEPHEN A. SANZARI

2180 Center Avenue, Apt 2E
Fort Lee NJ 07024
(201) 592-0752
Sanz1353@aol.com
Cell # 201-755-4382

OBJECTIVE: My objective is to secure a position with a growing company with involvement in the utility field.

FIELDS OF EXPERTISE

- Water Meter Installation, Repair and Replacement
- Meter Reading
- Customer Service
- Remote and Radio Frequency Reading Systems
- Leak Detection

EXPERIENCE

- Ongoing-Project Manager for large meter replacements for United Water New York. Replacing 3" thru 8" water meters. 60 meters each year.
- Ongoing- Project Manager for water meter upgrade project for United Water New Rochelle. Installing 5000 R900 endpoints
- Ongoing- Replacing 7000 small water meters for United Water New York.
- 2014 – Present. Project Coordinator for Greenburg NY meter replacement project. 10,000-meter replacements 5/8 thru 10" installing the Neptune R450 Fixed Network System along with Collectors.
- 2013-2014 Project Manager for United Water Bayonne. Replacing 12,000 meters and installing the Aclara Fixed Network meter reading system.

2012 – Present — Vice President of National Metering Services Inc.

2008-2010 — Manager – Meter department of United Water New Jersey.

2004- 2007 — Supervisor – HOMER; United Water New Jersey, Hackensack, NJ
Responsible for replacement of failing HOMER meter reading system with Neptune R900 RF system Installed 126,287 RF's; Replaced 99,714 water meters. 5/8 thru 8"
Managed replacement of aged meters 3" and larger for Hoboken Water Services.

1993-2004 — Project Manager United Metering

New York City DEP, NY
- Repair and Replace contract for over 10,000 meters 3/4" to 10" in the five boroughs of New York including meter testing and data logging.

Briarcliff Manor, NY
- Replacement of 2,700 meters with Neptune RF system.

Albany, NY
- Replacement of 26,000 meter with Badger Trace System.

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Wilmington, Delaware
- Started 5-year project to replace 27,000 meter and upgrade to AMCO/ITRON RF reading system.

Philadelphia, PA
- 90K meter replacements with Sensus/ITRON Radio Read system.

United Water Rahway
- Replacement of 7,000 5/8"-10" meters with upgrades to reading Neptune Pro-read remote system

New York City, NY
- Responsible for 175,000 new meter installations and replacements in Brooklyn, Queens and Staten Island. I managed four installation teams totaling 30 technicians and four supervisors including an office staff of four.

Pottstown, PA
- Responsible for 9,000-meter replacements including fire meters. I supervised 10 installers and 1 foreman while working closely with the local utility to maintain maximum performance.

Ridgewood, NJ – 1997-1998
- Project Manager for 20,000-meter replacements. Included the installation of an automatic meter reading system. Responsible for 12 installers and 1 foreman and 2 office clerks. Worked closely with local utility and governing officials to achieve maximum completion.

Deptford, NJ – 1998-1999
- Project Manager for 7,000-meter replacements including meter relocations from outside pit to inside the building. Work included the installation of an automatic reading system as well as radio read (RF). Responsible for 10 installers and 1 foreman. Worked closely with the local utility to achieve maximum completion.

Garfield, NJ – 1999-2000
- Project Manager for 6,000-meter replacements including 5/8"to 4" meters. Responsible for 10 installers and 1 foreman. Worked closely with local utility and city engineer to achieve maximum completion.

Wall Township, NJ – 1999-2000

- Project Manager for the meter reading of 9,000 accounts for United Water New Jersey. Meters were read each quarter with Schlumberger Hand Held Units and then uploaded to customer service for billing. Responsible for 4-meter readers.

United Water Toms River, NJ – 1998-2002
- Project Manager for the annual replacement of 4,000 meters ranging from 5/8" to 2". Replaced Rockwell meters with Neptune ProRead.

United Water Jersey City, NJ – 2000-2004
- Project Manager for meter replacement of over 24,000 5/8"-10" meters and remotes. Worked closely with JCMUA and UWJC.

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PROFESSIONAL AFFILIATIONS:

South Jersey Water Superintendents Association

REGISTRATIONS AND CERTIFICATIONS:

Management Skills for First Line Supervisors, NJ 1989
Confined Space Training, OSHA29 CFR1910.146 NJ 1995
How to Take Accurate Physical Inventory, NJ 1994
Front Line Leadership Program 2009

EDUCATION:

Saint Peters College, Englewood Cliffs, NJ; 1971-1973
Bergen Community College 1991

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Kelly B. Dever

4640 N.E. 105TH Place
Anthony, FL 32617
407-461-1527 cell phone
386-937-2571 work phone
kdever@nmsnj.com

QUALIFICATIONS:

Numerous years of experience within a management and production field. Knowledgeable with ISO as well as GMA. Skilled in quality control. Possesses the ability to learn and adapt easily. Strong long-term employment history.

EDUCATION:

1992 -- High School Diploma
Bobcat Boot Camp
Forklift Certified
Fred Pryor Management Training

EMPLOYMENT:

2006-Present - National Metering Services Inc.
Project Manager/Field Foreman
Nationwide deployment

Commercial and residential water meter replacement. Responsible for hiring, training, and termination of all new meter installers working under my supervision. Skilled in all levels of plumbing repairs and on-site fabrications of new parts. Work hand in hand with city and water department officials. Projects completed: Florida- Apopka, Deland, and Crescent City. Alabama- Fairhope and Talladega. Texas- Corpus Christi and Lufkin.

2005-2006 - Honeywell Meter Services/Manpower
FL-Statewide

Contracted to work through Progress Energy, Florida. Performance based position retrofitting electric usage meter with new digital, remotely read meters. Selected for special training on Poly-phase industrial meter change outs. Hand-picked to complete a special project with Florida Power in Ft. Lauderdale. Required to change out defective meters and inspect electric systems for possible tampering. When that project was completed, I moved back to Progress Energy to complete their project. I replaced 20,000 meters in one year. Completion date of July 11, 2006.

2000-2005 - Asheville Waste Paper
Plant Manager
Asheville, NC

Responsible for entire operation of facility. Supervision of truck drivers, equipment operators, and manual workers. Duties included but not limited to: daily operations, operating and maintaining three different balers, loading and unloading of trucks and railcars, and repairing conveyors belts, balers, and equipment.

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1994-2000 - Southeast Paper Manufacturing Co.
Lead Operator, Production Supervisor
Gainesville, FL

My official title with Southeast was Lead Operator. There were several different subtitles within that position. I started with the company as an Equipment Operator. Responsibilities: pre/post maintenance on machines, loading and unloading of trucks, loading conveyors with various materials for sorting crews. I was promoted to Lead Operator/ Production Supervisor in less than a year. Responsibilities: opening and closing plant daily, supervising on average seventeen employees, - operating, maintaining and repairing all equipment on premises, - daily processing and shipping of different commodities, - hiring, terminating, and training of all new employees. With the promotion to Lead Operator, I was also expected to serve as the Safety Manager. I was responsible for conducting safety meetings and inspections per company regulations. I was also responsible for conducting daily safety audits to prepare for OSHA inspections. Trained in various OSHA regulations, Blood-Borne Pathogens, CPR, and First Aid. As the company expanded with a roll-off and front loader route, I obtained my CDL license to also serve as the Truck Driver. Responsibilities: scheduling and organizing routes, customer service and servicing all routes, and pre/post maintenance on trucks. My time spent as Lead Operator gave me excellent problem solving and decision-making skills. Due to my daily handling of repairs on balers, loaders, forklifts, and conveyors, I have an excellent working knowledge and experience with mechanical and hydraulic systems.

1993-1994 - Browning Ferris Industries
Dispatcher
Gainesville, FL

Started with company in an entry level position. Quickly promoted to the dispatching position. Responsible for dispatching over sixty trucks and over one hundred employees on those trucks.

References available upon request.

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Managing the Contract

National Metering Services, Inc. has an unblemished record for conducting business in a timely, efficient and courteous manner. All personnel are proficient, motivated, well trained and highly experienced in their field, whether administrative or technical.

This project will always be staffed with a qualified manager of National Metering Services to supervise this project. The manager will always be available via cellular telephone for emergencies as a result related to meter installation services.

To complete this project in the time allotted, attention will be paid to the timing and distribution of notifications.

NMS recommends that all notices produced by the Utility announcing the project should include National Metering Services, Inc.'s website - www.nmsnj.com. National Metering Services, Inc. provides our website on all customer correspondences, so customers can gain access to additional information about the project in their community and get product data or general information. A webpage dedicated to this project is created and provides customers with project information, samples of uniforms and a statement of work to be performed.

Customer service hours are Monday through Friday 8:00 am to 5:00 pm. Installation hours are Monday through Friday 8:00 am to 5:00 pm.

National Metering Services, Inc. will do the following immediately upon receipt of the Notice to Proceed:

- ✓ Acquire adequate office and storage space to meet contract requirements
- ✓ Install local telephone service and fax machine
- ✓ Install computer system
- ✓ Meet with the Human Resource Manager about local resource pool
- ✓ Conduct background investigation if any candidates are selected for support services
- ✓ Prepare customer notifications

During our regular office hours, 8:00 a.m. to 5:00 p.m., office personnel will handle all customer telephone calls. If for some reason, customer service cannot handle a customer's request, the office manager will personally speak with the customer and resolve the situation. After regular office hours an emergency telephone number is provided through our answering service.

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AMR RF Unit Installation Procedure

NMS will mail post cards to the Utility water customers, announcing the project and detailing the work to be done. The following steps are required to successfully replace a water meter or connect to AMR:

1. Installation technician arrives for meter replacement by appointment or through canvassing
2. Technician examines existing conditions of meter setting and takes pre-installation digital photo - **B**efore
3. Technician shuts main valve - and takes a photo of the meter **R**eading and jumps the meter with grounding cables
4. Technician replaces existing meter with a new meter and radio unit and restores water to the property and checks for leaks. Once the installation is cleared for leaks the Technician takes an **A**fter-installation photo


Meter Change Order

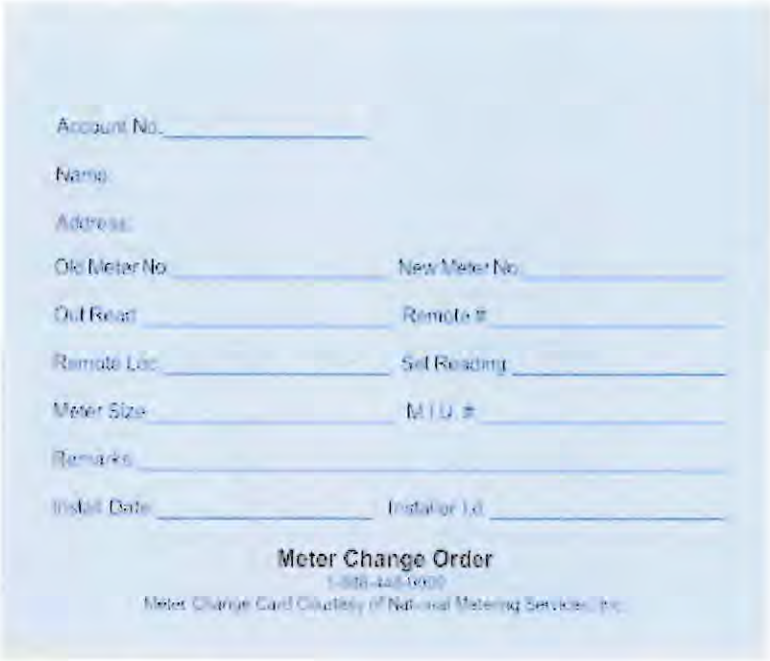
5. Technician identifies location where to drill hole and run wire. Holes are drilled on an upward angle and caulked when work is complete.
6. Technician routes wire through the hole and secures wire to joists, following pipes or existing wire runs and wires register terminals following the manufacturers color code.
7. Technician programs MIU or meter register with Manufactures authorized equipment.
8. Technician cleans work area removing all installation related debris and takes the post installation digital photo of the **M**ounted radio unit or in the case of and integral RF unit a photo of the exterior of the home. Photo sequence **B.R.A.M.**
9. Technician completes meter change work order indicating the following: customer account number, read sequence, install date, meter size & type, new meter serial number, new MIU serial number, reading on old meter.
10. Technician tags the old meter with address, out read, date and Tech ID number.

*Note – drilling and running wire is not required for all AMR/AMI metering systems. Some meter manufacturers provide for remote mounting of the radio equipment while others have the product contained in their meter register.

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The following steps are required to successfully replace a water meter to AMR in a meter box application:

1. Installation technician arrives for meter replacement
2. Technician examines existing conditions of meter setting and takes pre-installation digital photo
3. Technician clears debris (sand, dirt) from meter box and/or de-waters meter pit as required
4. Technician shuts main valve
5. Technician replaces existing meter with a new meter and radio unit.


Account No.
Name
Address
Old Meter No. New Meter No.
Out Read Remote #
Remote Loc Set Reading
Meter Size M I U #
Remarks
Install Date Installer I.d
Meter Change Order

6. Technician restores water and checks for leak and verifies that there is a watertight seal at the meter fittings.
7. Technician mounts pit receptacle to meter pit lid
8. Technician programs MIU with Manufactures authorized equipment (supplied by NMS) and enters the data into the electronic format and paper work order
9. Technician cleans work area and takes the post installation digital photo
10. Technician completes meter change work order indicating the following: customer account number, read sequence, install date, meter size & type, new meter serial number, new MIU serial number, reading on old meter. Technician purges the water lines from the outside hose spigot (if available).
11. Technician informs the customer of the successful installation. In the event the customer was not home during the installation a Flush the Water line notice will be left at the property.

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Pre-approved Schedule

The Utility will be provided with a schedule of work from NMS which will contain proposed site locations and timetables prior to the commencement of any work. To reduce the possibility of interfering with meter reading schedules, the schedule will be updated monthly and submitted to the Utility for discussion and approval. The schedule will be in a sequence approved by the Utility.

Installation

Scheduling will be done to minimize interference with ongoing meter reading and billing schedules.

NMS will assist the Utility in developing a written notice to residents to be mailed in advance of the work commencing and explaining the purpose of the contact. NMS will create a webpage detailing the Meter Modernization Project. NMS will reciprocate web links with the Utility. All printed material provided by NMS to customers will be pre-approved by the Utility and will provide our web address and toll-free numbers. Customers may obtain additional program information by calling us or visiting the web. Below is an example of the mailer. The following three pages are examples of additional project advertisement material and appointment scheduling tools offered in our proposal.

National Metering Services, Inc.

Contractors for the Utility

Please be advised that to improve the quality and reliability of service to our customers, the Utility Water has contracted National Metering Services, Inc. to install new water meters. The new meters are being installed at no cost to you. The water meter is located inside of your home and access to your home is required. All meters will be upgraded or replaced without exception. Technicians from National Metering Services will be installing meters in your area during the next three weeks. All installers are always required to have I.D. displayed and to be in uniform. Installers from National Metering Services, Inc. will be soliciting door to door replacing or upgrading meters. If you are not home when the installer arrives, you will be left a notice to call toll free and schedule an appointment. Upon receipt of this notice you may call to schedule an appointment or schedule an appointment thorough the NMS web site.
Thank you for your cooperation.

For more project information visit www.nmsnj.com or call 1-888-448-0009 to schedule an appointment.

Thank you for your cooperation.

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Installation

All installation work will be carried out in a first class and professional manner. All holes to the outside remote RF unit will be sealed with clear silicone caulking to prevent water or insect intrusion into the home. All wiring will be run parallel on headers and joists, fastened with the appropriate wire holding staples, wire ties or electrical tape. Holes drilled for wiring will be from the outside in slightly on an upward angle. Meters replaced will have the old gaskets removed and new ones installed. The meter register and RF unit will be wired following the manufacturers color codes or wiring guide. The RF unit will be activated using the manufacturer's tool for programming, installation or alerting. Meter replacement data will be electronically captured during the installation process and uploaded "Live" to the NMS database with all installation photos and data with our **Field Service Installation Tool**. The **NMS Customer Portal** provides the Water Utility with "Live" updates from the field as meters are installed. All meter installation data can be reviewed. The installation data is not available for download into the Water Utility 's network until the data is confirmed by NMS Customer Service.

Water Utility Staff can also monitor the progress of the project via our portal and track the following: Appointments scheduled, Appointment dates, Customer Refusals, Bad Plumbing, Customer Mailing (notices) dates, meter testing, and if applicable **Live Reads** coming in from the DCU and linked to the appropriate account. The **NMS Customer Portal** is a secure web based and runs independent of the meter reading and billing software the Water Utility utilizes. NMS IT provides access credentials to Water Utility Staff working on the program and authorized by Water Utility Management. Samples of the **Customer Portal**, and **Field Service Installation Tool** can be found in the Data integration and IT section of our proposal.

All meters replaced will be tagged with the account information, date and badge number of the installer. If requested and the Utility opts to avail itself of Certified Meter Testing, the old meter will be sent to NMS' Certified Meter Testing Facility located in Kearny NJ for exit testing. The exit test data will provide critical meter performance data for the old meter vs the new meter. This data will be appended to the customer account where the meter was removed from service. This data will assist in calculating water losses through under registration of the meter, assist in the Return on Investment calculation or the data can be used to identify water losses within the system.

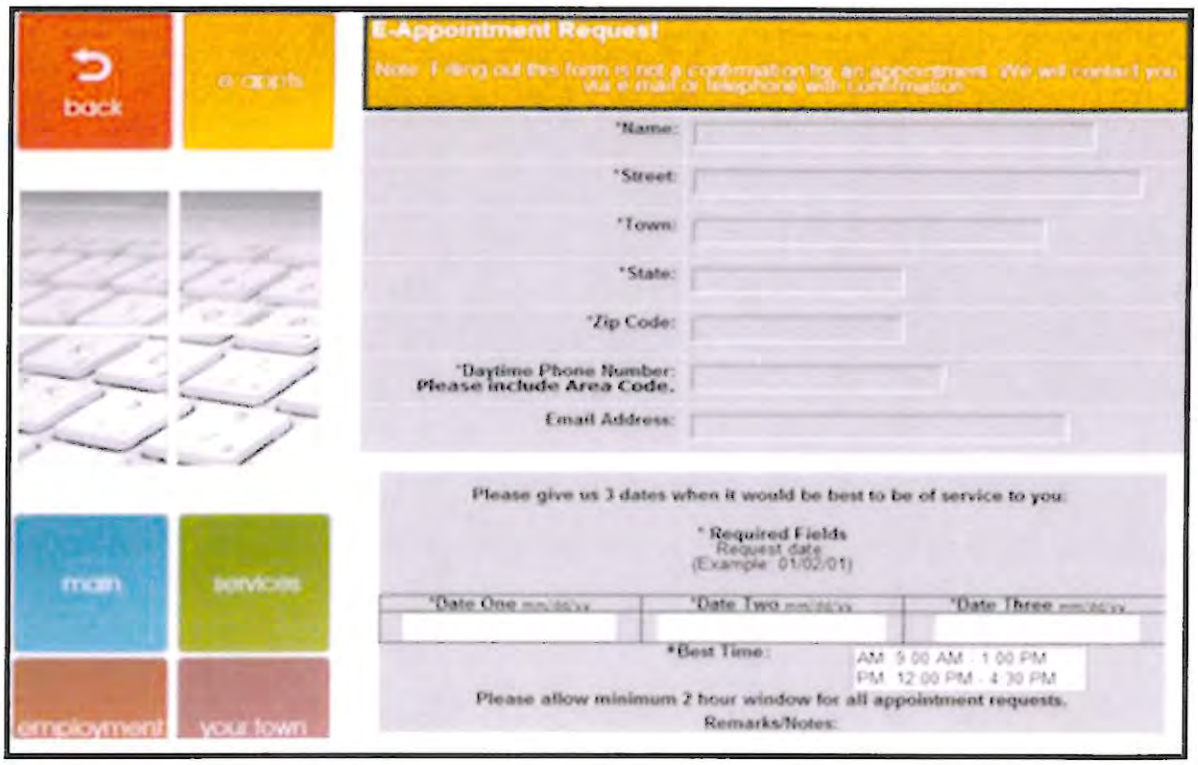
NMS is a Preferred Installation Contractor for United Water/Suez, American Water, Middlesex Water and Tide Water Utilities. NMS also provides meter exit testing services to these private utilities as part of their water accounting compliance requirements to the Board of Public Utilities or the New York State Department of Public Service. National Metering Services, Inc. also has reciprocal tank and bench certifications from other states. We included this as an optional service in our proposal to the Utility.

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National Metering Services, Inc., provides a navigation friendly web page, for the Utility customers to access.

National Metering Services, Inc. also utilizes our website as a customer service tool. We strive to make the meter exchange or upgrade a cooperative and an accomadating experience for the customer.

Sample: E- Appointment Request Form @ www.nmsnj.com



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Customer Service Unit

National Metering Services, Inc. provides a full time, fully staffed, customer service unit. We maintain sufficient phone lines to handle large volumes of calls during peak periods. The phone system that is employed utilizes a hunt or "rolling" system where customer calls are routed to the next open or available phone line. This prevents customers from receiving a busy signal or message to please call later. All efforts are made to keep wait or holding times to less than one minute. Should a customer be placed on hold for any reason our automatic customer service messaging system advises customers of services available, internet appointment scheduling, and information required to assist us in scheduling their appointment.



Appointments are scheduled to be within a two hour window and special appointment times are provided to customers requesting a specific or exact time. Special needs appointments will be treated on a case by case basis.

Customers who schedule appointments are called 24 hours prior to the scheduled appointment for confirmation and as a courtesy reminder.



Customer Service staff are in direct radio or cell phone contact with Field Services and can direct technicians to customers requiring immediate attention or for any urgent call.

Photos of final reads are immediately accessable to Customer Service after upload, via our internet based digital photo recovery system. This tool serves as an important means of verifying an exit reading prior to a meter retrofit or replacement.

All customers will be direct mailed notices of the meter upgrade. Approximate dates crews will be working in their respective neighborhoods will be provided with additional project information, contact information and our internet address with instructions on obtaining additional information about the upgrade program, NMS, and the equipment being used.

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Data Preparation, Data Entry and Information Technology (IT)

With the customer account information provided by the Utility, National Metering Services, Inc. will create a new customer database, and generate workorders. Customer data is cleansed and processed into our custom SQL Based Data Management Program – Basic Accounting Billing utility (BABU). Once integrated into BABU, NMS IT staff create workorders, mailing list, customer notices and the meter installation database. NMS also utilizes the power of the BABU System to track inventory by size, type, application, new meter test data and stock quantities. This data is sent to us by the meter manufacturer once meters are shipped from the factory. NMS creates a format where the information is printed in both analog characters and in barcode on the work order. The barcode customer information speeds data entry and processing while reducing critical errors in the new and old data being uploaded into the Utility's customer database. All new meter information is scanned into the database for the appropriate account. Data is posted "live" as entered into the Customer Portal. Once in the Customer Portal it can be reviewed individually as needed by Town Staff or downloaded in batches into Utility's billing program software.

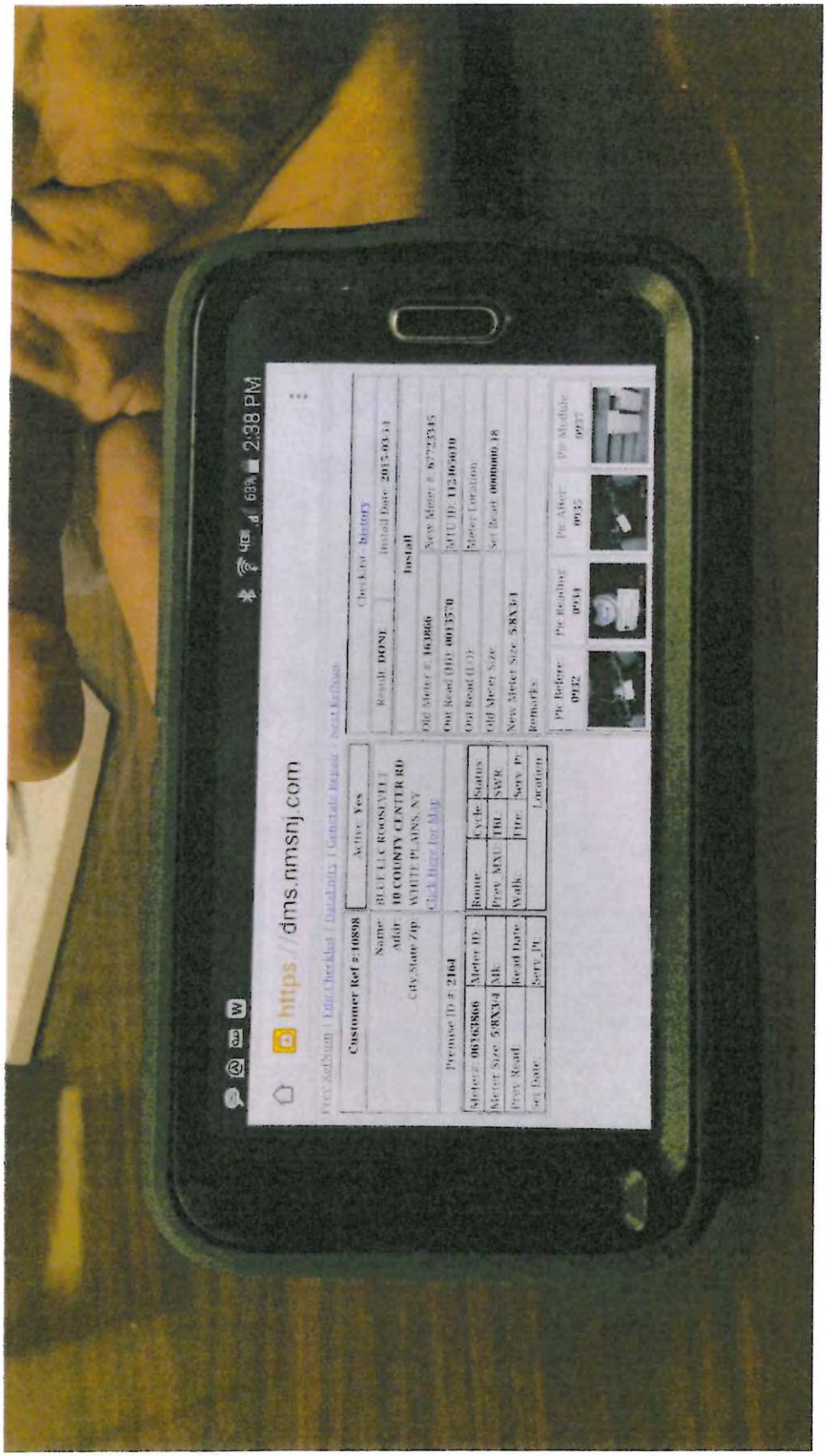


*Note your billing company may charge to interface with the Customer Portal Download feature. Utilizing the Customer Portal Download feature will prevent Utility staff having to re-enter all of the meter replacement data manually, and will reduce labor costs and data entry errors.

NMS Field Services records all new meter information at the installation location, out meter data and final meter reading. Field Services also confirms current Utility customer data, such as meter size, type and serial number while at the service address. Any descrepencies in the data such as mismatching meter numbers are logged on the work order and confirmed before being entered into the database. Items as identified are logged into a report and a copy forwarded to the Utility clarification or confirmation as required.

All completed meter information data is processed and entered into our central database at our main processing facility in Kearny, NJ. Regular electronic updates will be available directly to the Utility on a daily basis through the Customer Portal.

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Sample of the Field Service Installation Tool

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Sample Field Service Tool Data Entry Screen

National

Edit Workorder | CARD

Customer Ref #:100	Active: Yes
Name BARRERA, ALBA ELVIA Addr 805 ABETO CIR CSZ EAGLE PASS, TX 78852	1*
Route: 04 Book: 27	Acct = 27-4700-00

Install	
Repair Date:	2*
Tech ID: 776	
Tech2 ID:	
Time In:	
Time Out:	
Inf Card:	
Parts:	
Pic WO Card: Choose File No file chosen	

Proceed to Review

1) **Customer information block** – Water service customer[WSC] information (source data provided by utility)

2) **Install block (CARD) –** Additional supporting installation information, contains fields necessary for documenting repairs, technician company ID's, installation start/end time, infrastructure support with parts used detail and a support picture of the paper workorder filled out by the technician.

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Sample Field Service Tool Data Entry Screen Updated Complete



mobile.nmsnj.com

babu³

Mobile Workorder |

Customer Ref #:100	Active: **Yes**
Name: Addr: City,State Zip:	BARRERA, ALBA ELVIA **805 ABETO CIR** EAGLE PASS, TX 78852
Route: **04** | Book: **27**	Acct #: **27-4700-00**

Meter#: **8666**	Meter ID: **8666**	Parcel:	Class:	Status: **Active**	
Meter Size: **5/8**	Mk: **SENSUS**	Prev_MXU:	TBL:	SWR: **00001.000**	
Prev Read: **2922**	Read Date:	Walk: **4700**	Fire:	Serv_Pt: **W**	
Set Date: **2002-09-19**	Serv_Pt: **W**			Location:	

Checklist - history

Result: **DONE**	Install Date: **2015-02-04**

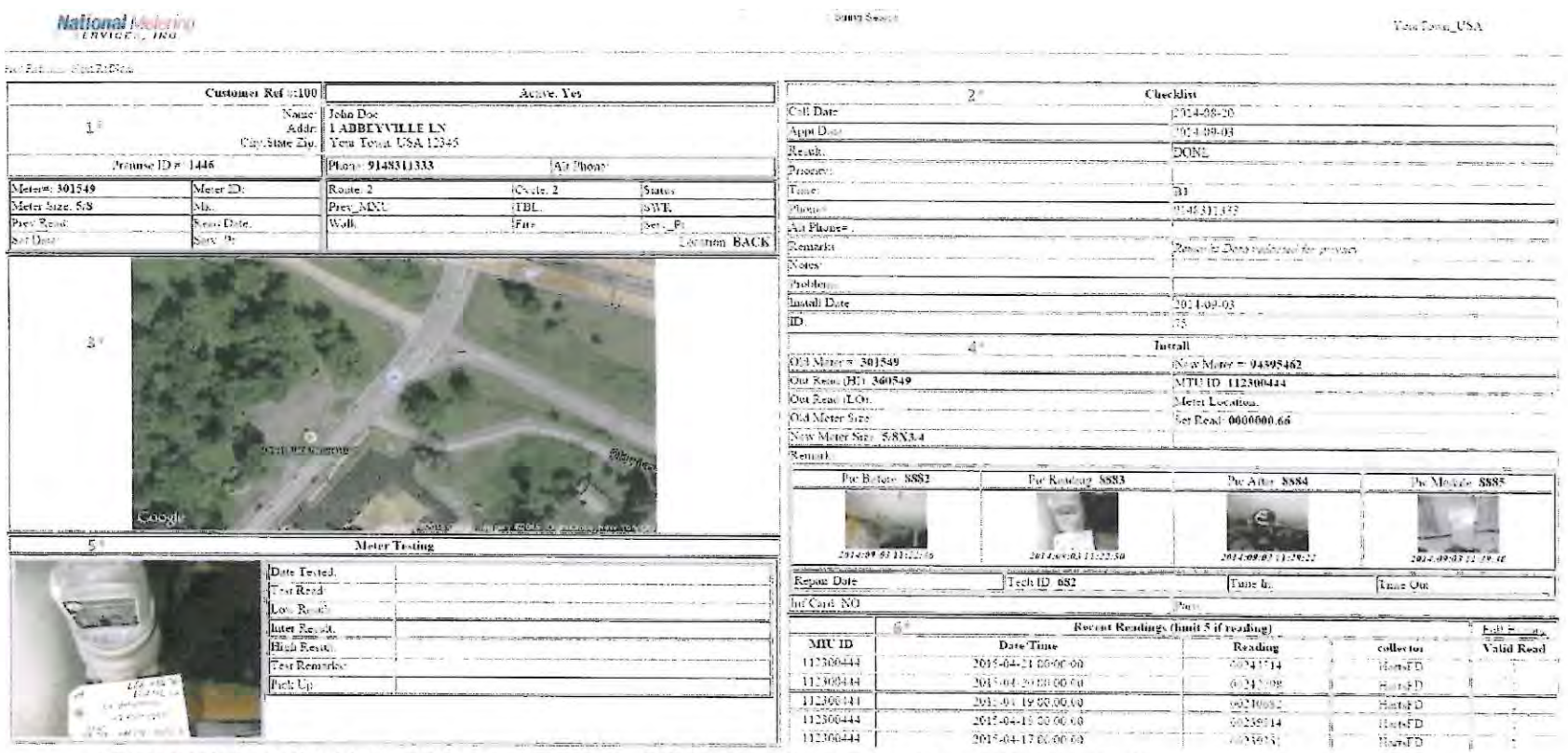
Install

Old Meter #:	New Meter #:
Out Read (HI):	New Register #:
Out Read (LO):	MTU ID:
Old Meter Size:	Meter Location:
New Meter Size:	Set Read:
Remarks:	

Pic Before:	Pic Reading:	Pic After:	Pic Module:	Pic House: 4479
				
2014:02:04 13:31:12	*2014:02:04 13:31:18*	*2014:02:04 13:39:52*	*2014:02:04 13:40:07*	*2014:02:04 13:31:23*

Repair Date: **0000-00-00**	Tech ID: **776**	Tech2 ID:	Time In:	Time Out:
Inf Card:	Parts:			

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1) **Customer information block** – Water service customer[WSC] information (source data provided by utility)

2) **Checklist –** Queries the status of a WSC (Appointment, Completed, Not Updated, Problem, etc.) including appointment & installation dates and appointment times.

3) **Map –** GPS coordinates plotted on a Google map for a WSC address.

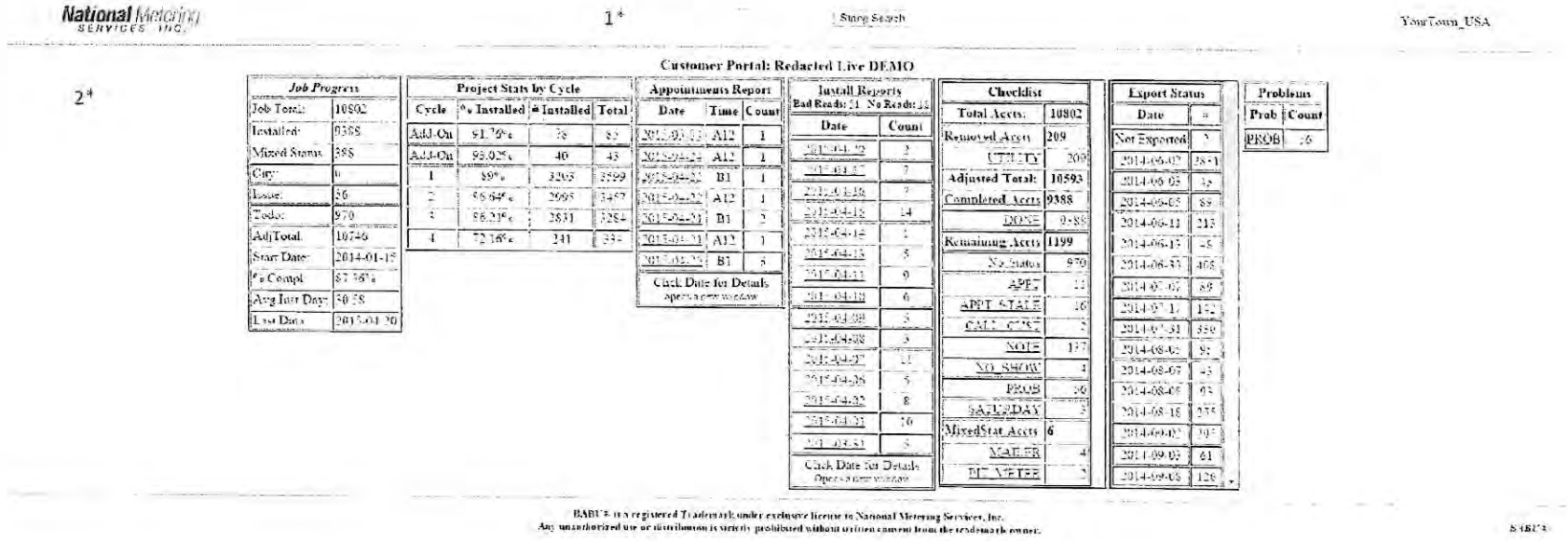
4) **Install –** WSC Exit Meter Information and New Meter installation data, including photos (Before, After, Reading, Module) and individual photo EXIF date/time

5) **Meter Testing –** WSC Exit meter testing data.

6) **Recent Reads –** Last (5) readings of meter reported to AMR/AMI system. (Full History available)

Sample Customer Portal Record View

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1) Complete Database String Search
2) Customer Project Progress Reports – Blocks in this view can be enabled / disabled by customer request. Sample blocks include (but not limited to):
   a. **Job Progress** – Quick summary of entire project.
   b. **Project Stats** – Completed installations by Utility's reading order (i.e. cycle, route, book, zone, city).
   c. **Appointments Report** – Scheduled appointments (2 week lead).
   d. **Install Reports** – Installation reports by day, and date range. Includes meters with no recent DCU reads in addition to bad DCU reads.
   e. **Checklist** – Complete Project Checklist broken down by individual record status.
   f. **NMS Export / Billing System Import** – Completed Installations Export Status, enables the Billing Utility or County Staff to track data that has been completed and uploaded into the billing system.
   g. **Problem Report** – Report on meters that could not be installed (i.e. Can't Locate Meter Pit, Customer Refusal, Bad Dog)

Customer Portal Description

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National Metering SERVICES, INC.

163 Schuyler Ave, PO Box 491, Kearny, NJ 07032 | (201) 246-1115 Phone · (201) 246-1831 Fax | (888) 448-6009 Toll Free

NMS REPORT - Greenburgh_NY From: 2015-04-15 to 2015-04-15 ; Completed Installations: 14 Modify Report Range Start Date: 2015-04-15 End Date: 2015-04-15 Update

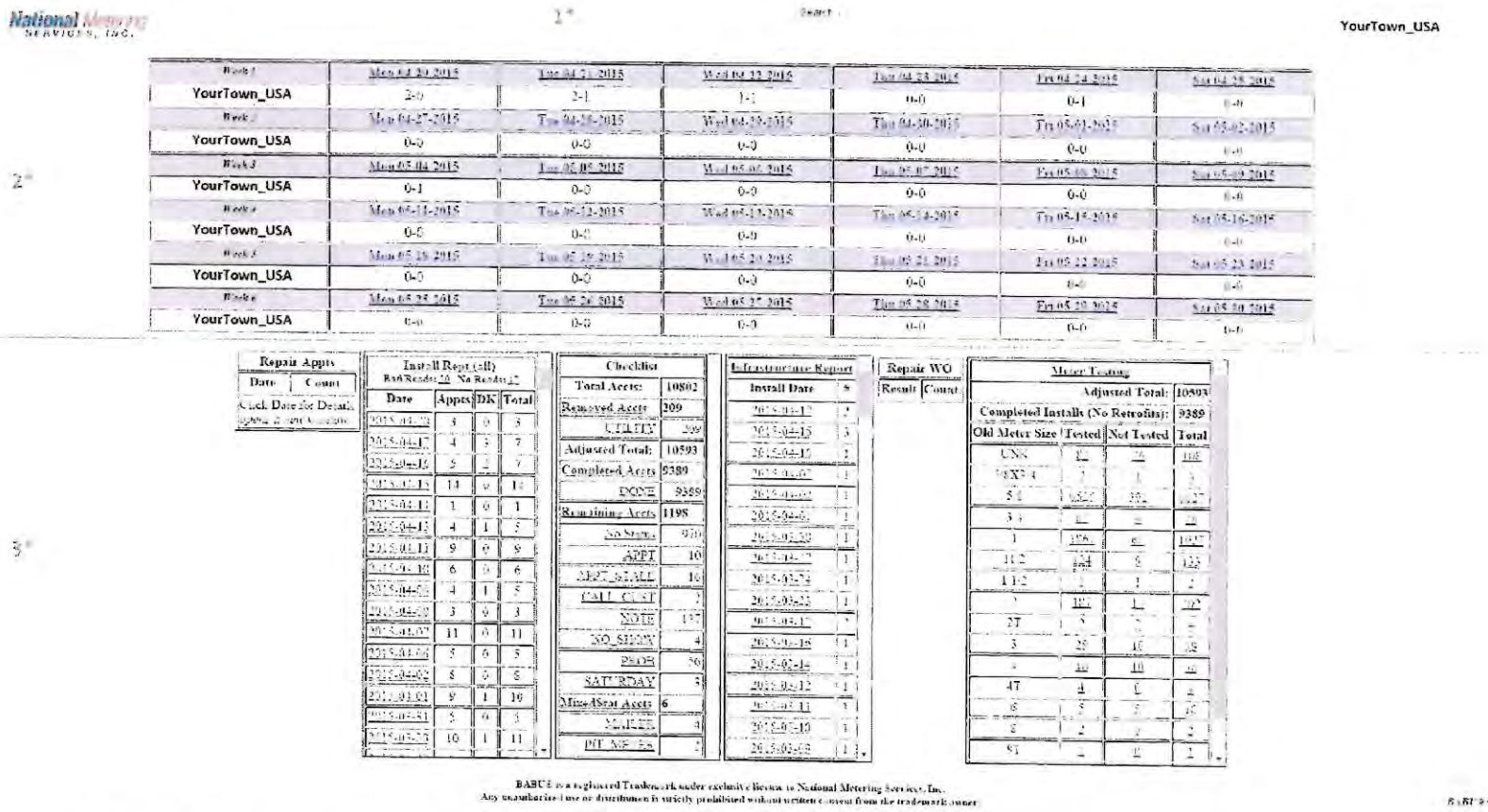
Num	Date Installed	Inst Type	Book	Acct#	Customer Name	St #	Dir	St Name	Apt	Old Meter # Provided	Meter Sz	Meter # Found	Old Meter Read	New UME#	Seal #	New Meter Size	Set Read	Radio #	Radio Config 1S	Radio Config Results	Last Read 24hrs?	Last Read TS	Last Read	Remarks
1593	2015-04-15			720	John Doe	235		ARDSLEY RD		306384	1	306384	513907	532212664		1	0000000.00	1123635029			YES	2015-04-21 00:00:00	00008067	
1426	2015-04-15			17308	John Doe	580	X	CENTRAL AVE		306815	1	306815	312493	532552679		1	0000001.00	1123447756			YES	2015-04-21 00:00:00	00038598	
2187	2015-04-15			14920	John Doe	0		FIELDSTONE DR		353885	1	353885	23223200	70293801		1	0000045.7	1124689956			YES	2015-04-21 00:00:00	00008296	
2187	2015-04-15			16349	John Doe	0		FIELDSTONE DR		07028129	2	0251129	47124800	532552662		1	0000000.00	1123642-8			YES	2015-04-21 00:00:00	00040892	
2262	2015-04-15			14906	John Doe	9		FIELDSTONE DR		384814	1	384874	63392400	70293803		1	0000038.4	1123469862			YES	2015-04-21 00:00:00	00005310	
2271	2015-04-15			16070	John Doe	76		FIELDSTONE DR		306779	2	306779	06868850	532552657		1	0000000.56	1123469026			YES	2015-04-21 00:00:00	00054671	
2272	2015-04-15			16046	John Doe	29		FIELDSTONE DR		343459	4	343459	14317000	70298924		1	0000026.60	1124653369			YES	2015-04-21 00:00:00	00004975	
2273	2015-04-15			16052	John Doe	55		FIELDSTONE DR		342622215	1 1/2	342215	16443514	532552658		1	0000000.73	1124689854			YES	2015-04-21 00:00:00	00345362	
2274	2015-04-15			16051	John Doe	59		FIELDSTONE DR		306368	1 1/2	306368	29053400	532552704		1	0000000.63	1124653390			YES	2015-04-21 00:00:00	00014013	
2681	2015-04-15			13426	John Doe	63		HARVARD DR		305022	1 1/2	305022	708103	67723301		1 9X8-4	0000000.16	1123465016			YES	2015-04-21 00:00:00	00000548	
2102	2015-04-15			14939	John Doe	0		PINEWOOD RD		40057142	3	087142	31305300	70293799		1	0000289.4	1124640864			YES	2015-04-21 00:00:00	00004436	
2553	2015-04-15			7548	John Doe	203		POINDSIDE DR		106203	1	106203	110537	532552660		1	0000003.00	1124637[illegible]			YES	2015-04-21 00:00:00	00005414	
9139	2015-04-15			12268	John Doe	7		THERESA LN		306236	1	306236	229142	532552663		1	0000000.00	1123636602			YES	2015-04-21 00:00:00	00021632	
9214	2015-04-15			7528	John Doe	39		WALBROOK RD		304383	1 1/2	304383	3074490	67723302		1 9X8-4	0000000.00	1124443[illegible]			YES	2015-04-21 04:00:00	00008164	

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BARTA

A spreadsheet hardcopy detail is submitted with all pay requests. The dates can be changed on the report at will for maximum flexibility. This information is also available through the portal via the "Install Reports" hyperlink. This streamlines the process for confirming data in a pay request by utility staff.

Install Report Description



1) Complete Database String Search
2) Appointment Status Bar AM/PM by Date (6 week lead)
3) Project Progress Reports (Repair Appointments, Daily Installation Report with counts for appointments and door to door solicitation, Project Checklist, Infrastructure Report, Issued Repair Workorders, Exit Meter Testing)

Customer Portal Main Menu Screen View

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Field and Service Personnel



a.) All NMS personnel assigned to the project will be in company uniform, have a picture ID and wear a meter installer badge indicating the Utility's project. All installers will be registered with the local Police Department prior to commencement of the project.

b.) NMS will provide a list of personnel assigned to the project including the chain of command and daytime telephone numbers. This list will be provided prior to commencement of any work.

c.) NMS enforces strict discipline and good order among its employees. All employees always have a background check performed on them and a copy will be forwarded to the Utility.

d.) In the event the Utility notifies NMS in writing of any person whose work is, in its opinion, careless, incompetent, disorderly or otherwise unsatisfactory, such person will be discharged from working on this contract and will not again be employed on this contract.

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e.) NMS employees are routinely tested for substance or alcohol abuse as allowed by law. NMS provides a safe and drug free work place and enforces a zero-tolerance policy. NMS employees are screened for substance abuse at time of hire and then continually by lottery or complaint.

f.) All NMS Field Service Staff are OSHA 10 Certified and Confined Space Certified. New hires are required to complete the OSHA 10 courses at the time of employment. *See attached NYS DOL Notice - Labor Law §220, section 220-h.

g.) NMS employees will not and are not permitted to solicit work from Water Utility customers during the term of the contract, including a period of 1 year after substantial completion of the project.

Vehicle Identification

All NMS vehicles have company identification permanently displayed on their vehicles. All hired vehicles or privately-owned vehicles used for the project will have appropriate signage identifying the vehicle as an NMS service vehicle with contact information clearly displayed including toll free number and website. All vehicles owned or hired will be registered with the local Police Department and a detail of the service vehicle will be provided to the Water Utility. The detail must be updated when vehicles enter or are removed from the project

Working Hours

a.) Work performed under this contract will be performed between 8:00 AM and 5:00 PM, Monday through Friday. Saturday schedules will be added as required by customer request.

b.) Customer Service Hours are Monday – Friday 8:00 AM to 5:00 PM. If installers are scheduled to work on a Saturday, customer service is staffed to support or assist the installers as needed.

c.) Areas of work and scheduled appointments are forwarded to the Water Utility the day prior. This enables Water Utility staff and local authorities to have knowledge of areas of operation, appointment request volume, and where installers will be soliciting door to door.

d.) Installations for industrial and commercial facilities will be scheduled at a time acceptable to the facility owner and, if applicable, tenant. Scheduling will be done so as not to interfere with their normal operations.

Qualifications / Training

a.) All installation work will be first class in all respects. Employees thoroughly experienced in meter work will perform the installation of the gas, water meter and electric meters.

b.) A combination of class room and field training is incorporated into our training methodologies to ensure that our employees are capable of professional quality work.

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c.) Only employees of National Metering Services, Inc. will be utilized on this project; No subcontractor will be hired for this project.

System Integration

NMS will utilize our computerized tracking system that coordinates scheduling with actual production totals and the monthly payment requests. This system will be fully integrated with all phases of scheduling, production, customer contact documentation, inspection, and accounting. It will be capable of providing the Utility with a hard copy and an electronic copy of monthly production, status and problem accounts.

This report will be made available to the Utility and submitted with pay requests.

Project Office and Storage Facilities

a.) Ample storage facilities for all company materials, equipment, tools and supplies required for operations will be provided by NMS.

b.) Office space for staff and telephone to receive customer calls and process meter installation data will also be provided by NMS.

Time Table

National Metering Services, Inc will strictly adhere to the contract timelines as stipulated in the proposal documents. Any deviation – increase or decrease in installations will be done in conjunction with the Utility.

Installation Warranties

All installation work performed under this contract will be guaranteed AS SPECIFIED IN PROJECT PLANS.

Leaks reported AS SPECIFIED IN PROJECT PLANS, will be repaired by the contractor at no additional expense to the Utility or its customers.

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Summary of National Metering Services Proposal

Items included in the unit cost:

- ✓ Meter Installation Labor –Wages, Extended work hours, Saturday hours and evenings included, including door to door soliciting and handout notices
- ✓ All transportation, fuel and insurances, installer uniforms, tools and equipment required for installation and testing of meters
- ✓ 3 customer notices by US mail – Initial, second and final. After final notice the Water Utility will need to assist with stronger notices or action
- ✓ Gaskets and ancillary items related to meter installation services – staples, tape, wire ties, clear caulking
- ✓ Installation Photos – Before, Reading (old meter), After (installation of New) and remote mount – appended to database installation records in BABU – copies/access provided to the Water Utility.
- ✓ Warranty for leaks reported after installation AS SPECIFIED
- ✓ Repair or replacement of plumbing damaged during the meter installation IE: any broken fittings, valves or piping that occurred during the meter replacement
- ✓ Responsible for any damage to meters or fittings due to cross threading, over tightening of couplings
- ✓ Appointment scheduling and customer service – toll free number
- ✓ Printed materials and Postage - Customer Notices (3) & Work order cards
- ✓ Data base creation and management of meter installation data. Data entry – All new meter information will be uploaded into our database for electronic transfer to the Water Utility. *The Water Utility will be responsible for any interface charges from their proprietary billing company.*
- ✓ Call Center – for appointment scheduling and confirmation. Call center will also be able to assist customer with questions about the new system
- ✓ Project Web Page detailing work being performed with samples of uniforms, vehicle markings, emergency numbers and reciprocal links to meter manufacturers for product details and to The Town's home page
- ✓ E-Appointments – Internet appointment scheduling tool for resident to use
- ✓ Customer Portal – NMS will provide the Water Utility access to our database via the internet so actual installation records, including photo's, can be reviewed and accessed by staff as needed during the project. NMS will keep the portal active for a period of 1 month after completion of the project. Should the Water Utility desire to continue to access hosted account data NMS would be able to provide same under a separate hosting agreement.

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Quality Control and Testing Policies

NMS will supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The sole responsibility for the means, methods, techniques, sequences and installation work will lie with NMS. NMS will be responsible to see that the finished work complies accurately with the Contract Documents. NMS will be responsible for meeting all applicable codes associated with all aspects of the installation.

NMS will test each meter installation upon completion with factory certified equipment. After installation, the AMR device will be programmed or tested with handhelds authorized by the manufacturer for testing and programming meter equipment. NMS will provide its own program equipment to its installers. The programming equipment is and will remain the property of NMS.

Our Project Managers and Field Supervisors routinely check work performed in the field to verify quality installations. We have the knowledge and equipment to repair any damage incurred to service or customer piping, during the change-out process.

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Benefits of Selecting National Metering Services, Inc.

Some of the key features included in our proposal that we would like to bring to the attention of the committee:

- **Certified Exit Meter Testing** – Optional for an additional fee -National Metering Services, Inc. is certified by state governmental entities to test water meters. Exit testing of the meters being replaced is a practical solution in accounting for water loss due to under registration of the older meter system. This data can also be used to address customer complaints about higher water bills after the new system is installed. The test data is compiled into an electronic database for easy reference. It is also used to generate revenue recovery forecasts.
- **Longevity** – NMS is a specialty service contractor with over 23 years in the meter installation industry as National Metering Services, Inc. The combined experience of Executive Management of NMS exceeds 80 years.
- **Community Involvement** - NMS initially mans the project with its New Jersey based crews. Working with the Water Utility Human Resources, local personnel are hired from the project area. The new employees go through installer training and will be assigned to the local project. When the project is complete, the local installer can move with National Metering Services, Inc. to another project. It is NMS' intention to man the project with our existing labor force already experienced with the proposed system. Additional installers will be hired as outlined above.
- **Extensive experience** – NMS has experience with all the latest AMR/AMI Technology available. All our technicians are highly trained through a series of sessions including, classroom, field and manufacturer. NMS employs over 100 people.

We look forward to working on this project with the Utility.

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Optional - Certified Exit Meter Testing Program

NMS will provide certified, exit-meter testing for all meters removed for accuracy during this project. NMS' testing facility is certified by local and governmental entities. All testing performed will be in accordance with AWWA standards. The purpose for testing the old meters is to show the actual water loss through under registration of the existing meter. The test results will be in a spreadsheet format (Excel) and include the following data. Address, date, serial number, final reading, High flow, Med flow results of both old and new meters, notes, if any about the condition of the meter (stuck, broken glass, etc.) The new meter test data information is also entered into the customer database. This is where a comparison of performance of the new meter's accuracy can be compared to the old meter's accuracy. This data can be used to identify losses of water and revenue and to calculate the revenue recovery generated by the new system's implementation.



NMS' proposal can include provisions for exit testing of all replaced meters during this project. Certified meter test data will be provided to the Utility in an electronic format.



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Meter Installation and Testing Equipment



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OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least $250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least $250,000.00, contain a provision of this requirement.

NOTE:
The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.



Certificate of Completion

OSHA

This Certifies That

william d castle

is awarded this certificate for

OSHA - 10 Hour Construction Industry Outreach

Credit Hours: 10

Completion Date: 11/06/2011 16:16 CST

Certificate Number: 2137974

Student Signature

Michael Millsap, Trainer C 0034819 and G 0021414

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Contracts on Hand

Date	City	State	Project Description	Contract Amt	Contact	Phone #
2022	Federalsburg	MD	Installation of 3,000 Badger Orion Cellular Meters	$ 140,000.00	Bob Johns, Ferguson Waterworks	443-336-7221
2022	Longwood	FL	Installation and retrofitting of 6,000 water meters	$ 216,000.00	Andrew Marsian,Utilities Manager	407-263-2378
2022 - 2025	Sarasota	FL	Installation and replacement services for Approximately 100,000 Meters with County supplied meters and AMR	$ 4,500,000.00	Melissa Neel, Procurement and Contracts Specialist	941.861.5128
2022	St Cloud	FL	Installation and maintenance services for 2,000 Meters with Neptune R900 AMI	$ 50,000.00	Marjorie G Craig, PE, Director, Environmental Utilities Department	407.957.7104
2022	Garfield	NJ	Furnish Installation and replacement services for 3,800 Meters with Neptune R900 AMI	$ 1,600,000.00	Willard Bierwas, CPWM, LO	Office: 973-546-2200 Ext 4222
2022	East Brunswick	NJ	Installation and replacement services for 18,000 Meters with Neptune R900 AMI	$ 1,900,000.00	Daniel Losik, Director of Public Works, Water & Sewer Utilities	732-390-6884
2022	American Water PA	PA	Installation of 10,000 residential water meters with Neptune R900, and Badger Orion Cellular	$ 1,100,000.00	James Gable, Senior Manager, Southeast Operations	610-292-3568
2022	City of Fruitland	MD	Retrofit 1200 meters with Badger Orion RF unit	$ 95,000.00	Mike Gibbons	mgibbons@cityoffruitland.com
2022	Bayonne	NJ	Large meter testing on and offsite, Commercial meter installation services	$ 250,000.00	Drexall Butler Sr, Manager Metering Svcs Northern N J - Suez	Mob: 201-726-9047
2022	Newark	NJ	Large meter testing on and offsite, in service repair or retrofit of large emters, Commercial meter installation services	$ 400,000.00	Yon Gibson, Division of Water Meters	973-733-8538
2022	Mt Airy	MD	Installation Sensus Water Meters	$ 500,000.00	Barney Quinn	240-793-3703

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2022	Strasburg	VA	Installation of 2,800 Neptune Water Meters	$ 251,000.00	Charles Dye, Core and Main	804-240-3303
2022	Mountain Lakes	NJ	Installation of 1,800 residential water meters with Sensus Flexnet	$ 150,000.00	Mike Truesdell Senior Manager Core & Main	Cell: 704-724-1701
2022	Marion County	FL	Installation services for 6,000 R900 meters & Backflow valves	$ 725,000.00	Joshua Kramer	352-438-2383
2022	Toho Water Authority	FL	Installation and replacement services for 5,000 MTU Unit's and 1,000 Meter and RF installations on New Construction	$ 200,000.00	Brett Mains, Field Supervisor	407-944-5156
2022	Suez - Owego	NY	Large meter testing on and offsite, Commercial meter installation services	$ 55,000.00	Frank Wyrostek	(914) 637-5306
2022	Heritage Hills -Suez	NY	Installation of 2,000 residential water meters with Sensus Flexnet	$ 180,000.00	Frank Wyrostek	(914) 637-5306
2022	Toms River Suez	NJ	Installation and replacement services for 5,000 Meters and and RF Units. Exit Testing all removed meters	$ 300,000.00	Andrew Hoepener	Tel: 732-557-7762
2022	Pasco County	FL	Installation of 16,000 Badger Orion Cellular Endpoints	$ 1,400,000.00	Christopher Arnone, Purchasing	727 -847-8194, Ext. 843
2020 - 2030	Hillsborough County	FL	Furnish and installation of 50,000+ Meters and LORA wifi Endpoint	$ 20,000,000.00	James E. Hudock, Director Capital Programs	(813) 635-5400
2022	Suez Water - Westchester	NY	contract for replacing large meters & UME's 3" thru 6"	$ 350,000.00	Frank Wyrostek	(914) 637-5306
2022-2024	Suez Water-Bergen County	NJ	Installation of 40,000 Sensus Flex net Radio Transmitters	$ 3,500,000.00	Scott Toscano	(201) 750-3439
2022-2025	Suez - Harrisburg	PA	Installation of 70,000 Sensus FlexNet Smart points and replacement of 10,000 water meters	$ 3,300,000.00	Nathaniel Sheffer, T&D Superintendent	717 920-6063
2022	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"	$ 325,000.00	Frank Wyrostek	(914) 637-5306
2022	Fairlawn	NJ	Installation of 1500 Neptune R900 radios and T-10 Meters	$ 95,000.00	Steve Wendowski	(201) 794-5374
2022	Fairlawn	NJ	Installation of 1500 Neptune R900 radios and T-10 Meters	$ 100,000.00	Steve Wendowski	(201) 794-5374

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2022-2025	Liberty Water New York	NY	Replacement of 400,000 meters and radios	$ 3,500,000.00	Bernardus J Claase	(516) 903-1738
2022	Garfield	NJ	Furnish & Installation and replacement services for 2,400 Commercial and Residential Meters with Neptune R900 AMI	$ 1,598,000.00	Willard Bierwas, CPWM, LO	Office: 973-546-2200 Ext 4222
2022	Jackson MUA	NJ	Furnish & Installation of 1200 Neptune R900 radios and T-10 Meters	$ 500,000.00	Megan Burst	(732) 928-2222 Ext 221

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2022	Clermont	FL	Installation and maintenance services for 2,000 Meters & dual check valves and infrastructure work, box replacements, raising and lowering services	$ 200,000.00	Adam Swanson, Distribution Manager	352-241-0178
2022	St Augustine	FL	Supply and Installation of 11,000 water meters with Neptune R 900V4 exit test all meters removed	$ 1,135,000.00	Sharon Whitener	(904) 825-1010
2019-2022	Bloomfield	NJ	Installation of 12,000 Commercial and Residential Meters to Sensus Flexnet AMI	$ 1,200,000.00	Fred Schweighardt	(908) 872-9730
2020	Burlington	NJ	Furnish and installation of 4,000 Neptune R900i Meters in home settings	$ 1,600,000.00	Wm Kirchner, PE	856-235-7170
2022	Ormond Beach	FL	Installation of 2,000 residential water meters with Neptune R 900	$ 45,000.00	Sam West, Meter Reading Supervisor	(386) 676-3258
2022	Flagler Beach	FL	Furnish and Installation of 3,600 residential meters to new AMR/AMI Neptune R900 & T - 10 Metering System	$ 995,800.00	Alan Watts	(386) 276-0180
2022	Bowie	MD	Installation of 1,000 residential water meters with Neptune R900	$ 48,000.00	Missy Marlette, Business Manager	cell -240-216-1253
2022	Willingboro	NJ	Installation and replacement services for 13,000 Meters with Sensus Flexnet AMI	$ 985,000.00	Mike Truesdell Senior Manager Core & Main	Cell: 704-724-1701
2022	Middletown	PA	Installation of 300 residential water meters with Neptune R900	$ 35,000.00	Drexall Butler Sr, Manager Metering Svcs Northern N J - Suez	Mob: 201-726-9047
2022	Berlin	NJ	Installation of 2,500 residential water meters with Sensus Flexnet and exit testing removed meters	$ 200,000.00	Mike Truesdell Senior Manager Core & Main	Cell: 704-724-1701
2022	Westbury	NY	Installation of 10,000 residential water meters with Neptune R900	$ 1,150,000.00	Phil Sachs, P.E..	516-364-9890 ext. 3401
2021	Toho Water Authority	FL	Installation and replacement services for 5,000 MTU Unit's and 1,000 Meter and RF installations on New Construction	$ 200,000.00	Brett Mains, Field Supervisor	407-944-5156

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2021	Florham Park	NJ	Installation and replacement services for 1,200 Meters with Sensus Flexnet AMI	$ 125,000.00	Mike Sgamella, PE	973-410-5473
2021	Gulf Stream	FL	Installation of 400 residential water meters with Neptune R900	$ 50,000.00	Anthony Beltran	561-276-5116
2021	McIntosh	FL	Installation of 300 residential water meters with Neptune R900	$ 50,000.00	Jonathan - City Clerk	contact@townofmcintosh.org
2021	Marlington	WV	Installation of 300 residential water meters with Neptune R900	$ 65,000.00	Charles Dye	1-804-240-3303
2021	Montville	NJ	Installation of 400 residential water meters with Neptune R900	$ 45,000.00	Sophia Heng, PE	973.331.3300
2020-2021	Toms River Suez	NJ	Installation and replacement services for 5,000 Meters and and RF Units. Exit Testing all removed meters	$ 300,000.00	Andrew Hoepener	Tel: 732-557-7762
2019-2020	Venice	FL	Installation of 8000 Badger Orion Cellular Endpoints	$ 300,000.00	Damien Stilings, Technical Unit Supervisor	(941) 882-7311
2019-2020	Clinton	NJ	Installation of 2,000 Neptune Meters for commercial applications and R900 units.	$ 145,000.00	Roger Plaisted	(908) 735-2265
2019-2020	Hicksville	NY	Furnish and instalation of 13,000 NICOR RF compatible pit lids system wige	$ 700,000.00	Paul J. Granger, P.E., Superintendent	516-931-0184 ext. 611
2019-2021	Newark	NJ	Test, repair and replace commercial meters 5/8 - 8"	$ 400,000.00	John William	973-733-8538
2019-2020	Exeter	PA	Installation of 1,300 Badger Orion Cellular meters	$ 100,000.00	James A Gable	610.292.3584
2019-21	Indian River County	FL	Installation of 40,000 Master Meter AMR equipped Meters and Dual Check Valves	$ 2,500,000.00	Cindy Corrente, Utilities Finance Manager	772-226-1832
2019-2020	Rockaway	NJ	Installation of 1,750 Neptune R900i Meters	$ 200,000.00	Patricia Bussow, RMC, Borough Clerk/Administrator	973-627-2000
2020-2021	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units	$ 200,000.00	Kevin Nugent	(732) 489-1411
2020-2021	American Water Delran	NJ	Age replacement of 6,000 water meters and radio units	$ 450,000.00	Lenard Jean-Laurent	(856) 255-2034

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Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2020-2021	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"	$ 325,000.00	Frank Wyrostek	(914) 637-5306
2019	Fairlawn	NJ	Installation of 2500 Neptune R900 radios and T-10 Meters	$ 160,000.00	Steve Wendowski	(201) 794-5374
2019	Fairlawn	NJ	Installation of 2500 Neptune R900 radios and T-10 Meters	$ 160,000.00	Steve Wendowski	(201) 794-5374
2019-2021	American Water New York	NY	Replacement of 70,000 meters and radios	$ 4,000,000.00	Bernardus J Claase	(516) 903-1738
2016-2021	Suez Water-Bergen County	NJ	Installation of 90,000 Sensus Flex net Radio Transmitters	$ 6,800,000.00	Scott Toscano	(201) 750-3439
2019-2021	Ormond Beach	FL	Installation of 11,000 residential water meters with Neptune R 900	$ 450,000.00	Sam West, Meter Reading Supervisor	(386) 676-3258
2018	Carmel	NY	Installation of 4,500 AMR/AMI Water meters supplied by Carmel Water Utility.	$ 800,000.00	Rich Franzetti PE, Carmel	(845) 628-1500 ext 181
2020	Suez Water - Westchester	NY	contract for replacing large meters & UME's 3" thru 6"	$ 350,000.00	Frank Wyrostek	(914) 637-5306
2021	Suez Water - Westchester	NY	contract for replacing large meters & UME's 3" thru 6"	$ 350,000.00	Frank Wyrostek	(914) 637-5306
2016-2021	St Augustine	FL	Supply and Installation of 11,000 water meters with Neptune R 900V4 exit test all meters removed	$ 4,025,000.00	Sharon Whitener	(904) 825-1010
2020-2021	Toho Water Authority	FL	Installation and replacement services for 5,000 MTU Unit's and 1,000 Meter and RF installations on New Construction	$ 200,000.00	Brett Mains, Field Supervisor	407-944-5156
2020-2021	Pasco County	FL	Installation of 16,000 Badger Orion Cellular Endpoints	$ 1,400,000.00	Christopher Arnone, Purchasing	727 -847-8194, Ext. 843
2019	Flagler Beach	FL	Installation of residential meters - Emergency Services	$ 25,000.00	Alan Watts	(386) 276-0180
2019	Hyde Park	NY	Installation of 1800 residential meter	$ 70,000.00	Ed Mills	(845) 486-3625
2019	Village of New Paltz	NY	Installation of Badger Cellular Meters	$ 75,000.00	Rich Ruth	(845) 338-7622
2019	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"	$ 325,000.00	Frank Wyrostek	(914) 637-5306

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Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2019	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units	$ 150,000.00	Kevin Nugent	(732) 489-1411
2019	American Water Delran	NJ	Age replacement of 9,000 water meters and radio units	$ 575,000.00	Lenard Jean-Laurent	(856) 255-2034
2019	Pinelands Water	NJ	Replacement of 600 Residentila Meters	$ 100,000.00	Greg Risoldi	(732) 634-1500
2019	Aberdeen	NJ	3500 residential meter installation program	$ 200,000.00	Robert Koches	(732) 294-2170
2019	Pine Beach	NJ	800 Residential Water Meter Replacements	$ 100,000.00	Fred Schweighardt	(908) 872-9730
2019	Suez West Milford	NJ	Installation of 3,000 residential water meters & exit test all meters removed	$ 250,000.00	Matt Biagini	(201) 750-3439
2017-2018	City of Punta Gorda	FL	Installation of 14,000 residential water meters	$ 500,000.00	Rick Kemp, Fortiline	407-340-5674
2019	Belleview	FL	Installation of 3,000 residential water meters and installation of backflow preventers (Dual Check Valves), exit test all meters removed	$ 250,000.00	Bruce H. Phillips, PE, PLS	352-233-2110
2018	Buchanan	NY	Furnish and Installation of 900 AMR/AMI meters	$ 135,000.00	William J. Angiolillo, P.E.	(845) 279-2220
2019	Middlesex Water Company	NJ	Age Replacement of 6,000 water meters. Certified exit meter testing.	$ 440,000.00	Greg Risoldi	(732) 634-1500
2019	Tidewater Utilities	DE	Replacement of 3,000 water meters for PSC required periodic replacements. Certified exit meter testing.	$ 220,000.00	John Eckard	(302) 218-4370
2018	Franklin Square	NY	Installation of 4800 residential water meters & exit test all meters removed	$ 500,000.00	Steve Meehan RIO Supply	609-315-1618
2017	Town of Mount Pleasant	NY	Supply and Installation of 6,500 Badger Orion Cellular	$ 1,500,000.00	David Smyth	(914) 831-1062
2017-2018	City of Northport	FL	Installation of 2,000 residential water meters with Neptune R 900	$ 75,000.00	James Marino, Field Service Specialist-Utilities	941-240-8011
2018	Harrison	NJ	Installation of 5000 Radio Equipped Water Meters in Residential and Commercial Properties	$ 800,000.00	Robert Williams	(973) 268-2296

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2018	Township of Verona	NJ	Supply and Installation of 2,000 Netpune t-10 meters and Neptune R900i v4	$ 50,000.00	Charles Molinaro	(973) 857-4804
2018	East Hanover	NJ	Repalcement of 4500 meters and radios	$ 450,000.00	Fred Schweighardt	(908) 872-9730
2017-2018	Seminole County Government	FL	Installation of 16,000 residential water meters and installation of backflow preventers (Dual Check Valves), exit test all meters removed	$ 1,200,000.00	Robert GreenField, Operations Manager	(407)665-2737 Office
2018	Newark	NJ	contract for testing,calibrating and replacing large meters 2" thru 20"	$ 500,000.00	John Williams	(973) 733-8538
2014-2019	Ormond Beach	FL	Installation of 11,000 residential water meters with Neptune R 900	$ 450,000.00	Sam West, Meter Reading Supervisor	(386) 676-3258
2018	Suez Water - West Chester	NY	contract for replacing large meters & UME's 3" thru 6"	$ 350,000.00	Frank Wyrostek	(914) 637-5306
2018	Suez West Milford	NJ	Installation of 3,000 residential water meters & exit test all meters removed	$ 238,000.00	Matt Biagini	(201) 750-3439
2018	Tidewater Utilities	DE	Replacement of 3,000 water meters for PSC required periodic replacements. Certified exit meter testing.	$ 180,000.00	John Eckard	(302) 218-4370
2017	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units	$ 150,000.00	Kevin Nugent	(732) 489-1411
2017	American Water Delran	NJ	Age replacement of 9,000 water meters and radio units	$ 575,000.00	Lenard Jean-Laurent	(856) 255-2034
2016	American Water Short Hills	NJ	Age replacement of 3,200 water meters and radio units	$ 150,000.00	Kevin Nugent	(732) 489-1411
2016	American Water Delran	NJ	Age replacement of 9,000 water meters and radio units	$ 575,000.00	Lenard Jean-Laurent	(856) 255-2034
2016	American Water Plainfield	NJ	Age replacement of 2,000 water meters and radio units	$ 140,000.00	Sunil Luther	(908) 791-3427
2018	Suez Water - Nyack	NY	contract for replacing large meters & UME's 3" thru 6"	$ 325,000.00	Frank Wyrostek	(914) 637-5306
2014-2015	Middlesex Water Company	NJ	Age Replacement of 6,000 water meters. Certified exit meter testing.	$ 440,000.00	Greg Risoldi	(732) 634-1500

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Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2017	Isle of Wight	VA	Supply and Installation of 2,500 Netpune t-10 meters and Neptune R900i v4	$ 30,000.00	Steve Hatcher	(757) 365-1650
2017	Village of Sands Point	NY	Supply and Installation of 2,000 Netpune t-10 meters and Neptune R900i v4	$ 433,000.00	Brian J. Gunderson	(516) 883-3491
2016 - 2017	American Water Belle Mead	NJ	Age replacement of 8,100 water meters and radio units	$ 550,000.00	John Hoffman	(908) 431-3226
2017	Township of Verona	NJ	Supply and Installation of 2,000 Netpune t-10 meters and Neptune R900i v4	$ 50,000.00	Charles Molinaro	(973) 857-4804
2016	Borough of Red Bank	NJ	Supply and Installation of 4,500 Netpune t-10 meters and Neptune R900i v4	$ 1,952,000.00	Tom Branch	(732) 620-6188
2016	Village of Sleepy Hollow	NY	Saupply and Installation of 1800 Badger Meters with cellular radio Transmitters	$ 550,000.00	Dan Peluso	(914) 366-5103
2016	Zephyrhills	FL	Installation and retro-fit of 13,000 Neptune water meters and VIV Radio Transmitters	$ 375,000.00	John Vlajcevic	(602) 710-0502
2015	Town of Newburgh	NY	Installation of Badger RCDL-25 meters and endpoints	$ 421,000.00	John Platt, DPW Commissioner	(845) 564-7813
2015	American Water	NJ	Installation of 5,000 Hersey composite meters and hot rod radio units	$ 400,000.00	Sunil Luther	(908) 791-3427
2015	Allamuchy	NJ	Installation of 2,000 Neptune water meters with r-900 radio transmitters and exit testing of all old meters	$ 180,000.00	Nancy McCabe	(908) 852-6356
2015	Easton	PA	Installation of 15,000 Sensus Flex net RF units to existing meters	$ 420,000.00	Mike Truesdale	(704) 724-1701
2015	Port Aransas	TX	Installation of 3,562 water meters 3/4" thru 1" with GPS Coordinates	$ 166,150.00	Chris Phillips, Hydro-Pro Solutions	(877) 747-3656
2016	Village of Garden City	NY	Installation of 4,000 Magnetic Drive Radio Read Meter 5/8" to 2"	$ 449,424.50	Robert J. Mangan, P.E. Director of Public Works	(516) 465-4000
2013-2015	St Mary's Metropolitan Commission	MD	Installation of 10,000 Neptune E-coder I R900 compatiable water meters and registers, and new meter pits	$ 4,700,000.00	Dave Elberti	301-737-7400 ext 222
2015	United Water - New Rochelle	NY	Installation of 8,000 Sensus Flex net RF units to existing meters	$ 750,000.00	Frank Wyrostek	(914) 637-5306
2015	United Water Mid-Atlantic	PA	Installation of 6,174 Neptune Meters and AMR Units inside residences	$ 279,000.00	Judith Jordan	(717) 561-1103

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Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2015	United Water Mid-Atlantic	DE	Installation of 8,100 Neptune Meters and AMR Units inside residences	$ 416,130.00	Judith Jordan	(717) 561-1103
2013/2014	United Water - New Rochelle	NY	Installation of 18,000 Neptune R900 RF units to existing meters	$ 900,000.00	Frank Wyrostek	(914) 637-5306
2014-2015	Eagle Pass	TX	Installation of 13,000 Master meter water meters with radio transmitters.	$ 1,200,000.00	Jaime Kypurous	(830) 776-0077
2014-2015	Northy Penn Water Authority	PA	Installation of 26,000 Sensus radio transmitters.	$ 610,000.00	Gary Paul Razer	(215) 855-3617
2013-2015	Netcong	NJ	Installation of 800 water meters and Sensus transmetters 5/8 thru 1" in 3 phases	$ 75,000.00	Ralph Blakslee, Administrator	(973) 347-0252
2013	Clear Lake City	TX	Installation of 17,000 Neptune water meters w R450 transmetters 5/8 thru 10"	$ 8,400,000.00	Edward C. Streich PE	713-266-6900 ext 2457
2013-2015	Clinton	NJ	Installation of 2,700 Neptune meters and R900i Ecoder meters	$ 300,000.00	Roger Plaisted	(908) 735-2265
2013	Greenburgh	NY	Installation of 16,000 Neptune meters w R450 radio including the Installation of fixed based AMI infrastructure	$ 1,900,800.00	Steve Meehan	(609) 315-1618
2014	United Water Mid-Atlantic	PA/DE	Installation of 15,700 Neptune Meters and AMR Units inside residences	$ 1,150,000.00	Steve Metzler,PE Senior Engineer	(717) 561-1103 x1656
2014-2015	City of Port Orange	FL	Installation of 10,000 Neptune residential and commercial water meters and Sensus Flex Net AMI meter reading System	$ 1,000,000.00	Rick Wilson, Asst. Super Utilities	(386) 506-5953
2013	United Water Bayonne	NJ	Installation of 12,000 water meters 5/8 thru 10" and Aclara Fixed Network radio transmitters	$ 1,497,000.00	Vito Spadavecchio	(201) 634-4247
2013	United Water - Nyack	NY	Phase 3 - contract for replacing large meters UME's 3" thru 6"	$ 520,000.00	Frank Wyrostek	(914) 637-5306
2013	Saugerties	NY	Installation of 1,800 water meters and Sensus transmetters 5/8 thru 10"	$ 235,700.00	Paul Van Wagenen	(845) 338-7622
2013	Middlesex Water Company	NJ	Age Replacement of 3,000 Neptune water meters. Certified exit meter testing.	$ 220,000.00	Jim Hutchinson	(732) 634-1500

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2013	Tidewater Utilities	DE	Replacement of 3,000 water meters for PSC required periodic replacements. Certified exit meter testing.	$ 138,000.00	John Ekard	(302) 218-4370
2012-2013	Daytona Beach	FL	Installation of 25,800 residential and commercial water meters and Sensus Flex Net	$ 986,000.00	Frank Van Pelt	(386) 671-8143
2013	Marysville	OH	Installation of 6,600 Sensus Flex net radio transmitters	$ 175,000.00	Mike Truesdell	(704) 597-6425
2013	Pearland	TX	Installation of 6,300 Neptune R900i radio transmitters	$ 113,400.00	Pamela Thompson	(281) 652-1604
2013	Wakefield	MA	Installation of 750 water meters 5/8 to 1"	$ 82,500.00	Carol Antonelli	(781) 246-6306
2012	Spotswood	NJ	Installation of 3,000 water meters and Sensus Flex Net transmitters	$ 245,000.00	Ryan Johnson	(501) 650-4527
2012	Northy Penn Water Authority	PA	Installation of 1800 Sensus water meters and check valves along with drive by radio transmitters.	$ 837,000.00	Gary Paul Razer	(215) 855-3617
2012	Village of Red Hook	NY	Supply and installation of 900 Badger meters with integrel Orion Transmitter	$ 450,000.00	CT Male Associates	(518) 786-7400
2013	DCWWA	NY	Installation of 105 Neptune 5/8 water meters and ball valves	$ 16,470.00	Ed Mills	(845) 486-3625
2012	Upper Southampton	PA	Installation of 5,500 Neptune and Sensus water Meters with Itron drive-by AMR including **750 M-LOG leak detectors**	$ 1,000,000.00	Robert Cambell, PE	(215) 327-5802
2012	Danvers	MA	Installation of 10,000 residential and commercial Neptune water meters and 11,800 electric meters - with Energy Axis AMR System by Elster	$ 1,800,000.00	Tim Corrigan, PE	(978) 532-1900
2012	United Water Nyak	NJ	contract for replacing large meters UME's 3" thru 6"	$ 260,000.00	Frank Wyrostek	(914) 637-5306
2009 - 2012	Newark	NJ	contractfor testing,calibrating and replacing large meters 2" thru 20"	$ 500,000.00	John Williams	(973) 733-8538
2012	Middlesex Water Company	NJ	Installation of 3,000 Neptune water meters and Itron RF radio units. Certified exit meter testing.	$ 220,000.00	Greg Risoldi	(732) 634-1500
2011-2012	Bellville	NJ	Installation of approximately 8,500 residential and commercial water meters - Sensus Flex Net	$ 900,000.00	Ryan Johnson	(501) 650-4527
2011-2012	Yorktown	NY	Installation of approximately 10,000 water meters and Sensus Flex Net fixed network	$ 1,200,000.00	David Rambo	(914) 245-6111

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2011-2012	Johnson City	NY	Supply and installation of 6,000 Neptune meters and R900i Ecoder meters in residences	$ 1,850,000.00	Robert A. Bennett, P.E. Director of Public Services	(607) 797-3031
2012	Medicine Lodge	KS	Installation of 1200 water meters - Sensus Flex Net	$ 62,000.00	Ryan Johnson	(501) 650-4527
2011	Middlesex Water Company	NJ	Installation of 4,000 Neptune water meters for age change-out	$ 250,000.00	Greg Risoldi	(732) 634-1500
2009-2010	Oxford	MD	Supply Installation of 500 Neptune e-coder i	$ 250,000.00	Scott Delude, Director of Public Works	410-226-5740 Office 433-262-2863 Cell
2010	Reading	PA	Replacement of 10,000 water meters with Master Meter Dialog 3G AMR in residences	$ 1,100,000.00	Dean Miller	(610) 655-6084
2010	Fallsburg	NY	Supply & Installation of 2500 Residential Meters - Badger Orion	$ 350,000.00	Frank Laurendi, Wendell Engineering	(716) 688-0766
2010	Enid	OK	Supply and installation of 20,000 Neptune meters and R450 fixed base network	$ 7,100,154.00	Robert Hitt	(580) 616-7261
2010	Kearny	NJ	Supply and installation of 7,000 Neptune meters and R900i meters in residences	$ 1,750,000.00	Rich Ferrorilli	(201) 991-2671
2010	Garden City	KS	Replacement of 11,000 Electric & 10,000 water meters with Sensus Flex net fixed network	$ 475,000.00	Dwayne Noel	(501) 650-4526
2010-2011	Rising Sun	MD	Installation 1,000 water meters to Sensus Flexnet Network AMR.	$ 150,000.00	Calvin A Bonenberger Jr., CBI Town Administrator	(410) 658-5353
2010-2011	Crisfield	MD	Supply and Installation of 2,000 meters and pits for both residential and commercial customers	$ 1,200,000.00	Jason P. Loar PE., Davis, Bowen &Friedel, Inc.	(410) 543-9091
2010	Mannheim	PA	Installation of 2,750 water meters with K.P Electronic radio transmitters.	$ 371,000.00	Dave Fenicle	(717) 665-1762
2004-2009	Corpus Christi	TX	Installation & Retrofit of 150,000 gas and water meter to Hexagram's Fixed Network AMR.	$ 4,300,000.00	Michael Ceparanno	(713) 408-2030
2009	Mooresville	NC	Replacement of 9500 Amco registers & radio transmitters.	$ 200,000.00	Jeffrey Carpenter, Water & Sewer Super	(704) 799-4292
2009	Seguin	TX	Installation of 8,000 Neptune water meters & Hexagram radio transmitters.	$ 396,000.00	Chris Phillips, H.D Supply	(512) 944-8846
2008-2009	Northern Kentucky Water District	KY	Installation of 80,000 Badger radio transmitters	$ 2,100,000.00	Mark Loftland	859 5784891
2009	Falls Authority	PA	Supply Installation of 4500 Neptune e-coder i	$ 2,300,000.00	Vanessa Nedrick-Remington & Beach Eng.	(856) 795-9595
2009	Greenwich	NJ	Installation of 2,000 water meters with K.P Electronic radio transmitters.	$ 180,000.00	Bob Schooch	(856) 224-0373

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2009	Pasadena	TX	Installation of 18,000 Neptune registers & radio transmitters.	$ 200,000.00	Mark Gardenmal	(713) 475-7835
2009	City of Albuquerque	NM	Test and repair of 180 large Sensus meters 3" thru 8"	$ 75,000.00	Chris Phillips	(512) 944-8846
2009	Village Highland Falls	NY	Supply & Installation Badger water meters and radio's	$ 452,800.00	Kevin Hurst	(845) 446-3252
2008	Haddonfield	NJ	Supply Installation of 3000 Neptune e-coder i	$ 1,200,000.00	Dennis Yoder-Remington & Vernick Eng.	(856) 795-9595
2008	Newburyport	MA	Installation of 7200 Badger meters with orion radio transmitters	$ 875,000.00	Margaret McCarthy, Weston & Sampson	(978) 532-1900
2008	Woburn	MA	Supply & Installation of 1,000 Commercial water meters & Aclara fixed network	$ 690,000.00	Margaret McCarthy, Weston & Sampson	(978) 532-1900
2008	Talladega	AL	Replacement of 3,500 meters with Neptune R-900	$ 240,000.00	James Brasher	(256) 362-6211
2005-2008	Hartford	CT	Retrofit of 50,000 Neptune meters with Blue Tower radio transmitters.	$ 2,500,000.00	Harvey Wall	(860) 278-7850
2007	Apopka Fl.	NJ	Installation of 20,000 Sensus flex net radio transmitters.	$ 240,000.00	Jeff Plaguer	(407) 703-1748
2007-2008	Hempstead	NY	Installation of 7,500 Sensus water meters 5/8 thru 2"	$ 1,258,000.00	Anthony J. Zalak	(631) 231-2220
2006-2007	Brookline	MA	Installation of 8500 AMCO water meters with Hexagram's fixed network AMR.	$ 875,000.00	Andy Papperstergion	(978) 532-1900
2005-2007	Malden	MA	Installation 11,000 Neptune E-Coder and R900 sizes 5/8" thru 8".	$ 1,075,000.00	Emerson Teal	(781) 397-7162
2006	Corpus Christi	TX	Installation of 1,000 Tropos WIFI nodes to read gas & water meters	$ 100,000.00	Michael Ceparanno	(713) 408-2030
2005-2006	Danbury	CT	Supply & Installation 10,000 Badger Meters and Itron ERTs.	$ 1,500,000.00	Charles Kindya	(203) 797-4539
2006	Montclair	NJ	Installation & Retrofit of 3,500 Neptune water meters and R900 RF radio units. Plus certified meter testing.	$ 255,150.00	Mike Locascio	(973) 744-4600
2005-2006	Northglenn	CO	Supply & Installation 7200 Badger Meters and Orion transmitters.	$ 1,200,000.00	Norman Bell	(303) 450-4005
2005	Fall River	MA	Retrofit 18,000 Neptune arb v meters with R900 radio transmitters.	$ 324,825.00	Jim Terrio	(508) 324-2335
2005	Ellenville	NY	Installation of 1,400 Badger meters with Orion radio transmitters. Plus certified exit meter testing.	$ 106,000.00	Jason Ballard	(518) 218-1801
2005	Jersey City	NJ	Test & Repair large water meters 2" through 6"	$ 25,000.00	Rajiv Prakash	(201) 420-0845

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2005	Kissimmee	FL	Supply & Cut-In Installation of 5,400 Neptune water meters with touchpads for reclaimed water lines.	$ 460,000.00	Mike Johnson	(407) 518-2269
2005	Celebration	FL	Cut in of 1,800 reclaimed water meters and meter boxes for irrigation line.	$ 125,000.00	Brian Smith	(407) 566-4126
2005	Rockaway Borough	NJ	Supply & Installation of 450 Sensus touch read water meters. Plus certified, exit meter testing.	$ 75,000.00	Sheila Seifert	(973) 627-1884
2004	Orange	NJ	Installation 4,900 Neptune T-10 water meter and R900 radio transmitters. Plus certified exit meter testing.	$ 1,470,000.00	Tony Scillia	(201) 826-8470
2003-2004	Cortlandt	NY	Installation 7,500 Neptune T-10 water meter and R900 radio transmitters. Plus certified exit meter testing.	$ 1,634,502.50	Edward Vargano	(914) 734-1026
2004	Montclair	NJ	Installation & Retrofit of 1,000 Neptune water meters and R900 radio trandmitters. Plus certified exit meter testing.	$ 200,000.00	Mike Locascio	(973) 744-4600
2004	Maple Shade	NJ	Installation of 500 ABB Scancoder water meters.	$ 25,000.00	Bill Butler	(856) 488-7450
2004	Woodstock	NY	Installation of 850 Badger water meters with Orion radio transmitters. Plus certified exit meter testing.	$ 78,965.00	Paul Van Wagenen	(845) 338-7622
2004	Voorheesville	NY	Installation of 1175 Badger meters with Orion radio transmitters. Plus certified exit meter testing.	$ 88,500.00	Will Smith	(518) 765-4512
2004	East Fishkill	NY	Brentwood Estates. Supply & Cut-in Installation of 300 Sensus water meters with meter setters and dual check valves.	$ 100,000.00	Christine Mitchell	(845) 562-3430
2003	Bordentown	NJ	Supply & Installation of 4,500 Badger meters with Itron ERTs, and new valves and dual check valves.	$ 1,230,000.00	Don Russo	(610) 313-3100
2003	Roosevelt	NJ	Installation of 250 pit meter and 75 complete pits. Neptune R900 radio transmitters.	$ 70,000.00	Joseph Overbeck	(800) 390-8060
2003	Lewistown	PA	Supply & Installation of 6,500 Badger meters with Itron ERTs.	$ 300,000.00	Harris Layton	(717) 248-0165
2003	Goshen	NY	Installation of 500 Badger meters with Orion radio transmitters.	$ 80,000.00	Bart Clark	(845) 562-3430
2002-2003	Columbia	SC	Supply & Installation of 5,000 Neptune water meters and backflow valves in a pit setting.	$ 425,000.00	Ted Morgan	(803) 733-8491

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
2003	Rockaway Township	NJ	Installation of 6 industrial water meters with Itron ERTs.	$ 15,000.00	Robert Sheard	(973) 983-2825
2003	Ho-Ho-Kus	NJ	Installation & Retrofit of 1,500 Neptune water meter and R900 radio transmitters. Plus certified exit meter testing.	$ 320,000.00	Mike Franks	(201) 445-8161
2003	East Fishkill	NY	Installation of 300 Invensys remote water meters with meter setter, and dual check valves.	$ 80,000.00	Christine Mitchell	(845) 562-3430
2003	Dover	NY	Installation of water meters with outside remotes and meter setters.	$ 8,000.00	Edward Mills III	(845) 486-3625
2002	Flemington	NJ	Supply & Installation of 1,000 Invensys remote and radio read meters. Plus certified meter testing.	$ 205,000.00	Ralph Runge	(908) 782-8840
2002	Ambler	PA	Installation of 5,500 Neptune R900 radio transmitters.	$ 200,000.00	William Weir	(215) 646-1000
2002	Reading	MA	Installation of 7,500 RAMAR radio transmitters.	$ 135,000.00	David Lee	(781) 942-9018
2002	Hyde Park	NY	Installation of outside remote water meters and cut-in installation of new meters and setting equipment.	$ 40,000.00	Edward Mills III	(845) 486-3625
2001	Waynesfield	OH	Supply & Installation of 163 remote water meters and 42 meter pits and appurtenances.		Jeffery Puthoff	(937) 497-0200
2001	Old Bridge	NJ	Supply and Installation of ABB Scancoder meters in both homes and pits along with RAMAR radio transmitters.	$ 1,300,000.00	Michael Roy	(732) 679-8565
2001	Beachwood	NJ	Supply & Installation of 1,000 Invensys touch read remote water meters.		David Thesing	(732) 244-1090
2001	Saddlebrook	NJ	Installation of 400 Schlumberger water meters with R900 radio transmitters on commercial accounts. Plus certified exit meter testing.	$ 325,000.00	Mike Nannini	(201) 641-0770
2001	Doylestown	PA	Installation of 850 Invensys SRII Touch pad water meters.	$ 35,000.00	Craig Eaton	(215) 345-4140
2001	Brookwood Water Association	NJ	Supply & Cut-in Installation of 425 ABB Scancoder remote water meters.		Joe DeMarco	(908) 850-7185
1999-2001	Hazelton	PA	Installation of 5,000 Badger remote water meters.	$ 250,000.00	John Synoski	(570) 455-9407
2000	Warrington Township	PA	Installation of 250 Sensus water meters with MXU radio and touch read backup.	$ 20,000.00	Frank Corradi	(215) 768-6110
1999	Lyndhurst	NJ	Installation of 5,500 ABB water meters. Plus certified meter testing.	$ 320,000.00	Dan Kaufman	(201) 939-8805

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NMS' Project History & References

Date	City	State	Project Description	Contract Amt	Contact	Phone Number
1999	Fishkill	NY	Supply & Installation of 300 ABB Scancoder meters. Plus certified meter testing.	$ 50,000.00		
1999	Ambler	PA	Installation of 498 Schlumber ProRead Meters	$ 22,000.00	Bill Weir	(215) 646-1000
1999	Spring Lake	NJ	Installation & Retrofit of 1,800 Sensus touch read meters. Plus certified meter testing.	$ 133,000.00	Joe Gemmell	(732) 671-6400
1999	Lakehurst	NJ	Supply & Installation of 400 Badger pulse generator meter with outside remotes. Plus certified meter testing.	$ 60,000.00	Alan Dittenhoffer	(732) 286-9220
1998	Verona	NJ	Supply & Installation of 350 Schlumberger ARB V remote water meters.	$ 59,800.00	Hames Helb	(973) 857-4804
1998	Canajoharie	NY	Installation of 830 remote water meters.	$ 159,000.00	Heather Blakely	(518) 435-7215
1998	Rockaway Township	NJ	Installation of 4300 ABB water meters with Itron ERTs. Plus certified exit meter testing.	$ 285,000.00	Robert Sheard	(973) 983-2825
1998	Deptford	NJ	Installation of 2200 Schlumberger meters with Tele-Coder AMR.	$ 146,000.00	Ed Deak	(609) 848-0200
1998	Wall Township	NJ	Installation of 6500 Schlumberger ProRead water meters. Plus certified exit meter testing.	$ 372,000.00	Jim White	(732) 449-2700
1997	Garfield	NJ	Installation of 550 ABB Scancoder water meters.	$ 115,000.00	Mike Nannini	(201) 641-0770
1997	Verona	NJ	Installation of 360 Schlumberger ARB V remote water meters.	$ 64,850.00	James Helb	(973) 857-4804
1997	Elizabeth	NJ	Installation of 1,200 Hersey pulse generator water meters with outside remotes. Plus certified exit meter testing.	$ 72,030.00	Ray Zwarez	

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Tab 9

Underground Utility and Excavation Certification

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MARTIN, PETER HENRY

NATIONAL METERING SERVICES, INC.
163 SCHUYLER AVE
KEARNY NJ 07032

LICENSE NUMBER: CUC1224998

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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ATTACHMENT A
CONTRACT

THIS AGREEMENT, made and entered into, this 2 day of July, A.D., 2024, by and between the CITY OF HOLLYWOOD, Florida, a municipal corporation of the State of Florida, part of the first part, (hereinafter sometimes called the "CITY"), and

NATIONAL METERING SERVICES, INC.

party of the second part (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The parties hereto, for the considerations herein-after set forth, mutually agree as follows:

Article 1. Scope of Work: The CONTRACTOR shall furnish all labor, materials, and equipment and perform all work in the manner and form provided by the Contract Documents, for:

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory
IFB-082-23-JJ

Article 2. The Contract Sum: The CITY shall pay to the CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to additions and deductions as provided in the Contract Documents, as follows:

Based upon the prices shown in the Proposal heretofore submitted to the CITY by the CONTRACTOR, a copy of said Proposal being a part of these Contract Documents, the aggregate amount of this Contract being the sum of **Four Hundred Fourteen Thousand Two Hundred Seventy-Five Dollars and Zero Cents ($414,275.00)**.

Article 3. Partial and Final Payments: In accordance with the provisions fully set forth in the "General Conditions" of the "Specifications", and subject to additions and deductions as provided, the CITY shall pay the CONTRACTOR as follows:

(a) On the 15th day, or the first business day thereafter, of each calendar month, the CITY shall make partial payments to the CONTRACTOR on the basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR, less five percent (5%) of the amount of such estimate which is to be retained by the CITY until all work has been performed strictly in accordance with this Agreement and until such work has been accepted by the CITY. The parties' rights and obligations regarding retainage are further specified in Sections 2s18.735 and 255.078, Florida Statutes, as applicable.

(b) Upon submission by the CONTRACTOR of evidence satisfactory to the CITY that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the WORK have been paid in full, and also, after all guarantees that may be required in the Specifications have been furnished and are found acceptable by the CITY, final payment on account of this Agreement shall be made within sixty (60) days after

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completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the ENGINEER and approved by the CITY.

Article 4. Time of Completion: The CONTRACTOR shall commence work to be performed under this Contract within ten (10) consecutive calendar days after date of written Notice To Proceed and shall fully complete the Contract in accordance within the Contract Documents and meet all intermediate milestone completion dates required after said date of written notice as set forth in the Proposal, as may be modified by Instructions to Bidders, and stated in the Notice to Proceed.

It is mutually agreed between the parties hereto, that time is the essence, and in the event that construction of the WORK is not completed within the Contract Time and per intermediate dates, as may have been modified solely in accordance with the General Conditions of this Contract, that from the compensation otherwise to be paid to the CONTRACTOR, the CITY is authorized and shall retain, for each day thereafter, Sundays and holidays included, the sum set forth in the Supplementary General Conditions of this Contract as liquidated damages sustained by the CITY in the event of such default by the CONTRACTOR, or shall withhold such compensation for actual and consequential damages as my be stated therein or contemplated therefrom.

Article 5. Additional Bond: It is further mutually agreed between the parties hereto, that if, at any time after the execution of this Agreement and the Payment and Performance Bonds required herein for the express purpose of assuring the faithful performance of the Contractor's work hereto attached, the CITY shall deem the surety or sureties' to be unsatisfactory, or, if for any reason, said bonds cease to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the CITY furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

Article 6. Contract Documents: All of the documents hereinafter listed form the Contract and they are as fully a part of the Contract as if hereto attached, or repeated in this Agreement:

1.	Introduction	15.	General Terms and Conditions
2.	Special Terms and Conditions	16.	Scope of Services
3.	Submittal Checklist Form	17.	Contract
4.	Acknowledgement and Signature Page	18.	Drug-Free Workplace Program
5.	Bid Form	19.	Solicitation, Giving, and Acceptance…
6.	Vendor Reference Form	20.	W-9 (Request for Taxpayer Identification)
7.	Hold Harmless and Indemnity Clause	21.	Performance Bond
8.	Proposal	22.	Payment Bond
9.	Non-Collusion Affidavit	23.	General Conditions, Public Utilities
10.	Sworn Statement…Public Entity Crimes	24.	Supplementary General Conditions
11	Information Required from Bidders	25.	Addenda
12.	Certifications Regarding Debarment…	26.	Specifications

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13.	Trench Safety Form	27.	Drawings
14.	Bid Guaranty Form	28.	List of Subcontractors

Article 7. The rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by any contractor or subcontractor on the work covered by the contract shall be not less than the prevailing rate of wages and fringe benefit payments or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the city issues its invitation for bids. If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to the worker classification shall be the fringe benefit rate applicable to the worker classification with a fringe benefit rate that has a basic hourly wage closest in dollar amount to the worker classification for which no fringe benefit rate has been provided.

Article 8. No additional work or extras shall be performed unless the same be duly authorized by appropriate action of the City.

Article 9. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

Article 10. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by the City or the Engineer.

Article 11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

****

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written in three (3) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract:

THE CITY OF HOLLYWOOD, FLORIDA
Party of the First Part

DS

DocuSigned by:

By: _____ (SEAL)
E3E5798FD4A345A...
JOSH LEVY, MAYOR

DS RJ DS VH

ATTEST:

DocuSigned by:
Patricia A. Cerny
784415EE2C0C47E...

PATRICIA A. CERNY, MMC
City Clerk

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****

CONTRACTOR
Party of the Second Part

WHEN THE CONTRACTOR IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____ (SEAL)
(Witness) (Signature of Individual)

_____ _____
(Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ _____ (SEAL)
(Witness) (Signature of Individual)

****

WHEN THE CONTRACTOR IS A PARTNERSHIP:

_____ _____
(Witness) (Name of Firm) a Partnership

_____ BY: _____ (SEAL)
(Witness) (Partner)

****

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WHEN THE CONTRACTOR IS A CORPORATION:

Attest:

Secretary

National Metering Services Inc.
(Correct Name of Corporation)

BY: _____ (SEAL)
President

****

APPROVED AS TO FORM:

By DocuSigned by: Douglas Gonzales
3102649647E142A...
DOUGLAS R. GONZALES
City Attorney

APPROVED AS TO FINANCE:

By DocuSigned by: Stephanie Tinsley
A5200B173E98424...
Stephanie Tinsley
Financial Services Director

DS DG

DS FJ DS VM

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

CERTIFICATE

STATE OF ~~FLORIDA~~ New Jersey)
COUNTY OF ~~BROWARD~~ Hudson)

I HEREBY CERTIFY that a meeting of the Board of Directors of NAT. NH Motorsports Solutions, a corporation under the laws of the State of New Jersey, was held on 4-3-24, 2024 and the following resolution was duly passed and adopted:

> "RESOLVED, that William Castle as _____ President of the corporation, be and he is hereby authorized to execute the contracts on behalf of this corporation, and that his execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this 3rd day of April, 2024.

_____ (SEAL)
Secretary

- END OF SECTION -

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Issued In Triplicate

PERFORMANCE AND PAYMENT BOND

(Public Work)

In compliance with F.S. Chapter 255.05(1)(a)

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2), 255.05 (8) AND 255.05 (10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

Bond No.: 22-5145

CONTRACTOR:

Name: National Metering Services, Inc. Phone No. 201-246-1115
Address: 163 Schuyler Avenue
Kearny, NJ 07032

SURETY:

Name: The Ohio Casualty Insurance Company Phone No.
Address: 401 Plymouth Rd., Suite 450
Plymouth Meeting, PA 19462

OWNER:

Name: City of Hollywood Phone No
Address: Dept. of Public Utilities, Engineering & Construction Services Division
1621 N. 14th Avenue, Hollywood, FL 33020

OBLIGEE: (If contracting entity is different from the owner, the contracting public entity)

Name: _____ Phone N _____
Address: _____

Bond Amount: $414,275.00 Project Number: IFB-082-23-JJ

Description of Work: Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory

Project Location: Hollywood, FL

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

ATTACHMENT A
PERFORMANCE BOND Bond no. 015223556

KNOW ALL MEN BY THESE PRESENTS:

That we National Metering Services, Inc. 163 Schuyler Ave., Kearny NJ 07032 (201) 246-1115,
Name Address Tel. No.

as Principal, and The Ohio Casualty Insurance Company, 401 Plymouth Rd., Suite 450, Plymouth Meeting, PA 19462
Name Address Tel. No. (800)843-6446

as Surety, are held and firmly bound unto the City of Hollywood in the sum of Four Hundred Fourteen Thousand Two Hundred Seventy Five & 00/100 Dollars ($ 414,275.00), for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract, dated the 2nd day of July, 20 24 entered into between the Principal and the City of Hollywood, Florida, for the installation of **Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory, IFB-082-23-JJ.**

A copy of said Contract, **No. 22-5145** is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall in all respects comply with the terms and conditions of said Contract and his obligations thereunder, including all of the Contract Documents (that include the Introduction, Special Terms and Conditions, Scope of Services, General Terms & Conditions, Submittal Checklist Form, Instructions to Bidders, Proposal, Proposal Bid Form, Basis of Payment, Bid Guaranty Form , Trench Safety Form, Information Required from Bidders, Vendor Reference Forms, Hold Harmless and Indemnity Clause, Non-Collusion Affidavit, Sworn Statement…Public Entity Crimes, Certifications Regarding Debarment… , Drug-Free Workplace Program, Solicitation, Giving, and Acceptance…, Contract, Performance Bond, Payment Bond, General and Supplementary General Conditions, Technical Specifications, Addenda and Drawings), therein referred to and made a part thereof, and such alterations as may be made in said Drawings and Specifications as therein provided for, and shall indemnify and save harmless the City of Hollywood against and from all expenses, damages, injury or conduct, want of care of skill, negligence or default, including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal, and further, if the Principal shall promptly make payments to all who supply him, with labor and/or materials, used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract, then this obligation shall be null and void; otherwise, the Principal and Surety, jointly and severally, agree to pay the City of Hollywood any difference between the sum that the City of Hollywood may be obliged to pay for the completion of said work, by Contract or otherwise, and the sum that the City of Hollywood would have been obliged to pay for the completion said work had the Principal properly executed all of the provisions of said Contract, and any damages, whether direct, indirect, or consequential, which the City of Hollywood may incur as a result of the failure of the said Principal to properly execute all of the provisions of said Contract.

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AND, the said Principal and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will amply and fully protect the City of Hollywood against, and will pay any and all amounts, damages, costs and judgments which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of the said work, repair or maintenance thereof, or the manner of doing the same, or his agents or his servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid or otherwise.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications and Drawings accompanying the same, shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications and Drawings.

WHEN THE PRINCIPAL IS AN INDIVIDUAL:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Signature of Individual)

_____ _____
(Address) (Printed Name of Individual)

_____
(Witness)

_____
(Address)

WHEN THE PRINCIPAL IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A TRADE NAME:

Signed, sealed and delivered in the presence of:

_____ _____
(Witness) (Name of Firm)

_____ By: _____(Seal)
(Address) (Signature of Individual)

_____
(Witness)

_____
(Address)

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

WHEN THE PRINCIPAL IS A PARTNERSHIP:

Signed, sealed and delivered in the presence of:

_____ (Witness)

_____ (Address)

_____ (Witness)

_____ (Address)

_____ (Name of Partnership)

By: _____ (Seal)
(Partner)

_____ (Printed Name of Partner)

****

WHEN THE PRINCIPAL IS A CORPORATION:

Attest:

John Castle (Secretary)

National Metering Services, Inc. (Name of Corporation)

By: _____ (Seal)
(Affix Corporate Seal)

Richard Verdi Mayo (Printed Name)

Vice President (Official Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JOHN CASTLE, certify that I am the Secretary of the corporation named as Principal in the within bond; that Richard Verdi Mayo, who signed the said bond on behalf of the Principal was then Vice President of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

John Castle (SEAL)
Secretary

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

TO BE EXECUTED BY CORPORATE SURETY

Attest: Nicole Kaetzel
(Secretary) Nicole Kaetzel
Witness

The Ohio Casualty Insurance Company
(Corporate Surety)

401 Plymouth Rd., Suite 450
(Business Address)
Plymouth Meeting, PA 19462

By: Pamela B. Lipkin-Sauertig
(Affix Corporate Seal)

Pamela B. Lipkin-Sauertig
(Attorney-In-Fact)

USI Insurance Services, LLC
(Name of Local Agency)

180 Park Avenue, 1st Floor
(Business Address)

Florham Park, NJ 07932

STATE OF ~~FLORIDA~~ New Jersey

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared, Pamela Lipkin-Sauertig to me well known, who being by me first duly sworn upon oath, says that he is the attorney-in-fact for the The Ohio Casualty Insurance Company and that he has been authorized by The Ohio Casualty Insurance Company to execute the foregoing bond on behalf of the CONTRACTOR named therein in favor of the City of Hollywood, Florida.

Subscribed and sworn to before me this 14th day of May, 20 24.

ROBYN ROST
Notary Public, State of New Jersey
My Commission Expires Apr 3, 2028

Notary Public, State of ~~Florida~~ New Jersey
My Commission Expires:

****

APPROVED AS TO FORM:

By DocuSigned by: Douglas Gonzales 31026A9647F142A...
Douglas R. Gonzales
City Attorney

APPROVED AS TO FINANCE:

By DocuSigned by: Stephanie Tinsley A5200B173E9B424...
Stephanie Tinsley
Financial Services Director

DS DG

DS FJ DS VH

- END OF SECTION -

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

ATTACHMENT A
PAYMENT BOND Bond no. 015223556

KNOW ALL MEN BY THESE PRESENTS:

That we, National Metering Services, Inc. 163 Schuyler Ave., Kearny, NJ 07032 (201) 246-1115
Name Address Tel. No.

As Principal and The Ohio Casualty Insurance Company, 401 Plymouth Rd., Suite 450, Plymouth Meeting, PA 19462
Name Address Tel. No.
(800) 843-6446

as Surety, are held and firmly bound to the CITY OF HOLLYWOOD, FLORIDA herein called the City, in the sum of Four Hundred Fourteen Thousand Two Hundred Seventy Five & 00/100

Dollars ($ 414,275.00) for the payment of said sum we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, for the faithful performance of a certain written contract dated the 2nd day of July, 20 24, entered into between the Principal and the City of Hollywood, Florida for the **Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory, IFB-082-23-JJ / 22-5145.**

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION of this bond is that if Principal promptly makes payments to all claimants defined in Section 255.05 (1), F.S., supplying Principal with labor, materials or supplies used directly or indirectly by principal in the prosecution of the work provided for in the Contract, then this bond shall be null and void and of no further force and effect; otherwise to remain in full force and effect.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or any other changes in or under contract documents and compliance or noncompliance with any formalities connected with the contract does not affect Surety's obligation under this bond and Surety waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or any other changes, compliance, or noncompliance to the terms of the Contract or to the Work or to the Specifications.

This bond is furnished pursuant to the statutory requirements for bond on public works projects being Florida Statute 255.05. Claimants are hereby notified that the Statute 255.05(2) specifically requires that notice be given to Contractor within 45 days after beginning to furnish labor, materials or supplies for the prosecution of the work that claimants intends to look to the bond for protection. Further notice is hereby given claimants that written notice of nonpayment within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies must be delivered to the Contractor and to the Surety. Further notice is hereby given that no action for labor, materials or supplies may be instituted against the Contractor or the Surety on the bond after one year for the performance of the labor or completion of delivery of the materials or supplies.

Without modifying the foregoing, this bond shall be construed as requiring of the principal and surety no more and no less than is specified in F.S. 255.050.

SIGNED AND SEALED, this 14th day of May, 20 24.

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PRINCIPAL:

National Metering Services, Inc.

ATTEST: John Castle

John Castle

(SEAL)

(Signature) , VP

Vice President

(Title)

SURETY:

The Ohio Casualty Insurance Company

(Surety)

ATTEST: Nicole Kaetzel

Nicole Kaetzel, Witness

(Signature)

Pamela B. Lipkin-Sauertig

(Attorney-in-Fact)

****

APPROVED AS TO FORM:

DocuSigned by: Douglas Gonzales

By 31026A9647F142A...

Douglas R. Gonzales

City Attorney

DS DG

APPROVED AS TO FINANCE:

DocuSigned by: Stephanie Tinsley

By A5200B173E98424...

Stephanie Tinsley

Financial Services Director

DS FJ DS VM

- END OF SECTION -

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Liberty Mutual SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205954-984294

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Michael Culnen, Pamela B. Lipkin-Sauertig, Robyn Rost, Vicki Elizabeth Alfonso all of the city of Florham Park, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of July 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of July, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of May 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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Client#: 2008380 NATIONMET

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
180 Park Avenue
Suite 103
Florham Park, NJ 07932

CONTACT NAME: Katlen M. Yesse
PHONE (A/C, No, Ext): 973 965-3100 **FAX (A/C, No):** 610 537-2349
E-MAIL ADDRESS: katlen.yesse@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Cas. Co. of America	25674
INSURER B : Phoenix Insurance Company	25623
INSURER C : Standard Security Life Ins. Co. of NY	69078
INSURER D : Westchester Surplus Lines Insurance Co.	10172
INSURER E : Travelers Indemnity Company of CT	25682
INSURER F :	

INSURED
National Metering Services, Inc.
157-163 Schuyler Avenue
Kearny, NJ 07032

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	DTCO4W563523TIL24	04/14/2024	04/14/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY	X	X	8104W5546802426G	04/14/2024	04/14/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			Comp/Coll Ded:			BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			PPT & Lt Truck	$1,000		PROPERTY DAMAGE (Per accident)	$
	X Phys Damage			Med Truck	$2,000			$
A	X UMBRELLA LIAB X OCCUR	X	X	CUP4W56465A2426	04/14/2024	04/14/2025	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB4W5648702426G	04/14/2024	04/14/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	NY Disability			R99838000	01/01/2024	01/01/2025	Statutory Limits	
D	Pollution			G74425082001	02/14/2024	04/15/2025	Limit: $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. 22-5145, Project Name: Lead and Copper Rule Revisions (LCRR) Service Line Material Inventory IFB-082-23-JJ., Project Location: Hollywood, FL.
The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the City of Hollywood only when there is a written contract that requires such status, and only with regard to work performed by or on behalf of the named insured.

CERTIFICATE HOLDER

City of Hollywood
Department of Public Utilities, ESSD
1621 N 14th Avenue
Hollywood, FL 33020

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ulle Scott

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City of Hollywood
Public Utilities
Vincent Morello, Director
2600 Hollywood Boulevard, Hollywood, FL 33020
(954) 921-3299

ADDENDA REPORT

IFB No. IFB-126-23-JJ

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

RESPONSE DEADLINE: November 20, 2023 at 3:00 pm

Monday, February 5, 2024

Addenda Issued:

Addendum #1
Oct 30, 2023 11:01 AM
Please use the See What Changed link to view all the changes made by this addendum.

Addendum #2
Nov 6, 2023 12:43 PM
Please use the See What Changed link to view all the changes made by this addendum.

Addendum #3
Nov 13, 2023 8:42 AM
Please use the See What Changed link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
National Metering Services, Inc.	X	Nov 8, 2023 3:41 PM	william castle

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
National Metering Services, Inc.	X	Nov 8, 2023 3:41 PM	william castle

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
National Metering Services, Inc.	X	Nov 15, 2023 12:23 PM	william castle

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

City of Hollywood
Public Utilities
Vincent Morello, Director
2600 Hollywood Boulevard, Hollywood, FL 33020
(954) 921-3299

QUESTION & ANSWER REPORT

IFB No. IFB-126-23-JJ

Lead And Copper Rule Revisions (LCRR) Service Line Material Inventory (Re-Bid) FY-2024

RESPONSE DEADLINE: November 20, 2023 at 3:00 pm

Monday, February 5, 2024

Approved, Unanswered Questions

Approved, Answers Provided

1. License requirements

Oct 9, 2023 2:51 PM

Question: What are the required licenses to perform this work?

Oct 9, 2023 2:51 PM

Answered by Wilhelmina Montero: A General Contractor License is required.

Oct 30, 2023 4:51 PM

2. No subject

Oct 30, 2023 4:53 PM

Question: Will an underground utility and excavation license be accepted to perform this work?

Oct 30, 2023 4:53 PM

Answered by Jean Joinville: Yes, an underground utility and excavation license will be accepted to perform this work.

Nov 2, 2023 2:54 PM

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

ATTACHMENT B

GENERAL CONDITIONS, PUBLIC UTILITIES

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ATTACHMENT B
GENERAL CONDITIONS, PUBLIC UTILITIES

CITY OF HOLLYWOOD, FLORIDA
GENERAL CONDITIONS
FOR CONSTRUCTION CONTRACTS

ARTICLE 1 - DEFINITIONS

In the interpretation of these Contract Documents the following terms shall have the meaning indicated:

ADDENDA - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents.

CHANGE ORDER - A written order to CONTRACTOR executed in accordance with City procurement procedures, as amended authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time, issued after the date of Award.

CITY (OWNER) - The City of Hollywood, Florida.

COMMISSION - The City Commission of the City of Hollywood, Florida, being the legislative body of the CITY as set forth in the City of Hollywood Charter.

CONTRACT - The written agreement between the CITY and the CONTRACTOR covering the work to be performed in accordance with the other Contract Documents which are attached to the Contract and made a part thereof.

CONTRACTOR - The person, firm, or corporation with whom the CITY has entered into the Contract.

CONTRACT DOCUMENTS - The Notice to Bidders, Instruction to Bidders, Proposal, Information Required of Bidders, all Bonds, Agreement, and all supporting documents, these General Requirements and Covenants, the Specifications, Drawings and Permits, together with all Addenda and Change Orders issued with respect thereto.

CONTRACT PRICE - Total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of days agreed to in the Proposal, commencing with the date of the Notice to Proceed for completion of the work.

CONTROL - shall mean having the primary power, direct or indirect, to influence the management of a business enterprise. The controlling party must have the demonstrable ability to make independent and unilateral business decisions on a day-to-day basis, as well as the independent and unilateral ability to make decisions which may influence and chart the future course of the business.

DATE OF SUBSTANTIAL COMPLETION - The date when the work on the project, or specified part thereof, is substantially completed in accordance with the Contract Documents, such that

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the CITY can occupy or utilize the project or specified part thereof for the use and purpose for which it was intended as determined and accepted by the Engineer.

DAYS - Calendar days of 24 hours measured from midnight.

DRAWINGS - The drawings which show the character and scope of the work to be performed and which have been prepared by the DESIGN ENGINEER approved by ENGINEER and are referred to in and are a part of the Contract Documents.

ENGINEER - The Director of Public Utilities of the CITY of Hollywood, Florida, or his authorized designee.

EXCUSABLE DELAY - Delay caused by the CITY, hurricane, tornadoes, fires, floods, epidemics or labor strikes.

GENERAL CONDITIONS - That segment of the Contract Specifications incorporating the Provisions common to all CITY Construction Contracts.

INEXCUSABLE DELAY - Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR not specified in the definition of excusable delay.

INSPECTOR - The authorized field representative of the ENGINEER.

LIQUIDATED DAMAGES - The amount prescribed in the General Requirements to be paid the CITY, or to be deducted from any payments due the CONTRACTOR for each day's delay in completing the whole or any specified portion of the work beyond the Contract Time.

NOTICE OF AWARD - The written notice by the CITY to the successful Bidder stating that upon his execution of the Agreement and other requirements as listed therein within the time specified the CITY will sign and deliver the Agreement.

NOTICE TO PROCEED - A written notice by the ENGINEER to the CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform his obligation under the Contract Documents.

"OR EQUAL" - Equivalent or superior in construction, efficiency and effectiveness to a type, brand, model or process called out in the Contract Documents to establish a basis of quality as determined by the ENGINEER.

SHOP DRAWINGS - All certified affidavits, drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the WORK.

SPECIFICATIONS - Division 1 through 17 of these Contract Documents, consisting of administrative details and written technical descriptions of materials, equipment, standards and workmanship.

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SUPPLEMENTARY CONDITIONS - Division 1 of the Contract Specifications incorporating the provisions peculiar to a specific project.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work

SURETY - The person, firm or corporation responsible for the Bidder's acts in the execution of the Contract, or which is bound to the CITY with and for the CONTRACTOR to insure performance of the Contract and payment of all obligations pertaining to the work.

WORK - All the work materials or products specified, indicated, shown or contemplated in the Contract Documents to construct and complete the improvement, including all alterations, modifications, amendments or extension thereto made by Change Orders.

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ARTICLE 2 - ORGANIZATIONAL ABBREVIATIONS

Abbreviations of organizations which may be used in these Specifications are:

AASHTO: American Association of State Highway and Transportation Officials

ACI: American Concrete Institute

AIA: American Institute of Architects

AISC: American Institute of Steel Construction

AITC: American Institute of Timber Construction

ANSI: American National Standards Institute

APWA: American Public Works Association

ASTM: American Society for Testing and Materials

ASCE: American Society of Civil Engineers

ASME: American Society of Mechanical Engineers

ASHRAE: American Society of Heating, Refrigerating and Air Conditioning Engineers

AWPA: American Wood Preservers Association

AWWA: American Water Works Association

AWS: American Welding Society

BCEQCB: Broward County Environmental Quality Control Board

CRSI: Concrete Reinforcing Steel Institute

FDEP: Florida Department of Environmental Protection

FDNR: Florida Department of Natural Resources

FDOT: Florida Department of Transportation

FPL: Florida Power and Light

IEEE: Institute of Electrical and Electronic Engineers

NACE: National Association of Corrosion Engineers

NCPI: National Clay Pipe Institute

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NEC:	National Electrical Code
NEMA:	National Electrical Manufacturers Association
NFPA:	National Fire Protection Association
OSHA:	Occupational Safety and Health Act
PCI:	Prestressed Concrete Institute
SFBC:	South Florida Building Code, Broward Edition, Latest Revision
SFWMD:	South Florida Water Management District
SSPC:	Structural Steel Painting Council
UL:	Underwriters' Laboratories, Inc.
UNCLE:	Utility Notification Center for Location before Excavation (1-800-432-4770)
USEPA:	United States Environmental Protection Agency
USGS:	United States Geological Survey
WWEMA:	Water and Wastewater Equipment Manufacturers Association

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ARTICLE 3 - MISCELLANEOUS PRELIMINARY MATTERS

3.1 Contract Document Discrepancies:

Any discrepancies, conflicts, errors or omissions found in the Contract Documents shall be promptly reported to the ENGINEER who will issue a correction, if necessary, in writing. The CONTRACTOR shall comply with any corrective measures regarding the same as prescribed by the ENGINEER.

3.2 Submissions:

Unless indicated otherwise in the Contract Documents, within seven days subsequent to the CONTRACTOR executing and submitting the required documents of Article 2.13 in Section II - Special Terms and Conditions, the CONTRACTOR shall submit to the ENGINEER an estimated progress schedule indicating the starting and completion days of the various stages of the work. A preliminary Schedule of Values and a preliminary schedule of Shop Drawing submissions may also be required by Section 01300 of Division 1 - General Requirements.

3.3 Pre-construction Conference:

The Contractor will be required to attend a mandatory Pre- Construction Conference for review of the above schedules, establishing procedures and establishing a working understanding among the parties as to the work.

3.4 Contract Time:

The Contract Time will commence on the date of the Notice to Proceed and shall exist for the total number of days as specified in Attachment C – Supplementary General Conditions, Section 1, Project Schedule as modified by any subsequent Change Orders, Unless the CONTRACTOR fails to complete the requirements of Section II - Special Terms and Conditions, the additional time in days (including weekends) required to correctly complete the documents will be deducted by CITY from the Contract Time specified by the CONTRACTOR in this Proposal.

3.5 Computation of Time:

When any period of time is referred to the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a legal holiday, such day shall be omitted from the computation.

3.6 Commencement of Work:

The CONTRACTOR shall not perform work at the site prior to the date of the Notice to Proceed.

3.7 Extension of Contract Time:

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Extensions of time shall be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 11, Changes in Contract Time and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the Project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts, is used.

3.8 Notice and Service Thereof:

All notices, demands, requests, instructions, approvals and claims shall be in writing. Notices, demands, etc. shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the business address as defined at the Pre-Construction Conference.

3.9 Separate Contract:

The CITY reserves the right to let other Contracts in connection with this Project. The CONTRACTOR shall afford other Contractors reasonable opportunity for the introduction and storage for their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

3.10 Assignments of Contract:

No assignment by the CONTRACTOR of the Contract or of any part thereof, or any monies due or to become due thereunder shall be made.

3.11 Patents:

It is mutually understood and agreed that without exception, Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desired to use any design, device, material or process covered by letters, patent, or copyright, the right for such use shall be provided for by suitable legal agreements with the Patentee or Owner and a copy of this agreement shall be filed with the ENGINEER. However, whether or not such an agreement is made or filed as noted, the CONTRACTOR and the Surety in all cases shall indemnify and save harmless the CITY from any and all claims for infringement by reason of the use of any such patented design, device, material or process, to be performed under the Contract, and shall indemnify the said CITY from any costs, expenses, and damages which it may be obliged to pay, by reason of such infringement, at any time during the prosecution or after the completion of the work.

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3.12 Federal Excise Tax:

The forms needed for applying for exemption certificates for materials and equipment, normally subject to the Federal Excise Tax, may be obtained from the Director of Internal Revenue, Jacksonville, Florida.

The CONTRACTOR is solely responsible for obtaining the desired exemption certificate from the Federal Government.

3.13 Savings Due to Excise Tax Exemptions:

The Bidder shall include in the Bid price the estimated cost of all goods, supplies and equipment which will be incorporated in the Work and the taxes that the Bidder would be required to pay if the Bidder were to purchase such goods, supplies or equipment. By subsequent Change Order(s), the parties shall reduce the Bid price to reflect any goods, supplies and equipment purchased directly by City and the resulting tax savings due to City's exemption from Excise Taxes.

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. Consistent with the tax exemption for municipalities provided by state law, CITY and CONTRACTOR shall jointly operate so that CITY may purchase directly, goods, supplies and equipment which will be incorporated into the Work. The goods, supplies and equipment that will be purchased by CITY shall be approved in advance by the parties.

With respect to all goods, supplies and equipment to be purchased by CITY, CONTRACTOR shall, on behalf of CITY, take all actions necessary and appropriate to cause all purchases to be made and shall be responsible for delivery of all such goods, supplies and equipment, including verification of correct quantities and documents or orders, coordination of purchases and delivery schedules, sequence of delivery, unloading, handling and storage through installation, obtaining warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods, supplies and equipment at the time of delivery, and other arrangements normally required for the particular goods, supplies or equipment purchased. Unless otherwise directed by CITY, such actions shall also include taking the lead in efforts to resolve any and all disputes with the vendor. CONTRACTOR shall ensure that each vendor of goods, supplies and equipment purchased by CITY agrees in writing to the terms and conditions contained in CITY'S standard purchase order, which terms and conditions are set forth in Attachment C - Supplementary General Conditions of the Contract Documents. Even though CITY may purchase such goods, supplies and equipment, the goods, supplies and equipment shall be stored at the site in the same manner as goods, supplies and equipment purchased by CONTRACTOR.

CONTRACTOR shall hold CITY harmless from delays in manufacturing, delivery, and other unforeseen conditions that may arise as part of the procurement of CITY-purchased goods, supplies and equipment.

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3.14 Overtime Work:

The CONTRACTOR shall receive no additional compensation for overtime work, i.e., work in excess of eight hours in any one calendar day or 40 hours in any one calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the ENGINEER in writing. Additional compensation will be paid the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

3.15 Inspections and Testing during Overtime:

The CONTRACTOR shall establish a normal work schedule which does not exceed eight hours per day in a normal work day nor 40 hours per week in a normal work week. Normal work days shall be Monday through Friday. Whenever CONTRACTOR's work requires scheduled overtime, unless such overtime work is specifically required by the Contract Documents, CONTRACTOR shall reimburse the CITY for the extra costs incurred for providing Inspectors. Overtime shall be scheduled only after CONTRACTOR obtains written permission from the CITY. A change order shall be prepared to cover the CITY costs. Inspector costs shall be charged to the CONTRACTOR at a rate of $80.00 per hour with a minimum of four hours charged for weekends and holidays. If the CONTRACTOR has an overtime work force size of fifty or more persons a second Inspector will be required and the costs for two Inspectors will be $160.00 per hour.

3.16 Nights, Sunday or Holiday Work:

Except upon specific permission of the ENGINEER, the CONTRACTOR shall not perform any work on Sundays or on legal State or Municipal holidays. In accordance with City of Hollywood Code of Ordinances, Section 21.49, no work between 6:00 p.m. and 8:00 a.m. will be permitted, except in case of an emergency, that violates Section 21.49 concerning noise levels. All costs of testing and inspection performed during night, Sunday or holiday work shall be borne by the CONTRACTOR. The CONTRACTOR shall notify all regulatory agencies, including but not limited to the City Police Department, Fire Department, and Code Enforcement Department.

3.17 Injury or Damage Claims:

Should CITY or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage. However, nothing herein shall be deemed to affect the rights, privileges and immunities of City as are set forth in Section 768.28, Florida Statutes.

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ARTICLE 4 - CONTRACT DOCUMENTS

4.1 Intent:

The Contract Documents comprise the entire Agreement between the CITY and CONTRACTOR concerning the work. The Contract Documents can be altered only by Change Order. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. It is the intent of the Contract Documents that the CONTRACTOR, for due consideration, shall furnish all equipment, material, supervision and labor, (except as may be specifically noted otherwise) required or necessary to complete the work in total accordance with said Documents. It is the intent of the Drawings and Specifications to describe the Project to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the Drawings or Specifications as being required in order to produce the intended result shall be supplied whether or not it is specifically called for.

4.2 Order of Precedence of Contract Documents:

In resolving differences resulting from conflicts, errors or discrepancies in any of the following Contract Documents, the order of precedence shall be as follows:

1. Permits
2. Change Orders
3. Contract Agreement
4. Specification
5. Drawings

Within the Specifications the order of precedence is as follows:

1. Addenda
2. Section I - Introduction
3. Section II – Special Terms and Conditions
4. General Terms & Conditions
5. Attachment C- Supplementary General Conditions
6. Attachment B - General Conditions
7. Division 1, General Requirements
8. Technical Specifications
9. Referenced Standard Specifications

With reference to the Drawings the order of precedence is as follows:

1. Figures Govern over Scaled Dimensions
2. Detail Drawings Govern over General Drawings
3. Change Order Drawings Govern over Contract Drawings
4. Contract Drawings Govern over Standard or Shop Drawings

4.3 Reference To Standards:

Any reference to standard Specifications, manuals or codes of any organization or governmental authority shall mean the latest edition, in effect as of the Bid Opening Date.

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ARTICLE 5 - BONDS AND INSURANCE

5.1 Bid Guarantee:

Bidders maybe required to submit a Bid Guarantee in an amount indicated in the SECTION II - SPECIAL TERMS AND CONDITIONS. This Guarantee may be a Certified or Cashier's Check on a solvent National or State Bank, or a Bid Bond written by a Surety licensed to do business in Florida and rated at least "A", Class X in the latest edition of "Best's Key Rating Guide" published by A.M. Best Company.

5.2 Performance and Payment Bond:

CONTRACTOR shall furnish Performance and Payment Bonds, in amounts equal to the Contract Price as Security for the faithful performance and payment of CONTRACTOR's obligations. The Bond or Bonds shall remain in effect one year after the date of final payment. The Surety must be qualified as specified above in Paragraph 5.1. However, the City reserves the right to require additional bonds as set forth in Article 5 of the Contract.

5.3 Signatures:

All Bonds signed by an Agent must be accompanied by a Certified copy of the authority to act, with said copy having been signed (not typed nor printed) by an Officer of the Surety and carrying the seal of the Surety.

5.4 Insurance Coverage:

Within ten days from Notice of Award the CONTRACTOR shall purchase and maintain such insurance as specified in Article 2.25 of Section II – Special Terms and Requirements as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract or Contract Documents, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

5.5 Certificates of Insurance:

Within ten days of award, the Contractor shall obtain a Certificate of Insurance reflecting the necessary coverages as required by the Contract Documents. Certificates of Insurance shall contain a provision that coverages afforded under the policies will not be canceled until at least 30 days prior written notice has been given to the CITY. The City of Hollywood must be named as additional insured on all coverage with the exception of Workmen's Compensation. Policies shall be issued by companies authorized to do business under the Laws of the State of Florida. Policyholders and Financial Ratings must be no less than "A" and Class X respectively in the latest edition of "Best Key Rating Guide", published by A.M. Best Company.

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5.6 Insurance Limits of Liability:

The insurance required by this Article shall be written for no less than the level of liability specified in "Insurance Requirements", Section 2 of the Supplementary General Conditions, or required by law, whichever is greater. The insurance shall include contractual liability insurance applicable to the CONTRACTOR's obligations under this contract.

The level required in Section 2 of the Supplementary General Conditions will not be reduced for any reason.

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ARTICLE 6 - AVAILABILITY OF LAND; REFERENCE POINTS

6.1 Rights-of-Way:

Lands or Rights-of-Way for the work to be constructed under the Contract will be provided by the CITY. Nothing contained in the Contract Documents shall be interpreted as giving the CONTRACTOR exclusive occupancy of the lands or Rights-of-Way provided. Any additional lands or Rights-of-Way required for construction operations shall be provided by the CONTRACTOR at his own expense; provided, that the CONTRACTOR shall not; and the CITY nor the ENGINEER shall not be liable for any claims or damages resulting from the CONTRACTOR's unauthorized trespass or use of any such properties.

6.2 Permits:

When required by Article 2.16 of the Section II – Special Terms and Conditions, the CONTRACTOR shall secure, from the agencies having jurisdiction, the necessary permits to create obstructions, to make excavations if required under the Contract, and to otherwise encroach upon Rights-of-Way, and to present evidence to the ENGINEER that such permission has been granted, before work is commenced. Regulations and requirements of all agencies concerned shall be strictly adhered to in the performance of the Contract. The enforcement of such requirements under the Contract shall not be made the basis for additional compensation.

6.3 Lines and Grades:

The CONTRACTOR shall furnish all grades and all other lines required for the proper execution of the work.

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ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.1 Laws/Regulations to Be Observed:

The CONTRACTOR shall familiarize himself and comply with all Federal, State, County and CITY laws, by-laws, ordinances or regulations controlling the action or operation of those engaged or employed in the work or affecting material used, and govern himself in accordance with them. He shall indemnify and save harmless the CITY and all of its officers, agents and employees against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by himself or his employees or Subcontractors.

7.2 Indemnification of City:

(a) Refer to ARTICLE 1.46 – INDEMNIFICATION AND HOLD HARMLESS AGREEMENT of Section IV – General Terms and Conditions.

(b) Refer to ARTICLE 1.47 – PATENT AND COPYRIGHT INDEMNIFICATION of Section IV – General Terms and Conditions.

(c) The provisions of (a) and (b) above shall survive the expiration or earlier termination of the Contract Documents.

7.3 Guarantee of Payments:

The CONTRACTOR guarantees the payments of all just claims for materials, supplies, tools, labor and other just claims against him, or any Subcontractor in connection with this Contract, and his bond will not be released by final acceptance and payment by the CITY unless all such claims are paid or released.

7.4 Permits and Licenses:

The CONTRACTOR shall obtain all permits and licenses required by the Contract Documents. A copy of the permit(s) and such conditions and requirements thereon are a part of the Contract Documents. Failure to obtain such permits or licenses shall subject the CONTRACTOR to the provisions of the South Florida Building Code, Broward Edition.

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7.5 Emergencies:

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

7.6 Substitutes or "Or Equal":

A. Substitutes or "Or-Equal" Materials or Equipment:

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by the ENGINEER if sufficient information submitted by the CONTRACTOR to allow the ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The ENGINEER will be allowed 30 days within which to evaluate each proposed substitute. The ENGINEER will be the sole judge of acceptability, and NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT THE ENGINEER's PRIOR WRITTEN ACCEPTANCE which will be evidenced by either a Change Order or an approved set of Shop Drawings. Requests for review of substitute items of material and equipment will not be accepted by the ENGINEER from anyone other than the CONTRACTOR. The procedure for review by the ENGINEER is as follows:

If the CONTRACTOR wishes to furnish or use a substitute item of material or equipment, the CONTRACTOR shall make written application to the ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. In addition, the application shall

1. State that the evaluation and acceptance of the proposed substitute will not prejudice the CONTRACTOR's achievement of completion on time.

2. State whether or not acceptance of the substitute for use in the WORK will require a change in any of the Contract Documents to adapt design to the proposed substitute. The CONTRACTOR shall be responsible for any extra design adaptation costs associated with a proposed substitute.

3. State whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.

4. Provide complete substitute identification and description, including manufacturer's and local distributor's name and address, performance and test data, and reference standards.

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5. Provide samples, as required by ENGINEER.

6. Provide name and address of similar projects on which the proposed substitute has been used, and date of installation.
7. Identify all variations of the proposed substitute from that specified.

8. Indicate available maintenance, repair and replacement service.

9. Submit an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. The CONTRACTOR shall be responsible for the costs of redesign and claims of other Contractors.

10. Provide any additional data about the proposed substitute as the ENGINEER may require of the CONTRACTOR.

B. Substitute means, method, technique, sequence or procedure of construction:

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the ENGINEER, if the CONTRACTOR submits sufficient information to allow the ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the ENGINEER will be similar to that provided in Paragraph 7.6 A.

C. The CITY may require the CONTRACTOR to furnish at the CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute.

D. The ENGINEER will record time required by the ENGINEER and/or the ENGINEER's consultants in evaluating substitutions proposed by the CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute, THE CONTRACTOR SHALL REIMBURSE THE CITY FOR THE CHARGES OF THE ENGINEER AND THE ENGINEER's CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.

E. Any and all costs which result from changes to/adaptations of the work shall be paid by the CONTRACTOR including but limited to design, materials, installation, etc.

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7.7 Shop Drawings:

Shop Drawing submittals shall be as follows:

A. The CONTRACTOR shall submit a sufficient number of copies of each Shop Drawing to enable the ENGINEER to retain three copies unless additional copies are specified in the Contract Documents. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

B. The CONTRACTOR shall submit Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, fabricated structures, manufactured articles and structural components Manufacturer's Certified Affidavit that the item supplied complies with the design Specifications, and all other submittal requirements.

C. Shop Drawings for structural components, electrical or mechanical systems shall be Certified by a Registered Engineer of the discipline involved.

D. The CONTRACTOR shall thoroughly review and check the Shop Drawings, and each and every copy shall show his approval thereon. If the Shop Drawings show or indicate departures from the Contract requirements, the CONTRACTOR shall make specific mention thereof in his letter of transmittal. Failure to point out such departures shall not relieve the CONTRACTOR from his responsibility to comply with the Drawings and Specifications.

E. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent. It is the CONTRACTOR's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them himself and then make one submittal to the ENGINEER along with his comments as to compliance, non-compliance, or features requiring special attention.

F. If catalog sheets or prints of manufacturer's standard drawings are submitted as Shop Drawings, any additional information or changes on such Drawings shall be typewritten or lettered in ink.

G. The CONTRACTOR shall keep one set of Shop Drawings marked with the ENGINEER's approval at the job site at all times.

H. Where a Shop Drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the ENGINEER.

I. Approval of the Shop Drawings shall constitute approval of the subject matter thereof only, and not of any structure, material, equipment or apparatus shown or indicated. The approval of the Shop Drawings will be general and shall not relieve the CONTRACTOR of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the contract and not indicated on the Drawings. Approval shall not relieve the CONTRACTOR from responsibility for errors or omissions of any sort on the Shop Drawings.

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7.8 Personnel:

A. Supervision and Superintendence:

1. The CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.

2. The CONTRACTOR shall keep on the work at all times during its progress a competent resident Superintendent fluent in both oral and written communication in the English language, who shall not be replaced without written notice to the ENGINEER except under extraordinary circumstances. The Superintendent will be the CONTRACTOR's representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.

B. Workforce:

1. None but skilled workers shall be employed on work requiring special qualifications. When required in writing by the ENGINEER, the CONTRACTOR or any Subcontractor shall discharge any person who is, in the opinion of the ENGINEER, incompetent, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the ENGINEER. Such discharge shall not be the basis of any claim for damages against the CITY or any CITY agents.

2. With respect to all skilled, semi-skilled and unskilled workers employed on the Project under this Contract, preference in employment shall be given to persons residing in Hollywood when such persons are available and qualified to perform the work to which the employment relates. No person shall be employed in violation of the State or National Labor Laws. No person under the age of 16 years shall be employed on a Project under the Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract; provided that this shall not operate against the employment of physically handicapped persons, otherwise employable where such persons may be safely assigned to work which they can ably perform. No person currently serving sentences in a penal or correctional institution and no inmate of an institution for

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mentally defective shall be employed on a Project under this Contract without specific approval of the ENGINEER.

3. No discrimination shall be made in the employment of persons on the work by the CONTRACTOR or by any Subcontractor under him, because of the race, color, sex, age or religion of such persons, and there shall be full compliance with the provisions of applicable State and Federal laws in this regard.

7.9 Safety and Protection:

A. Federal Safety and Health Regulations:

The CONTRACTOR and Subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the Secretary of Labor under the "Occupational Safety and Health Act of 1970".

B. Responsibilities:

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the work and other persons who may be affected thereby.

2. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocating or replacement in the course of construction.

C. Designated Safety Officer:

The CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR's Superintendent unless otherwise designated in writing by the CONTRACTOR to the ENGINEER.

D. Protection of the Work:

Until acceptance of the work by the CITY, it shall be under the charge and in care of the CONTRACTOR and he shall take every necessary precaution against injury or damage to the work by action of the elements or from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any of the above causes before its completion and acceptance.

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7.10 Traffic Control, Public Safety and Convenience:

A. The CONTRACTOR shall at all times conduct his work so as to assure the least possible obstruction to traffic and inconvenience to the general public, and provide adequate protection of persons and property in the vicinity of the work.

B. WHEN THE NORMAL FLOW OF TRAFFIC WILL BE IMPAIRED OR DISRUPTED IN ANY MANNER ON ANY STREET, THE CONTRACTOR SHALL NOTIFY THE POLICE TRAFFIC SERGEANT AT 921-3610 AT LEAST 48 HOURS IN ADVANCE.

C. Streets shall not be closed, except when and where directed by the ENGINEER, and whenever a street is not closed the work must be conducted with the provision for safe passageway for traffic at all times. The CONTRACTOR shall make all necessary arrangements concerning maintenance of traffic and selection of detours required.

D. When permission has been granted to close an existing roadway, or portion thereof, the CONTRACTOR shall furnish and erect signs, barricades, lights, flags and other protective devices as necessary subject to the approval of the ENGINEER. From sunset to sunrise, the CONTRACTOR shall furnish and maintain as many yellow lights as the ENGINEER may direct.

E. During working hours the CONTRACTOR shall furnish watchmen in sufficient numbers to protect and divert the vehicular and pedestrian traffic from working areas closed to traffic, or to protect any new work. Failure to comply with this requirement will result in the ENGINEER shutting down the work until the CONTRACTOR shall have provided the necessary protection.

F. No separate payment will be made for such signs, barricades, lights, flags, watchmen or other protective devices as required, with all costs thereof deemed to be included in the prices bid for the various items scheduled in the bid.

G Sidewalks, gutters, drains, fire hydrants and private drives shall, in so far as practicable, be kept in condition for their intended uses. While the work is actually going on at any location, as much as half the street width at that location may be barricaded to exclude traffic entirely, but street traffic shall not be obstructed needlessly. Fire hydrants on or adjacent to the work shall be kept accessible to fire apparatus at all times, and no material or obstruction shall be placed within ten feet of any such hydrant.

H. Construction material stored upon the public street shall be placed so as to cause as little obstruction to the general public as is reasonably possible.

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7.11 Use of Explosives:

When the use of explosives is necessary for the prosecution of the work, the CONTRACTOR shall observe the utmost care so as not to endanger life or property, and whenever directed, the number and size of charges shall be limited. All explosives shall be stored in a secure manner and all such storage places shall be marked clearly "DANGEROUS EXPLOSIVES" and shall be in care of a competent watchman at all times. The CONTRACTOR must familiarize himself with all laws and ordinances pertaining thereto, and govern himself and his employees accordingly.

7.12 Loading of Structures:

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

7.13 Concerning Subcontractors:

A. The CONTRACTOR, with his own forces, shall perform no less than 25% of the work as determined by the Contract price. Each Subcontractor shall be properly licensed for the type of work he is to perform.

B. A copy of each Sub-Contract shall be filed promptly with the ENGINEER upon request. Each Sub-Contract shall contain a reference to the Contract between the CITY and the CONTRACTOR, and the terms and conditions of the Contract shall be made a part of each Sub-Contract. Each Sub-Contract shall provide for annulment of same by the CONTRACTOR upon written order of the ENGINEER if the Subcontractor fails to comply with the requirements of this Contract.

C. The CONTRACTOR shall be responsible to the CITY and ENGINEER for the acts and omissions of his Sub- Contractors and their employees to the same extent as he is responsible for the acts and omissions of his own employees. Nothing contained in this Contract shall create any contractual relationship between any Subcontractor and the CITY or ENGINEER nor relieve the CONTRACTOR of any liability or obligation under this Contract.

7.14 Materials and Equipment:

A. Material for the Work:

1. The CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

2. Unless otherwise specified, shown or permitted by the ENGINEER, all material and equipment incorporated in the work shall be new and of current manufacture. The ENGINEER may request the CONTRACTOR to furnish manufacturer's certificates to this effect.

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3. The ENGINEER may require any or all materials to be subjected to test by means of samples or otherwise, at production points or after delivery. The CONTRACTOR shall afford such facilities as the ENGINEER may require for collecting and forwarding samples, which samples shall be furnished by the CONTRACTOR without charge. The CONTRACTOR shall furnish evidence satisfactory to the ENGINEER that the materials and finished articles have passed the required test prior to the incorporation of such materials and finished articles in the work. Unless otherwise provided, the cost of such inspection and testing shall be as provided in Article 12.2.

4. All packaged manufactured products for use on the work shall be delivered to the work in their original, unopened packages, bearing thereon the manufacturer's name and the brand name of the product.

5. Wherever any product or material is selected to be used on the work, all such products or material shall be of the same brand and manufacture throughout the work.

6. All equipment, tools and machinery used for handling material or executing any part of the work shall be maintained in a satisfactory working condition. All equipment utilized on any portion of the work shall be such that no injury to personnel, the work, adjacent property or other objects will result from its use.

7. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

B. Storage of Materials:

1. All materials and equipment including that ordered by the CITY designed for permanent installation in the work shall be properly stored by the CONTRACTOR to insure protection against deterioration of any type. These materials shall be placed as to cause a minimum of inconvenience to other contractors on the work and to the public. The storage piles shall be arranged to facilitate inspections, and any deterioration shall be grounds for rejection.

2. Materials stored in public Rights-of-Way, shall be stored in such a manner so as to be compatible with the Traffic Control requirements set forth in Paragraph 7.10. Materials shall be stored so as not to deny access to public or private property. Stored materials shall be adequately marked with barricades and/or flashing warning lights, where necessary, so as to protect the materials from damage and to protect the public health, safety and welfare.

3. Lawns, grass plots or other private property shall not be used for storage purposes without written permission of the Owner or Lessee of that private

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property. Should the CONTRACTOR desire to store equipment or materials of any kind on the property of the CITY, he must obtain permission from the ENGINEER. The CITY reserves the right to order materials to be removed or relocated in such approved storage areas, if necessary.

4. The protection of stored materials shall be the CONTRACTOR's responsibility and the CITY OF HOLLYWOOD shall not be liable for any loss of materials, by theft or otherwise, nor for any damage to the stored materials.

C. Salvage of Materials and Equipment:

The CITY reserves the right to retain title to all soil, sand, stone, gravel, equipment, machinery or any other material that was a part of the structure, site or Right- of-Way and which was developed from excavations or other operations connected with the work. The CONTRACTOR will be permitted to use in the work, without charge, any such material which meets the requirements of the Contract Documents. For that material which the CITY desires to retain the CONTRACTOR shall, at his expense, transfer to a site within the CITY as designated by the ENGINEER. That material which the CITY does not wish to retain shall be the property of the CONTRACTOR and removed from the site at CONTRACTOR's expense.

7.15 Temporary Utilities:

The CONTRACTOR shall provide and maintain at his own expense, all water, power, telephone and sanitary facilities as required to comply with State and/or local Codes and Regulations. If water, including that for testing is required, it is the CONTRACTOR's responsibility to arrange through the CITY Water Department for a water meter. A deposit to be paid by the CONTRACTOR is required for meter rental and all water shall be purchased at the prevailing rate.

7.16 Review of Records:

The CONTRACTOR shall allow and permit the ENGINEER or his duly authorized representative to inspect and review all payrolls, records of personnel, conditions of employment, invoice of materials, books of accounts and other relevant data and records pertinent to the CONTRACT and Sub-Contracts.

7.17 Use of Premises:

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or required by the Contract Documents, and shall not interfere with the premises or operation of the City Utilities facilities with construction equipment or other materials or equipment. Construction which interferes with Plant Operations shall be fully coordinated and approved by the ENGINEER.

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7.18 CONTRACTOR's Daily Reports:

Except where otherwise provided, the CONTRACTOR shall complete a daily report indicating manpower, major equipment, Subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms approved by the ENGINEER, and shall be submitted to the ENGINEER at the conclusion of each work day.

7.19 Record Documents:

The CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and samples at the site, in good order and annotated to show all changes made during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER upon completion of the work.

7.20 Cleanliness of the Site:

During the progress of the work, The CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work. At the completion of the work the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

7.21 Dust Control:

It shall be the CONTRACTOR's responsibility to control dust by watering as directed by the ENGINEER. The water used shall be paid for by the CONTRACTOR. Should the CONTRACTOR fail to control dust to the satisfaction of the ENGINEER, the CITY will control the dust by whatever means the CITY desires and the CONTRACTOR shall pay all expenses incurred by the CITY associated with the control of the dust.

7.22 Continuing the Work:

The CONTRACTOR shall carry on the work and maintain the Progress Schedule during all disputes or disagreements with the CITY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the CITY may otherwise agree in writing.

7.23 Indemnification:

In consideration of the amount listed in the Bid Form and other valuable consideration, the Contractor shall defend, indemnify and save harmless the CITY, its officers, agents, and employees from or on account of any personal injury, loss of life or damage to property received or sustained by any person or persons during or on account of any operations connected with the construction of this Project; or by or in consequence of any negligence (excluding negligence of the CITY), in connection with the same; or by use of any improper materials or by or on account of any use of any improper materials or by or on account of any act or omission of the said Contractor or his subcontractor, agents, servants or employees. Contractor agrees to indemnify and save harmless the

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CITY against any liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by the Contractor, his subcontractor, agents, servants or employees. Contractor further agrees to indemnify and save harmless the CITY from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the CITY on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the CITY for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the Contractor to defend at his own expense or to provide for such defense, at the CITY's option, any and all claims or liability and all suits and actions of every name and description that may be brought against the Owner which may result from the operations and activities under this Contract whether the construction operations be performed by the Contractor, his subcontractor or by anyone directly or indirectly employed by either.

Nothing in this indemnification shall be deemed to affect the rights, privileges or immunities of the CITY as set forth in Section 768.28, Florida Statutes.

The CITY will pay to the Contractor the specific consideration, in the amount stated in the Bid Form. The Contractor shall acknowledge the receipt of payment and other good and valuable consideration from the Owner which has been paid to him as specific consideration for the indemnification provided herein and in accordance with the provisions of Chapter F.S.A., Section 725.06.

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ARTICLE 8 - CITY'S RESPONSIBILITIES

8.1 Communications:

The CITY shall issue all communications to the CONTRACTOR through the ENGINEER.

8.2 Furnish Contract Documents:

The CITY shall furnish the number of Contract Documents as specified in the Supplementary General Conditions to the CONTRACTOR at no cost. Referenced Standard Specifications Manuals, guidebooks, etc., will not be provided.

8.3 Furnish Right-of-Way:

The CITY shall furnish the necessary land or Right-of-Way on which the work is to be accomplished, and will provide lines and grades as specified in Article 6.

8.4 Timely Delivery of Materials:

The CITY shall be responsible for the delivery of any CITY furnished material, equipment or labor as specified in the Contract Documents.

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ARTICLE 9 - ENGINEER'S STATUS

9.1 Authority of the Engineer:

A. The general supervision of the execution of this Contract is vested in the ENGINEER who is the CITY's sole representative during the construction period. The instructions of the ENGINEER are to be strictly and promptly followed in every case. The CONTRACTOR's representative (Article 7.8 A. 1.) shall be responsible for the execution of any instructions given by the ENGINEER during the absence of the CONTRACTOR.

B. The ENGINEER is the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work. Claims, disputes and other matters relating to the acceptability of work or requirements of the Contract Documents shall be referred in writing to the ENGINEER within 15 days of the event, with a request for a formal decision, which the ENGINEER will render in writing within a reasonable time. This rendering of a decision by the ENGINEER will be a condition precedent to any exercise by the CITY or CONTRACTOR of rights or remedies as either may otherwise have under the Contract Documents or at law in respect to any such claim, dispute or other matter.

C. The ENGINEER will issue with reasonable promptness any written clarifications or interpretations of the Contract Documents as he shall deem necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If, as a result of a clarification or interpretation, either the CONTRACTOR or ENGINEER believes a Change Order is justified, it shall be submitted.

D. The ENGINEER has approval authority over the acceptability of all material or equipment furnished, Shop Drawings, Change Orders, work performed and the rate of progress of the work. Verification of the quantities of work performed for pay purposes is the responsibility of the ENGINEER.

E. The ENGINEER also has the authority to disapprove or reject work which is defective, and may require special inspection or testing of the work, whether or not it is fabricated, installed or completed.

F. The ENGINEER has the authority to suspend the work wholly or in part for such period or periods as may be deemed necessary, due to the unsuitable prosecution of the work, or for such time as is necessary due to failure on the part of the CONTRACTOR to carry out orders given or perform any or all provisions of the Contract. The CONTRACTOR shall not suspend the work and shall not remove any equipment, tools, lumber or other materials without the written permission of the ENGINEER.

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9.2 Access to the Work:

The ENGINEER is to have free access to the materials and work at all times for laying out, measuring or inspecting same, and the CONTRACTOR is to afford him all necessary facilities and assistance for so doing.

9.3 Limitations on The ENGINEER's Responsibilities:

A. Neither the ENGINEER's authority to act under this Article or elsewhere in the Contract Documents nor any decision made by the ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the ENGINEER to the CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the work.

B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of the ENGINEER as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that the ENGINEER has authority to supervise or direct performance of the work.

C. The ENGINEER will not be responsible for the CONTRACTOR's means, methods, techniques, sequences or procedures of construction, nor the safety precautions and programs incident thereto, and the ENGINEER will not be responsible for the CONTRACTOR's failure to perform the work in accordance with the Contract Documents.

D. The ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or subcontractor, or of any other persons at the site or otherwise performing any of the work.

9.4 Inspectors:

A. Inspectors employed by the CITY assist the ENGINEER in ascertaining the work conforms to the Contract Documents and are authorized to inspect all work done and material furnished as representatives of the ENGINEER. Inspectors shall be stationed at the site of the work to report to the ENGINEER as to the progress of the work and the quality of workmanship and material.

B. In case of any dispute arising between the CONTRACTOR and the Inspector, the Inspector shall have the authority to reject material or to suspend the work until the question of issue can be referred to and decided upon by the ENGINEER.

C. If the CONTRACTOR refuses to suspend operation on verbal order, the Inspector shall issue a written order giving the reason for shutting down the work.

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After placing the order in the hands of the man in charge, the Inspector shall immediately leave the job. work done during the absence of the Inspector, after such written notice, will not be accepted nor paid for.

D. Inspectors are not authorized to revoke, alter, enlarge, relax or release any requirements of these Contract Documents, nor to issue instructions contrary to them. Inspectors shall in no case act as foreman or perform other duties for the CONTRACTOR, nor interfere with management of the work by the latter. Any instructions which Inspectors may give the CONTRACTOR shall in no way be construed as releasing the CONTRACTOR from fulfillment of the terms of the Contract.

E. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity, or the granting of any valuable favor, by the CONTRACTOR to any Inspector, directly or indirectly, is strictly prohibited and any such act on the part of the CONTRACTOR will constitute a violation of this Contract and may subject the CONTRACTOR to other penalties provided for by law or ordinance.

9.5 Inspections:

A. The ENGINEER will make, or have made, such inspections and tests as he deems necessary to assure that the work is being accomplished in accordance with the requirements of the Contract. In the event such Inspections or tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures as well as the cost of subsequent reinspection and retesting.

B. Work done in the absence of a prescribed inspection may be required to be removed and replaced under proper inspection. The entire cost of removal and replacement, including the cost of all material which may be furnished by the CITY and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the ENGINEER, shall, upon order of the ENGINEER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of performing all the work and furnishing all the material necessary for the removal of the covering and its subsequent replacement.

C. Unless otherwise provided, the cost of inspection and all inspection fees imposed by public agencies other than the fees associated with the issuance of the Master Building Permit by the City of Hollywood shall be paid by the CONTRACTOR.

D. No inspection nor any failure to inspect at any time or place shall relieve the CONTRACTOR from any obligation to perform all of the work in strict conformance with the requirements of the Contract Documents.

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ARTICLE 10 - CHANGES IN THE WORK/CONTRACT PRICE

10.1 Changes in the Work or Terms of Contract Documents:

A. Without invalidating the Contract and without notice to any surety CITY reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Clarifications, Field Orders, or Change Orders.

B. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change.

This section shall not prohibit the issuance of Change Orders executed only by CITY as hereinafter provided.

10.2 Supplemental Instructions - Clarifications:

A. The CITY, through the ENGINEER, shall have the right to approve and issue Clarifications setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Clarifications involve no change in the Contract Price or the Contract Time.

B. The ENGINEER shall have the right to approve and issue Clarifications setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Clarifications involve no change in the Contract Price or the Contract Time.

10.3 Field Orders / Change Orders:

A. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Clarifications, including all changes resulting in changes in the Contract Price or the Contract Time, shall be authorized only by Field Orders or Change Orders approved in advance and issued in accordance with the provisions of the CITY Procurement Code, as amended from time to time.

B. CONTRACTOR shall not start work on any changes requiring an increase in the Contract Price or the Contract Time until a Field Order or Change Order setting forth the adjustments is approved by the CITY. Upon receipt of a Change Order CONTRACTOR shall promptly proceed with the work set forth within the document.

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C. Field Orders shall be issued for change in Contract Price related to Cost Allowances specifically included on the Proposal Bid Form. Change Orders shall be issued when required for all other Contract Price Changes. Hereinafter, the term “Change Order(s)” shall be used to include “Change Orders” and “Field Orders” with the exception that Field Order shall not be used for any Contract Time adjustments.

D. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, CITY reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or the work shall be performed on the “cost of work” basis as described in Article 10.4.

E. On approval of any Contract change increasing the Contract Price, CONTRACTOR shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract Price as increased.

F. Under circumstances determined necessary by CITY, Change Orders may be issued unilaterally by CITY.

10.4 Value of Change Order Work:

A. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

A.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Article 10.4.G.

A.2 By mutual acceptance of a lump sum which CONTRACTOR and CITY acknowledge contains a component for overhead and profit.

A.3 On the basis of the "cost of work," determined as provided in this Article, plus a CONTRACTOR's fee for overhead and profit which is determined as provided in Article 10.4.D.

B. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Article 10.4.C.

B.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the work described in the Change Order under schedules of job classifications agreed upon by CITY and

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CONTRACTOR. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays shall be included in the above to the extent authorized by CITY.

B.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to CITY. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to CITY and CONTRACTOR shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY with the advice of ENGINEER and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

B.3 Payments made by CONTRACTOR to Subcontractors for work performed by Subcontractors, If required by CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to CITY who will then determine, with the advice of ENGINEER, which bids will be accepted. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as CONTRACTOR'S cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

B.4 Cost of special engineers, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

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B.5 Supplemental costs including the following:

The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.

Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of CONTRACTOR.

Sales, use, or similar taxes related to the work, and for which CONTRACTOR is liable, imposed by any governmental authority. Deposits lost for causes other than CONTRACTOR's negligence; royalty payments and fees for permits and licenses. The cost of utilities, fuel, and sanitary facilities at the site. Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work. Cost of premiums for additional bonds and insurance required because of changes in the work.

C. The term "cost of the work" shall not include any of the following:

C.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed-upon schedule of job classifications referred to in this Article, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

C.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

C.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payments.

C.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.

C.5 Costs due to the negligence or neglect of CONTRACTOR, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to,

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the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

C.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in this Section.

D. CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

D.1 A mutually acceptable fixed fee or if none can be agreed upon,

D.2 A fee based on the following percentages of the various portions of the cost of the work:

For costs incurred under Article 10.4.B.1, CONTRACTOR's fee shall not exceed ten percent (10%).

For costs incurred under Article 10.4.B.3 and B.4, CONTRACTOR's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%);

No fee shall be payable on the basis of costs itemized under Article 10.4.B.5 and Article 10.4.C.

E. The amount of credit to be allowed by CONTRACTOR to CITY for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in anyone change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, CONTRACTOR shall not be entitled to claim lost profits for any Work not performed.

F. Whenever the cost of any work is to be determined pursuant to Articles 10.4.B and 10.4.C, CONTRACTOR will submit in a form acceptable to CONSUL T ANT an itemized cost breakdown together with the supporting data.

G. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

H. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, CONTRACTOR shall submit an initial cost estimate acceptable to ENGINEER and CITY.

H.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost.

H.2 Whenever a change involves CONTRACTOR and one or more Subcontractors and the change is an increase in the Contract Price,

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overhead and profit percentage for CONTRACTOR and each Subcontractor shall be itemized separately.

I. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

10.5 Notification and Claim for Change of Contract Price:

A. Any claim for a change in the Contract Price shall be made by written notice by CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Price shall be in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

10.6 Notice of Change:

If notice of any change affecting the general scope of the work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the CITY. Failure of the CONTRACTOR to obtain such approval from the Surety may be a basis for termination of this Contract by the CITY.

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10.7 Records:

The CONTRACTOR's representative and the ENGINEER shall compare records of extra work done at the end of the day. Such records shall be made in duplicate upon a form provided for such purpose by the ENGINEER and shall be signed by both the Inspector and the CONTRACTOR's representative, one copy being submitted to the ENGINEER and the other being retained by the CONTRACTOR.

10.8 Cancelled Items and Payments Therefore:

The CITY COMMISSION shall have the right to cancel those portions of the Contract relating to the construction of any item provided therein. Such cancellation shall entitle the CONTRACTOR to payment in a fair and equitable amount covering all items of cost incurred by him prior to the date of cancellation or suspension of the work. The CONTRACTOR shall be allowed a profit percentage on the materials used and on construction work actually performed, at the same rates as provided for "Extra Work", but no allowance will be made for anticipated profits. Acceptable materials ordered by the CONTRACTOR or delivered on the work, prior to date of such cancellation or suspension, may be purchased from the CONTRACTOR by the CITY at actual cost and shall thereupon, become property of the CITY, or may be returned to the manufacturer for a reasonable restocking charge.

10.9 Full Payment:

The Compensation herein provided shall be received and accepted by the CONTRACTOR as payment in full for all extra work done or costs incurred in event of cancellation.

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ARTICLE 11 - CHANGES IN THE CONTRACT TIME

11.1 Change Order:

The Contract Time may only be changed by a Change Order. A FULLY EXECUTED CHANGE ORDER MUST EXIST PRIOR TO EXTENSION OR SHORTENING OF THE CONTRACT TIME.

11.2 Notification and Claim for Change of Contract Time:

A. Any claim for a change in the Contract Time shall be made by written notice by the CONTRACTOR to the CITY and to ENGINEER within five (5) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by CONTRACTOR's written notarized statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time shall be determined in accordance with Articles 10.3 and 10.4 hereof, if CITY and CONTRACTOR cannot otherwise agree. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

B. The Contract Time will be extended an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of CONTRACTOR if a claim is made thereafter as provided in Article 11.2. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by CITY, fire, floods, labor disputes, epidemics, abnormal weather conditions or acts of God

11.3 Basis for Extension:

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the CONTRACTOR can clearly demonstrate, through schedule analysis, that the delay to the work as a whole arose in accordance with Article 12.3 or Article 15.1, and that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of the delay, available to absorb specific delays and associated impacts is used.

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11.4 Change of Time Due to Contract Execution Problems:

Refer to Article 3.4 for a decrease in Contract Time when the CONTRACTOR fails to return the correctly executed Contract Documents within the time allowed.

11.5 Change of Time Due to Change Order Evaluation:

When evaluating a proposed Change Order, the ENGINEER shall have access to any available float or contingency time. Extension will only be considered in accordance with Article 11.3.

11.6 Change of Time and Inspection and Testing:

Neither observations by the ENGINEER, nor inspections, tests or approvals by others, passing or failing, will be cause for consideration of time extension.

11.7 Change of Time and Defective Work:

A. If WORK is found to be defective, CONTRACTOR shall bear all remedial expenses including any additional costs experienced by CITY due to delays to others performing additional WORK. CONTRACTOR shall further bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

B. If the WORK is found to be defective per the Specifications, but the CITY chooses to accept it at its sole discretion, CONTRACTOR shall bear the responsibility for maintaining schedule, and will be excluded from a time extension and the recovery of delay damages due to the uncovering.

11.8 Liquidated Damages:

All time limits stated in the Contract Documents are of the essence. The provisions of this Article 11 shall not exclude recovery for damages by CITY as indicated in Section 3 of the Supplementary General Conditions.

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ARTICLE 12 - WARRANTY AND GUARANTEE; TEST AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Warranty and Guarantee:

The CONTRACTOR warrants and guarantees to the CITY and the ENGINEER that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

12.2 Tests and Inspections:

A. The CONTRACTOR shall give the ENGINEER and, when appropriate, the Building Department and other regulatory authorities which have jurisdiction over the work, timely notice of readiness of the work for all required inspections, tests or approvals.

B. All inspections performed as a result of the issuance of the Master Building Permit shall be performed by the CITY. All costs associated with such inspections shall be paid by the CITY, EXCEPT THAT should said test or inspection fail to pass the CONTRACTOR shall pay all costs associated with the rework and the retesting.

C. When any other regulatory authority, by virtue of its rules or regulations, requires specific tests or inspections, the CONTRACTOR shall assume full responsibility for and pay all costs in connection with said tests and inspections.

D. The CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the ENGINEER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the work, or of materials or equipment submitted for approval prior to ENGINEER's acceptance thereof for incorporation in the work and as otherwise specified in the Contract Documents.

E. Neither observations by the ENGINEER nor inspections, tests or approvals by others shall relieve the CONTRACTOR from his obligations to perform the work in accordance with the Contract Documents.

12.3 Uncovering Work:

A. If any work that is to be inspected, tested or approved is covered without written concurrence of the ENGINEER, it must, if requested, by the ENGINEER, be uncovered. Such uncovering and replacement shall be at the CONTRACTOR's expense.

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B. CONTRACTOR must contact all regulatory agencies issuing construction permits to make all necessary inspections. If CONTRACTOR fails to have the necessary inspections performed and such failure results in uncovering of work already performed, CONTRACTOR shall be responsible for all related time delays and monetary costs.

C. If the ENGINEER considers it necessary or advisable that work previously covered with his permission or cognizance be observed, inspected or tested, the CONTRACTOR, at the ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such work is not found to be defective the CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor in accordance with Article 10.2 and Article 11.2.

12.4 City May Stop the Work:

If the work is defective, or the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, the CITY may order the CONTRACTOR to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of the CONTRACTOR or any other party.

12.5 Correction or Removal of Defective Work:

If required by the ENGINEER, the CONTRACTOR shall promptly, without cost to the CITY and as specified by the ENGINEER either correct any defective work, whether or not fabricated, installed or completed, or if the work has been rejected by the ENGINEER, remove it from the site and replace it with nondefective work.

12.6 One Year Correction Period:

If within one year after the date of Substantial Completion or Final Completion as applicable, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the CONTRACTOR shall promptly without cost to the CITY and in accordance with the ENGINEER's written instructions, either correct such defective work, or if it has been rejected by the ENGINEER remove it from the site and replace it with nondefective work. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the ENGINEER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the CONTRACTOR.

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12.7 Acceptance of Defective Work:

If instead of requiring correction or removal and replacement of defective work, the ENGINEER prefers to accept it, he may do so. In such case, if acceptance occurs prior to the ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the CONTRACTOR to the CITY.

12.8 City May Correct Defective Work:

If the CONTRACTOR fails within a reasonable time after written notice of the ENGINEER to proceed to correct and to correct defective work or to remove and replace rejected work as required by the ENGINEER in accordance with Paragraph 12.5, or if the CONTRACTOR fails to perform the work in accordance with the Contract Documents, (including any requirements of the progress schedule), the CITY may, after seven days' written notice to the CONTRACTOR, correct and remedy any such deficiency. In exercising its rights under this Paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude the CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend the CONTRACTOR's services related thereto, take possession of the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere. The CONTRACTOR shall allow the CITY, the CITY's representatives, agents and employees such access to the site as may be necessary to enable the CITY to exercise his rights under this Paragraph. All direct and indirect costs of the CITY in exercising such rights shall be charged against the CONTRACTOR in an amount verified by the ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitations, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work. The CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the work attributable to the exercise by the CITY of the CITY's rights hereunder.

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ARTICLE 13 - PAYMENTS TO THE CONTRACTOR

13.1 Basis of Payment:

Progress payments shall be based on the aggregate of the unit price amounts listed in the Proposal or in the Schedule of Values which have been incorporated in the work acceptable to the ENGINEER.

13.2 Unit Price Inclusion:

The unit prices stated in the Proposal include all costs and expenses for materials, labor, tools, equipment, transportation, commissions, patent fees and royalties, removing crossings or other obstructions, protection or maintaining pipes, drains, railroad tracks, buildings, bridges, or other structures furnishing temporary crossings or bridges, furnishing all supplemental construction stakes, batter boards, templets, common and ordinary labor for handling materials during inspection replacing any property damage, together with any and all costs or expenses for performing and completing the work as specified.

13.3 Schedule of Values: (Lump Sum Price Breakdown)

A Schedule of Values must be submitted within seven days subsequent to the CONTRACTOR executing and submitting the Documents required of Article 2.13 of the Section II – Special Terms and Conditions. The schedules shall be satisfactory in form and substance to the ENGINEER, and shall include quantity and unit prices aggregating the Contract Price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the ENGINEER, it shall be incorporated into a form of Application for Payment acceptable to the ENGINEER.

13.4 Changed Conditions: (Unit Price Only)

It is mutually agreed that due to latent field conditions which can not be foreseen at the time of advertising for bids, adjustments of the Plans to field conditions will be necessary during construction; and, therefore, such changes in the plans shall be recognized as constituting a normal and accepted margin of adjustment not unusual and not involving or permitting any change or modification of unit prices, in which case payment will be made for the revised quantities at the unit price bid in the Proposal.

13.5 Application for Progress Payment:

On the 20th day of the month or the first working day thereafter, the CONTRACTOR shall submit to the ENGINEER for review an Application for Payment form filled out and signed by the CONTRACTOR. The form shall be notarized, and shall cover the work completed as of the date of the application. The Application for Payment shall be accompanied by a Schedule of Values, and any other supporting documentation as the ENGINEER may reasonably require.

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13.6 Payment for Materials:

If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to the ENGINEER, as will establish the CITY's title to the material and equipment and protect the CITY's interest therein, including applicable insurance.

13.7 Affidavit Required:

All Applications for Payment shall include an Affidavit of the CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be 5%.

13.8 Retainage:

The amount of retainage with respect to progress payments will be 5% until completion of the construction services purchased pursuant to the Contract, as more specifically set forth in the Article 3 of the main contract entitled “Partial and Final Payment”.

13.9 CONTRACTOR's Warranty of Title:

The CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment whether incorporated in the Project or not, will pass to the CITY at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereinafter in these General Conditions referred to as "Liens").

13.10 Review of Application for Payment:

The ENGINEER will, within seven (7) days, review the Application for Payment and either approve and submit it for payment or notify the CONTRACTOR of the deficiencies such that the CONTRACTOR may make the necessary corrections and resubmit in time for the month's payment. However, the ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations. He may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in the ENGINEER's opinion to protect the CITY from loss because:

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A. The work is defective, or completed work has been damaged requiring correction or replacement.

B. Written claims have been made against the CITY or Liens have been filed in connection with the work.

C. The Contract Price has been reduced because of Change Order.

D. The CITY has been required to correct defective work or complete the work in accordance with Article 12.8.

E. The CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Contract Documents.

F. The CONTRACTOR's failure to make payment to Sub- Contractors, or for labor, materials or equipment.

13.11 Payment to the Contractor:

Payments are made only on the fifteenth day or first workday thereafter of each month.

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ARTICLE 14 - SUBSTANTIAL COMPLETION, PARTIAL UTILIZATION, FINAL CLEAN UP, INSPECTION, PAYMENT AND ACCEPTANCE

14.1 Substantial Completion:

When the CONTRACTOR considers the entire work ready for its intended use, the CONTRACTOR shall, in writing to the ENGINEER, certify that the entire work is substantially complete and request that the ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter the CONTRACTOR and the ENGINEER shall make an inspection of the work to determine the status of completion. If the ENGINEER does not consider the work substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving his reasons therefor. If the ENGINEER considers the work substantially complete, the ENGINEER will prepare and deliver to the CONTRACTOR a Certificate of Substantial Completion, which shall fix the date of Substantial Completion. There shall be attached to the certificate a proposed Punch List, developed by the CONTRACTOR, of items to be completed or corrected before final payment.

Within ten (10) days after delivery of the certificate, the CITY shall review the proposed Punch List and either approve it or contact the CONTRACTOR to commence good faith efforts to develop a Punch List that is satisfactory to both parties. If the parties are unable to resolve any differences they may have in the development of the Punch List, the ENGINEER shall resolve their differences. The parties shall expedite the process of developing the Punch List with the intent of finalizing the Punch List within sixty (60) days after the date of Substantial Completion.

At the time of delivery of the Certificate of Substantial Completion the ENGINEER will deliver to the CONTRACTOR written notice as to division of responsibilities pending final payment between the CITY and the CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance, said responsibilities will be binding on the CITY and the CONTRACTOR until final payment. Unless otherwise stated herein or on the Certificate of Substantial Completion, all building, product, equipment, and machinery warranties will commence on the date of Substantial Completion. The CITY shall have the right to exclude the CONTRACTOR from the work after the date of Substantial Completion, but the CITY shall allow the CONTRACTOR reasonable access to complete or correct items on the Punch List.

14.2 Partial Utilization:

Use by the CITY of any finished part of the work which has specifically been identified in the Contract Documents or which the ENGINEER and the CONTRACTOR agree constitutes a separately functioning and usable part of the work that can be used by the CITY without significant interference with CONTRACTOR's performance of the remainder of the work, may be accomplished prior to Substantial Completion of all the work subject to the following:

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A. The ENGINEER at any time may request the CONTRACTOR in writing to permit the CITY to use any such part of the work which the ENGINEER believes to be ready for its intended use and substantially complete. If the CONTRACTOR agrees, the CONTRACTOR will certify to the ENGINEER that said part of the work is substantially complete and request the ENGINEER to issue a Certificate of Substantial Completion for that part of the work. The CONTRACTOR, at any time, may notify the ENGINEER in writing that the CONTRACTOR considers any such part of the work ready for its intended use and substantially complete and request the ENGINEER to issue a Certificate of Substantial Complete for the part of the work. Within a reasonable time after either such request, the CONTRACTOR and the ENGINEER shall make an inspection of that part of the work to determine its status of completion. If the ENGINEER does not consider that part of the work to be substantially complete, the ENGINEER will notify the CONTRACTOR in writing giving the reasons therefore. If the ENGINEER considers that part of the work to be substantially complete, the provisions of Article 14.1 will apply with respect to Certificate of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto. It shall be understood by the CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all of the WORK shall be borne by the CONTRACTOR. Upon issuance of said written notice of partial utilization, the OWNER will accept responsibility for the protection and maintenance of all such items or portions of the WORK described in the written notice.

14.3 Final Clean-Up:

Upon completion of the work and before final inspection shall be made, the CONTRACTOR shall clean and remove from the site, the Right-of-Way and adjacent property, all surplus and discarded materials, rubbish, and temporary structures; restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work; and shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area or length of the work under Contract. The placing of materials of every character, rubbish, or equipment on the abutting property, with or without the consent of the property owners, shall not constitute the satisfactory disposal. If the work is of such a character as may be done by block or sections, the CONTRACTOR may be required to promptly remove and dispose of accumulated rubbish, debris or surplus materials from blocks or sections as completed or partially completed. No separate payment will be made for final cleaning up and restoration of property, but all costs thereof shall be included in the prices bid for the various scheduled items of work.

14.4 Final Inspection:

Upon written notice from the CONTRACTOR that the entire work or an agreed portion thereof is complete and final clean-up has been completed, the ENGINEER will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of all particulars in which this inspection reveals that the work is incomplete or defective. The CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

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14.5 Final Application for Payment:

After the CONTRACTOR has completed all such corrections to the satisfaction of the ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in Article 7.19 of the General Conditions and other documents; all as required by the Contract Documents and after the ENGINEER has indicated that the work is acceptable (subject to the provisions of Article 14.9) the CONTRACTOR may make Application for Final Payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the CITY) of all Liens arising out of or filed in connection with the work. In lieu thereof and as approved by the CITY, the CONTRACTOR may furnish receipts or releases in full; an affidavit of the CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the CITY or the CITY's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the CITY to indemnify the CITY against any Lien.

14.6 Final Payment and Acceptance:

If on the basis of the ENGINEER's observation of the work during construction and final inspection, and the ENGINEER's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, the ENGINEER is satisfied that the work has been completed and the CONTRACTOR's other obligations under the Contract Documents have been fulfilled, the ENGINEER will recommend payment. Thereupon the ENGINEER will give written notice to the CITY and the CONTRACTOR that the work is acceptable subject to the provisions of Article 14.9.

14.7 Payment of Retainage Without Final Completion:

If through no fault of the CONTRACTOR, final completion of the work is significantly delayed and if the ENGINEER so confirms, the CITY shall, upon receipt of the CONTRACTOR's final Application for Payment and recommendation of the ENGINEER, and without terminating the Agreement, make payment of the balance due for the portion of the work fully completed and accepted. If the remaining balance to be held by the CITY for work not fully completed or corrected is less than the retainage stipulated in the Agreement and if Bonds have been furnished as required in Article 5.2, the written consent of the Surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the CONTRACTOR to the ENGINEER with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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14.8 CONTRACTOR's Continuing Obligation:

The CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to the CONTRACTOR under the Contract Documents, nor any use or occupancy of the work or any part thereof by the CITY nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the ENGINEER pursuant to Article 14.6, nor any correction of defective work by the CITY will constitute an acceptance of work not in accordance with the Contract Documents or a release of the CONTRACTOR's obligation to perform the work in accordance with the Contract Documents (except as provided in Article 14.9).

14.9 Waiver of Claims:

The making and acceptance of final payment will constitute:

A. A waiver of all claims by the CITY against the CONTRACTOR, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Article 14.4 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by the CITY of any rights in respect of the CONTRACTOR's continuing obligations under the Contract Documents.

B. A waiver of all claims by the CONTRACTOR against the CITY other than those previously made in writing and still unsettled.

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ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 City May Suspend Work:

The CITY may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the CONTRACTOR which will fix the date on which work will be resumed. The CONTRACTOR shall resume the work on the date so fixed. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

15.2 City May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If the CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

2. If a petition is filed against the CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

3. If the CONTRACTOR makes a general assignment for the benefit of creditors.

4. If a trustee, receiver, custodian or agent of the CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the CONTRACTOR's creditors.

5. If the CONTRACTOR admits in writing an inability to pay its debts generally as they become due.

6. If the CONTRACTOR persistently fails to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply a qualified superintendent or sufficient skilled workers or suitable materials or equipment or failure to adhere to the approved progress schedule revised from time to time).

7. If the CONTRACTOR disregards laws or regulations of any public body having jurisdiction.

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8. If the CONTRACTOR disregards the authority of the ENGINEER.

9. If the CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

B. The CITY may, after giving the CONTRACTOR and the Surety seven days' written notice and to the extent permitted by laws and regulations, terminate the services of the CONTRACTOR, exclude the CONTRACTOR from the site and take possession of the work and of all the CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the CONTRACTOR (without liability to the CONTRACTOR for trespass or conversion), incorporate in the work all materials and equipment stored at the site or for which the CITY has paid the CONTRACTOR but which are stored elsewhere, and finish the work as the CITY may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) such excess will be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR, or CONTRACTOR's Surety, shall pay the difference to the CITY.

C. Where the CONTRACTOR's services have been so terminated by the CITY, the CITY alone shall determine the scope and description of the work to be completed and the method and schedule for completing it.

D. Where the CONTRACTOR's services have been so terminated by the CITY the termination will not affect any rights or remedies of the CITY against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due the CONTRACTOR by the CITY will not release the CONTRACTOR from liability.

E. Upon seven days' written notice to the CONTRACTOR the CITY may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Contract. In such case the CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

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15.3 Contractor May Stop Work or Terminate:

If through no act or fault of the CONTRACTOR, the work is suspended for a period of more than ninety (90) days by the CITY or under an order of court or other public authority, or the CITY fails for sixty (60) days to pay the CONTRACTOR any sum finally determined to be due, then the CONTRACTOR may, upon seven days' written notice to the CITY terminate the Contract and recover from the CITY payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if the CITY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven days' written notice to the CITY stop the work until payment of all amounts then due are paid. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligations to carry on the work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

- END OF SECTION -

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ATTACHMENT C

SUPPLEMENTARY GENERAL CONDITIONS

INDEX TO ARTICLES

1.	Project Schedule	00800-2
2.	Insurance Requirements (Not Used)	00800-3
3.	Liquidated Damages	00800-4
4.	Restricted Area	00800-5
5.	Existing Facilities and Structures	00800-5
6.	Explosives	00800-5
7.	Contract Documents	00800-5
8.	Required Notifications	00800-5
9.	Notice of Completion	00800-5
10.	Prevailing Wage Requirement	00800-5
11.	Inspections and Testing During Overtime	00800-6
12.	Retainage	00800-6
13.	Owner’s Contingency (Not Used)	00800-8

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General Note:

The General Conditions refer to specific section numbers in the Supplementary General Conditions. These reference numbers may not coordinate with the actual Article numbers utilized in the Supplementary General Conditions. The CONTRACTOR shall comply with all General Conditions and all Supplementary General Conditions as well as related conditions included in the General Requirements, Division 1 of the Technical Specifications. Incorrect cross-reference numbers shall not relieve this requirement.

1. Project Schedule

Time is of the essence for this work. The following defines the schedule for the project:

CONSTRUCTION WORK SCHEDULE
CONSTRUCTION / STARTUP / ACCEPTANCE:

	Completion Time (Calendar Days)
Substantial Completion	**365**

Failure to meet any of the above defined construction/startup/acceptance completion dates shall subject the CONTRACTOR to pay damages as specified in these Supplementary General Conditions in Article 3.

Substantial Completion

1. Refer to Attachment B - General Conditions Articles 14.1 and 14.2. (Certification of Substantial Completion Services appended to the Supplementary General Conditions).

2. Substantial Completion shall also include:

   - Completion of all construction work associated with the specific “Major Milestone” listed in the construction work schedule including completion of punch list items. “Completion of punch list items” shall be as determined by the Engineer in the field.

   - Coating touchup completed.

   - Record shop drawings and O&M submittals received and accepted by the Engineer.

   - Record drawing red-lines received and accepted by the Engineer.

   - Guarantee certifications, performance affidavits, and all other certifications received and accepted by the Engineer.

Contractor shall also conform to construction sequence constraints as defined on the Drawings and in Specifications.

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2. Insurance Requirements (Not Used. Refer to ARTICLE 2.25 of SECTION II – SPECIAL TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS

3. Liquidated Damages

Liquidated damages shall be paid by the CONTRACTOR to the CITY for failure to complete work on time in accordance with the following schedule:

Service Lines Completed	Completion Time	Liquidated Damages (Per Day)
1200	12 months	$1,000.00

The CITY is hereby authorized to deduct the sums described above from the monies which may be due to the CONTRACTOR for the work under this contract. Liquidated damages shall be additive such that the maximum total which may be deducted shall be $1,000.00/day. Other damages for failure to meet warranty conditions as defined in other sections of the Specifications shall also be added with liquidated damages for failure to meet completion times.

4. Restricted Area

The CONTRACTOR shall, in installing the new facilities, confine all activities within the CITY property, easement, and right-of-ways indicated.

5. Existing Facilities and Structures

All existing facilities shall be protected, and if damaged, shall be repaired by the CONTRACTOR at no additional cost to the CITY.

6. Explosives

Explosives shall not be used on this project.

7. Contract Documents

The CITY will provide the CONTRACTOR with one (1) set of Contract Documents after the Notice to Proceed.

8. Required Notifications

When provisions of the pertinent codes, standards or regulations conflict with this Specification, the more stringent shall apply.

Prior to any site work, the CONTRACTOR shall notify the Engineering and Construction Services Division Inspector at (954) 921-3930.

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Prior to excavation at the site, the CONTRACTOR shall notify the appropriate utilities and Sunshine State One-Call of Florida, Inc. (formerly U.N.C.L.E.) at 1-800-432-4770 for locations of buried utilities.

Prior to closure of any CITY streets of alleyways, or other activity which requires the diversion of traffic, the CONTRACTOR shall notify and obtain the permission of the CITY of Hollywood Fire and Police Communications Section at (954) 967-4321.

9. Notice of Completion

See attached form.

10. Prevailing Wage Requirement

A. The CONTRACTOR shall be responsible for ensuring payment of the rate of wages and fringe benefits, or cash equivalent, for all laborers, mechanics and apprentices employed by him/her or his/her SUBCONTRACTORS on the work covered by this contract which shall be not less than the prevailing rate of wages and fringe benefits payment or cash equivalent for similar skills or classifications of work as established by the General Wage Decision by the United States Department of Labor for Broward County, Florida that is in effect prior to the date the CITY issued the invitation for bids for this project (the prevailing rate of wages and fringes can be obtained at website http://www.access.gpo.gov/ davisbacon).

   If the General Wage Decision fails to provide for a fringe benefit rate for any worker classification, then the fringe benefit rate applicable to such worker classification shall be the fringe benefit rate that has a basic wage rate closest in dollar amount to the work classification for which no fringe benefit rate has been provided.

B. Upon commencement of work, the CONTRACTOR and all of his/her SUB-CONTRACTORS shall post a notice in a prominent place at the work site stating the requirements of this Article.

C. As per the City of Hollywood Code of Ordinances, Prevailing Wage Requirements and Fringe Benefits are applicable to the following: (A) Utilities projects over $1,000,000.00 (one million dollars) and (B) All other projects over $500,000.00 (five hundred thousand dollars).

11. Inspections and Testing During Overtime

A. The following supplement Article 3.15 and 3.16 of the General Conditions:

   For weekend work, CONTRACTOR shall submit a written request to the CITY by the preceding Wednesday. A separate request is required for each week that the CONTRACTOR wished to work on a weekend. For evening and holiday work, CONTRACTOR shall submit a written request to the CITY three (3) days in advance. The CITY will provide inspection services for all overtime work and the CONTRACTOR shall pay for inspection services per Article 3.15, no exceptions.

   Similarly, Holiday and other overtime work shall be requested a minimum of 36-hours in advance and CITY will provide inspection for all overtime.

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B. Exceptions to the hours and days of the week for work and other related limitations are allowed only for tie-ins during low flow periods / early morning hours, coatings that need to be applied during lower temperature times of the day and whenever the Documents specifically define that work shall be completed outside of the limitations for “normal” work hours, days, etc.

   Inspection for tie-ins during low flow/early morning and specialty coating application performed during nighttime will not be cause for extra inspection costs unless such work is remedial in nature as a result of defective work.

12. Retainage

After Substantial Completion of the construction services purchased pursuant to this contract, CONTRACTOR may present to CITY a payment request for one-half of the retainage then held by CITY. CITY shall promptly make payment to CONTRACTOR, unless CITY has grounds for withholding the payment of retainage. CITY shall have grounds for withholding the payment of retainage with respect to any amounts that are the subject of a good-faith dispute, the subject of a claim brought pursuant to Florida Statute Section 255.05, or otherwise the subject of a claim or demand by CITY or CONTRACTOR.

At acceptance of Substantial Completion, CITY shall promptly make payment to CONTRACTOR of one-half of the retainage then held by CITY. At acceptance of completion of all punch list items, CITY shall promptly make payment to CONTRACTOR the balance of retainage then held by CITY.

13. Owner’s Contingency (NOT USED)

This allowance is in its entirety dedicated for the use of the Owner (The City of Hollywood) to address conditions (or work) associated with undefined conditions. All work resulting from undefined conditions shall be authorized in writing and in advance by the Owner, specifically the Director of Public Services, through the full execution of a Field Order. The actual amount to be paid per Field Order will be negotiated and agreed by both parties (the Owner and the Contractor). The final/negotiated amount of the field order will be deducted from the Owner’s Allowance designated in the Bid Proposal and Schedule of Values. The Owner reserves the right to award none, any portion of, or all of the money associated with this allowance. By executing the CONTRACT between the City of Hollywood and the Contractor, the Contractor acknowledges that under no circumstances he or she should assume that he or she would be entitled to any amounts set aside by the City of Hollywood within the Owner’s Allowance.

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CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: **ENGINEER:** Engineering & Const. Services Division

TO: **CONTRACTOR:**

CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Portions of the work performed under this Contract as described above, have been reviewed and found to be substantially complete. The Date of Substantial Completion of Project or designated portion thereof designated above is hereby established as _____ which is also the date of commencement of applicable warranties required by the Contract Documents for the noted area.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

> The Date of Substantial Completion of the work or designated portion thereof is the date certified by the ENGINEER ("Date of Issuance" above) when construction is sufficiently complete, in accordance with the Contract Documents, so the CITY can occupy or utilize the work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the CONTRACTOR and verified and amended by the ENGINEER, for the above referenced "Project or Designated Portion" is attached to this form (attached "Punch List" dated _____).

The failure to include any items on such list does not alter the responsibility of the CONTRACTOR to complete all work in accordance with the Contract Documents.

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CERTIFICATE OF SUBSTANTIAL COMPLETION

Please note that in accordance with Article 14 General Conditions, the Contractor retains full responsibility for the satisfactory completion of all work regardless of whether the Owner occupies and / or operates a part of the facility and that the taking possession and use of such work shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

City of Hollywood - ECSD

ENGINEER **BY** **DATE**

CONTRACTOR **BY** **DATE**

The CITY OF HOLLYWOOD, through the City's authorized representative, accepts the work or designated portion thereof as substantially complete and will assume full possession thereof at _____(time) on _____ _____ (date).

BY **DATE**

- END OF SECTION -

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SECTION 01025

BASIS OF PAYMENT

PART 1 - GENERAL

1.01 GENERAL

A. Payments to the CONTRACTOR shall be made based on the bid items listed on the Proposal Bid Form as full and complete payment for furnishing all materials, labor, tools, and equipment, and for performing all operations necessary to complete the work included in the Contract Documents. Such compensation shall also include payments for any loss or damages arising directly or indirectly from the work, or from any discrepancies between the actual quantities of work and those shown in the Contract Documents, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the CITY.

B. The prices stated in the proposal include full compensation for overhead and profit, all costs and expenses for taxes, labor, equipment, materials, commissions, transportation charges and expenses, patent fees and royalties, labor for handling materials during inspection, furnishing and repairing small tools and ordinary equipment, mobilization, home office expenses, and general supervision, bond, insurance, labor for handling materials during inspection, together with any and all other costs and expenses for performing and completing the work as shown on the Drawings and specified herein. In addition, the CONTRACTOR shall include the actual cost of social security taxes, unemployment insurance, worker's compensation, fringe benefits, inclusive of life and health insurance, union dues, pension, pension Drawings, vacations, and insurance and CONTRACTOR's public liability and property damage insurance involved in the work based on the actual wages paid to such labor and all other general costs and profits, prorated to each Item.

C. Unless otherwise specifically stated elsewhere herein, the CONTRACTOR shall include in the prices bid all materials, electrical supply, fuel, lubricants, temporary equipment, temporary wiring, temporary piping and fittings, pumps, gages, and all other items of whatever nature required to completely test, balance, disinfect if required, and put into fully operational condition all equipment and/or systems supplied by either the CITY or the CONTRACTOR and installed as a part of this Project. Further, any test materials supplied by the CONTRACTOR shall be completely satisfactory to the CITY. Any decision as to whether a particular material is suitable for test purposes shall be at the sole discretion of the CITY whose decision shall be final. Any material considered not suitable shall be immediately

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replaced by the CONTRACTOR with suitable material and no extra compensation will be allowed.

D. The Basis of Payment for an item at the price shown in the Bid Proposal Form shall be in accordance with its description of the item in this Section and as related to the work specified and as shown in the Drawings. Unit prices, where used, will be applied to the actual quantities furnished and installed in conformance with the Contract Documents.

E. The CONTRACTOR'S attention is called to the fact that the quotations for the various items of work are intended to obtain a complete and working installation under this Contract, and any items of labor, equipment, or materials which may reasonably be assumed as necessary to accomplish this end shall be supplied whether or not they are specifically shown on the Drawings or stated herein. Should the CONTRACTOR feel that the cost of any item of work has not been established by the Proposal Bid Form, the CONTRACTOR shall include the cost for that work in the Bid Item most closely associates with that work so that his proposal for the Project does reflect his total price for completing the work in its entirety.

F. The CONTRACTOR shall submit, with each Payment Request, a list of MBE/WBE SUBCONTRACTORs, that the CONTRACTOR is or will be utilizing for his contract. For each MBE/WBE SUBCONTRACTOR, the following information shall be provided:

1. Total sub-contract dollar amount.

2. Amount paid to date.

1.02 MEASUREMENT

The quantities for payment under this Contract shall be determined by actual measurement of the completed items, in place, ready for service, and accepted by the CITY, in accordance with the Proposal Bid Form, unless otherwise specified. A representative of the CONTRACTOR shall witness all field measurements.

1.03 PAYMENT ITEMS

For purposes of determining the monthly payments to be made to the CONTRACTOR for work accomplished, the percentage of work completed shall be determined in the following manner:

A. **Bid Item No. 1 – Service Line Material Verification within Public R/W or Easement:** Payment for all labor, equipment, materials, and disposal for all work necessary and required for service line material verification within publicly-

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owned rights-of-way/easements. This digging, either hand digging or soft/vacuum digging depending on the requirements of the terrain, shall be performed at locations designated by the CITY. Payment shall be at the unit price bid times the number of completed digs. Locations will only be considered complete when data collected at the locations is submitted to the CITY and when the digging location is restored as per Bid Items 2-5. Data management includes, but is not limited to, completion of a survey at each location including coordinates and material types, photos of any exposed below-ground service lines and any existing above-ground service line materials, and submittal of all survey to the CITY at a frequency agreed upon ahead of time. The data to be collected includes, but is not limited to, material type at the digging location on the public side, photos of all exposed service lines following digging, and photos of any above-ground service line materials. The CONTRACTOR is responsible for providing the crew with proper devices such as tablets or smartphones with an internet connection in order to complete the surveys. Such payment for the completion of this bid item shall be full payment and include, but not be limited to survey, locating the meter and service line using excavation and/or ground penetrating radar (GPR) if necessary, maintenance of traffic (MOT), permitting, protection of existing utilities, soft digging or hand digging (all surfaces included), data collection management, data reporting, and all other appurtenant and miscellaneous items and work necessary to determine the service line materials in accordance with the details provided in the Contract documents.

B. **Bid Item No. 2 – Concrete/Stamped Concrete Restoration and Necessary Repairs at Service Line Locations:** Payment for all labor, equipment, and materials for all work necessary and required for site restoration of concrete/stamped concrete at digging locations after the CONTRACTOR completes the service line location and identification activities per Bid Item 1. All restoration work/scope shall be approved by the CITY in advance. Payment shall be at the unit price bid times the number of completed square yards of concrete restored and accepted by the CITY. Such payment shall be full payment and include, but not be limited to, all concrete materials, equipment, appurtenant, and miscellaneous items, and work necessary to obtain a complete concrete replacement in accordance with the details provided in the Contract documents.

C. **Bid Item No. 3 – Asphalt Restoration and Necessary Repairs at Service Line Locations:** Payment for all labor, equipment, and materials for all work necessary and required for site restoration of asphalt at digging locations after

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the CONTRACTOR completes the service line location and identification activities per Bid Item 1. All restoration work/scope shall be approved by the CITY in advance. Payment shall be at the unit price bid times the number of completed square yards of asphalt restored and accepted by the CITY. Such payment shall be full payment and include, but not be limited to, all asphalt materials, equipment, appurtenant, and miscellaneous items, and work necessary to obtain a complete asphalt replacement in accordance with the details provided in the Contract documents.

D. **Bid Item No. 4 – Grass Restoration and Necessary Repairs at Service Line Locations:** Payment for all labor, equipment, and materials for all work

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necessary and required for site restoration of grass at digging locations after the CONTRACTOR completes the service line location and identification activities per Bid Item 1. All restoration work/scope shall be approved by the CITY in advance. Payment shall be at the unit price bid times the number of completed square yards of grass restored and accepted by the CITY. Such payment shall be full payment and include, but not be limited to, all grass/sodding materials, equipment, appurtenant, and miscellaneous items, and work necessary to obtain a complete grass replacement in accordance with the details provided in the Contract documents.

E. **Bid Item No. 5 – Pavers Restoration and Necessary Repairs at Service Line Locations:** Payment for all labor, equipment, and materials for all work necessary and required for site restoration of pavers at digging locations after the CONTRACTOR completes the service line location and identification activities per Bid Item 1. All restoration work/scope shall be approved by the CITY in advance. Payment shall be at the unit price bid times the number of completed square yards of pavers restored and accepted by the CITY. Such payment shall be full payment and include, but not be limited to, all pavers materials, equipment, appurtenant, and miscellaneous items, and work necessary to obtain a complete pavers replacement in accordance with the details provided in the Contract documents.

F. **Bid Item No. 6 – Mobilization / General Requirements:** The lump sum price bid for this item shall be full compensation for all mobilization activities required for the project, including but not limited to, multiple mobilizations that may be required to comply with project phasing, providing bonds and insurance; preparing schedules and permit packages; complying with all submittal requirements; and providing/securing temporary construction facilities, staging areas, space required for laydown and storage, parking, etc. The payment items for mobilization shall not exceed 3% of the sum of Bid Items No. 1-5.

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G. **Bid Item No. 7 – Demobilization / General Requirements:** The lump sum price bid for this item shall be full compensation for all demobilization activities required for the project, including but not limited to restoration of any site items that do not relate to specific pay items in this bid, site cleanup, and all other activities necessary to complete the contract work. The payment items for mobilization shall not exceed 3% of the sum of Bid Items No. 1-5.

H. **Bid Items No. 8 to 10 – Labor:** Payment for all labor required to perform line material verification, restoration, and necessary repairs not included in other bid item, shall be based upon actual hours of labor service times the bid unit price per hour provided in the Bid Proposal. The price shall include full compensation for furnishing transportation, labor, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the item, all in accordance with the Contract Documents. The minimum crew that shall respond immediately shall consist of one Project Manager, one Foreman, and two Laborers. All work under these items shall be completed following the CITY's request and with CITY approval in advance.

I. **Bid Items No. 11 and 12 – Equipment Cost:** Payment for equipment required to perform line material verification, restoration, and necessary repairs not included in other bid item, shall be based upon actual hours of running time at the job site with an operator times the bid unit price per hour provided in the Bid Proposal. The price shall include full compensation for furnishing materials, equipment, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the item, all in accordance with the Contract Document. The CONTRACTOR shall keep the CITY informed of all time periods their equipment works on a project approved under this item. All work under these items shall be completed following the CITY's request and with CITY approval in advance.

J. **Bid Item No. 13 – Permitting Allowance**: The allowance indicated for this item is to pay for any necessary permits, licenses, other fees and testing required of the CONTRACTOR per the Contract Documents. Payment will be based on the actual permit, license or fee paid directly to agency and documented by paid receipts, specifically excluding any labor, mark-up, overhead and profit, administration and other costs involved in obtaining permits or licenses or paying fees or work associated with testing. The tests shall be performed by an independent testing laboratory selected by the CITY of Hollywood. Should any test(s) fail, subsequent tests shall be performed by the same testing laboratory and paid for by the CONTRACTOR at no additional

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cost to the Contract. Fees specifically excluded from this allowance include but are not limited to re-inspection fees, expired permit fees, standby time, and failed tests

K. **Bid Item No. 14 - Consideration for Indemnification**: In recognition of the CONTRACTOR'S indemnification obligations, the CITY will pay to the CONTRACTOR the specific consideration of ten dollars ($10.00). Payment of said specific consideration shall be made at the time of the payment of the first progress estimate and the CONTRACTOR shall acknowledge payment of this consideration by letter to the CITY after receipt of the progress payment

L. **Bid Item 15 - Miscellaneous Work Allowance/Contingency**: Included in this allowance is work associated with undefined conditions or conflicts developing from undefined conditions. All work authorized for payment will be authorized in writing by the CITY. The amount to be paid per undefined conditions or conflict shall be negotiated or agreed to by both parties. The CITY reserves the right to award any, all, or none of the money associated with this allowance.

A. The price bid for each item shall be stated in both words and figures in the appropriate places in the Proposal Bid Form. All blank spaces for bid prices must be filled in with ink, or with a typewriter. The Bidder is further directed that any and all alterations, changes, corrections, and modifications, made to the Proposal Bid Form prior to submission of the bids, must be initialed by the Bidder. Non-compliance by the Bidder of this directive may be grounds for rejection of his bid.

B. In the event that there is a discrepancy between the price written in words and the price written in numbers, the price written in words shall govern except where the number of units multiplied by the unit price shown in numbers equals the total price for that bid item. In such case, the unit price shown in numbers shall govern over the unit price shown in words.

C. Where an error is made in the calculation of the total bid price of an item, the unit price shall govern.

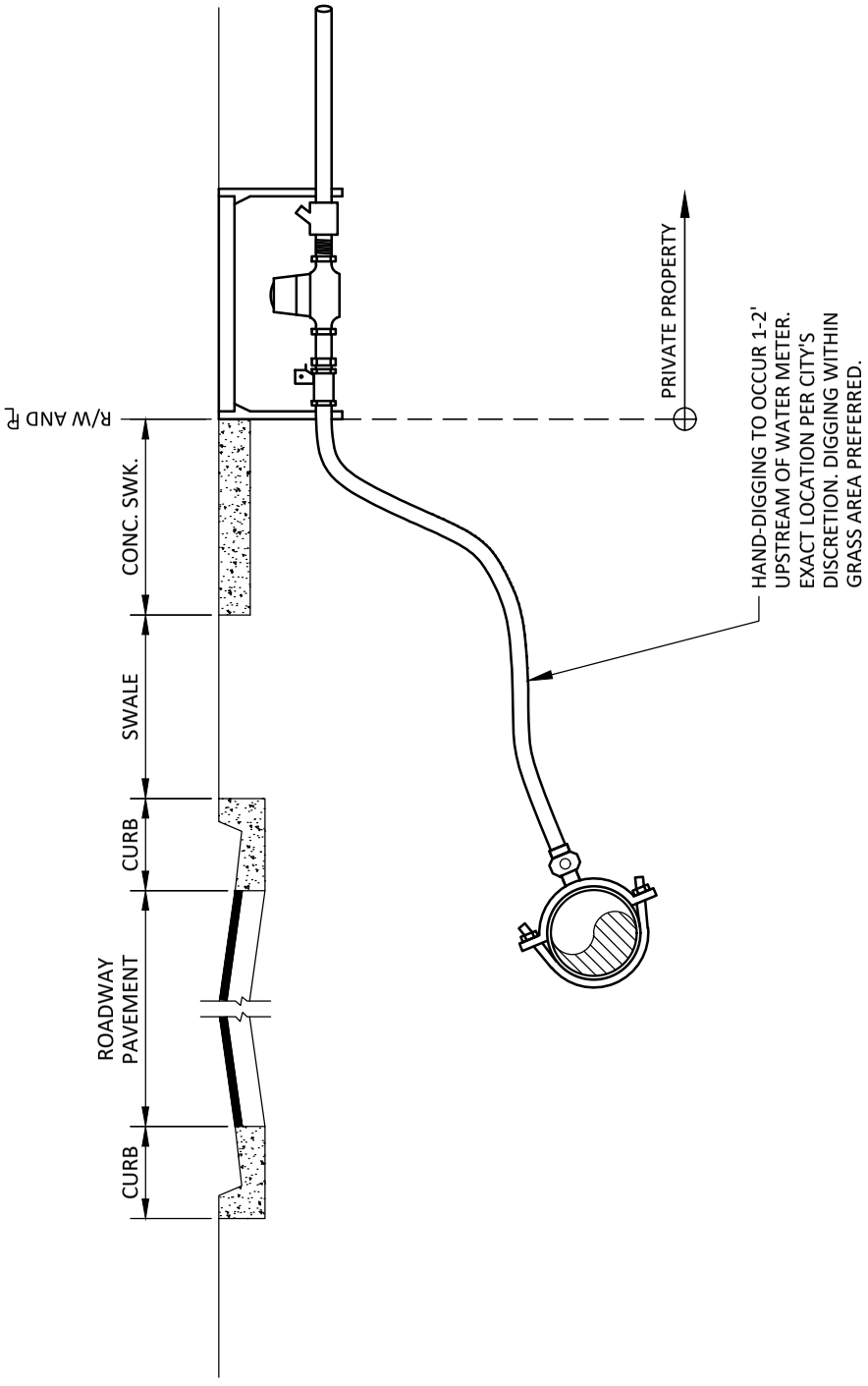
D. If the bidder makes an error in his addition of the total bid prices of the applicable items in the Quotation, the correct sum of its' applicable bid item totals shall be the Total Bid.

Part 2 - PRODUCTS (Not Used)

Part 3 - EXECUTION (Not Used)

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- END OF SECTION -



CITY OF HOLLYWOOD, FLORIDA — DIAMOND OF THE GOLD COAST — INCORPORATED 1925	ISSUED: 03/01/1994	DEPARTMENT OF PUBLIC UTILITIES STANDARD DETAIL	REVISED: 10/26/2022
	DRAWN: EAM	TYPICAL WATER SERVICE DIGGING LOCATION ON PUBLIC SIDE OF WATER METER	DRAWING NO. W-1
	APPROVED: XXX		

DocuSign Envelope ID: D4ADBE22-0237-4F1C-B044-7A8CAE379A87

Detail by Entity Name

Foreign Profit Corporation
NATIONAL METERING SERVICES, INC.

Filing Information

Document Number	F03000002137
FEI/EIN Number	22-3392696
Date Filed	04/29/2003
State	NJ
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/25/2021

Principal Address

163 SCHUYLER AVENUE
KEARNY, NJ 07032

Mailing Address

163 SCHUYLER AVENUE
KEARNY, NJ 07032

Changed: 02/21/2023

Registered Agent Name & Address

Castle, William
235 Hatteras Ave
Clermont, FL 34711

Name Changed: 07/09/2024

Address Changed: 07/09/2024

Officer/Director Detail

Name & Address

Title President

CASTLE, WILLIAM
163 SCHUYLER AVENUE
KEARNY, NJ 07032

Annual Reports

Report Year	Filed Date
2023	02/21/2023
2024	07/09/2024
2025	03/10/2025

Document Images

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01/27/2022 -- ANNUAL REPORT	View image in PDF format
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01/25/2021 -- REINSTATEMENT	View image in PDF format
06/17/2019 -- ANNUAL REPORT	View image in PDF format
03/26/2018 -- ANNUAL REPORT	View image in PDF format
03/21/2017 -- ANNUAL REPORT	View image in PDF format
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01/19/2007 -- ANNUAL REPORT	View image in PDF format
04/10/2006 -- ANNUAL REPORT	View image in PDF format
03/11/2005 -- REINSTATEMENT	View image in PDF format
04/29/2003 -- Foreign Profit	View image in PDF format

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Purchasing

Item Title: Services

Item Number: 4G **Meeting Date:** 6/10/2025

City Reference Number (C#): C25123

Item Description:

A Resolution of the City of Sunrise, Florida, approving the purchase of Thompson Pump and Manufacturing Company, Inc.'s products, parts and services on an as-needed basis, from Thompson Pump and Manufacturing Company, Inc. as the Sole Source provider; and providing an effective date. City Manager Mark Lubelski. Rodrigo de Castro, Director of Utilities.

Funding:
Various Departmental Accounts

Amount:
$50,000.00 Estimated Annual Expenditure

Not to exceed budgeted funds for FY2024/2025.
Subsequent years' expenditures subject to budget approval.

ATTACHMENTS:

ATY Resolution - C25123
Sole Source Letter
Sunbiz

Background:
The City of Sunrise's Utilities Department has twenty-four (24) Thompson sewer by-pass pumps that are used in operations at various lift stations throughout the service area. The by-pass pumps are deployed in the event of a lift station pump failure, power outage, or storm related issue. These pumps ensure that lift stations do not overflow. Ongoing efforts by the Utilities Department to maintain wastewater operations requires the purchase of products, parts and services, on an as-needed basis, from Thompson Pump and Manufacturing Company, Inc. to ensure normal pump operations.

Thompson Pump and Manufacturing Company, Inc. is the sole source provider for Thompson Pump and Manufacturing Company, Inc.'s products and is the Original Equipment Manufacturer (OEM) supplier for parts and services required for repairs and replacements. The Utilities Department currently uses Thompson Pump and Manufacturing Company, Inc. to maintain these pumps under the Procurement Manager approval threshold. As these pumps are aging, additional repairs are needed in addition to the preventive maintenance. Based upon current needs, it is expected that expenditure will exceed the $24,499.00 limit, therefore requiring City Commission approval.

Staff is requesting approval to purchase Thompson Pump and Manufacturing Company, Inc.'s products, parts, and services on an as-needed basis from Thompson Pump and Manufacturing Company, Inc., as the sole source provider of products, parts, and services.

Pursuant to Section 5-173(c)(3) of the Code of the City of Sunrise, it is requested that the City Commission waive the City's formal bidding requirement for the purchase of Thompson Pump and Manufacturing Company, Inc. products, parts, and services on an as-needed basis, from Thompson Pump and Manufacturing Company, Inc. as the sole source provider for the reasons set forth in the Resolution and this Agenda Item Request for (a) budgeted purchases in the current fiscal year and (b) for future purchases for three (3) years from the effective date of this Resolution that do not exceed budgeted funds.

Department Head Recommendation:
Approval

Person With Additional Information:

Name: Holly Raphaelson Phone: 954-572-2202

Department Head Name and Title:
Rodrigo de Castro, P.E., Director of Utilities

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE PURCHASE OF THOMPSON PUMP AND MANUFACTURING COMPANY, INC.'S PRODUCTS, PARTS AND SERVICES FROM THOMPSON PUMP AND MANUFACTURING COMPANY, INC. AS THE SOLE SOURCE PROVIDER; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. The purchase of Thompson Pump and Manufacturing Company, Inc.'s products, parts and services, on an as-needed basis, from Thompson Pump and Manufacturing Company, Inc. is hereby approved.

Section 2. Thompson Pump and Manufacturing Company, Inc. is the sole source provider of Thompson Pump and Manufacturing Company, Inc.'s products and is the Original Equipment Manufacturer of parts and services for repairs and replacements. Pursuant to Section 5-173(c)(3) of the Code of Ordinances of the City of Sunrise, Florida, the City's formal bidding procedures are waived as to Thompson Pump and Manufacturing Company, Inc. for (a) budgeted purchases in the current fiscal year and (b) future purchases for three (3) years from the effective date of this Resolution of products, parts and services that do not exceed budgeted funds.

Section 3. The Procurement Manager or designee is hereby authorized to issue a Purchase Order or take other action necessary in connection with this award.

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

SOLE SOURCE/SINGLE SOURCE JUSTIFICATION FORM

Date: 5/6/2025 **Department**: Utilities **Requisition No.**: _____

Department Contact: Frank Verardi

Proposed Sole Source Vendor: Thompson Pump **Vendor No.**: 3479

One-Time Purchase ☐ **Purchase Amount: $** _____

Annual Purchase ☑ **Estimated Annual purchase amount: $** over $25,000

1. Description of Services/Products: (Attach a quote in addition to filling out this section)
General yearly maintenance of 24 Thompson sewer by-pass pumps that are used in the event of lift station failure during normal operation or storm related issues. These pumps ensure that lift stations do not over flow.

2. The basis for this sole source determination and the reason no other vendor/product is suitable: (Attach Sole Source Letter from Vendor in addition to filling out this section)

By using Thompson Pump Company we (The City) can be assured that our pump inventory will be serviced by technicians that are factory trained to perform required maintenance using only OEM parts and are trained to trouble shoot and repair any issues that may arise.

3. By signing this form I certify that a market research has been performed and if market conditions change in the foreseeable future and sole source conditions change, the Department will discontinue using this sole source justification and will procure the goods or services competitively.

Rodrigo de Castro

Department Director's Name **Department Director's Signature**

FOR PURCHASING USE ONLY

Approved: ☐

Disapproved: ☐

By: _____
Procurement Manager

Date:_____

Sole Source Number: SS_____

Valid Period: ☐ (3) three years from date of approval
☐ One-Time Purchase

Valid Amount per year: ☐ ≤$24,999 ☐ ≥$24,999

Resolution No._____

Corporate Headquarters
4620 City Center Drive
Post Office Box 291370
Port Orange, FL USA 32129
Toll free 800-767-7310
Phone 386-767-7310
www thompsonpump com

THOMPSON PUMP
EXPERIENCE INNOVATION

May 12, 2025

Mr. Jeffrey Raymond
Lift Station Supervisor
City of Sunrise
10770 Oakland Park Blvd.
Sunrise, FL 33351
JRaymond@sunrisefl.gov

Dear Mr. Raymond,

Please be advised that Thompson Pump & Manufacturing Company is a SOLE SOURCE provider for purchasing pumps, spare parts and accessories and completing service and repair to the pumps that are manufactured by our company. This assures that the equipment that is serviced or repaired or spare parts purchased and installed will continue to meet current Thompson Pump specifications related to equipment performance and operation. We would like to illustrate some specific key characteristics that will allow you to receive the best possible value for these SOLE SOURCE parts and services:

- **Direct from the Manufacturer**: As an ISO 9001:2015 company, you and your team have the reliability of obtaining parts and services of the highest possible quality from Thompson Pump. All parts are specific to how the pumps were manufactured. This makes Thompson Pump superior to other suppliers regarding product knowledge and logistical efficiency.
- **Design/Production Archives**: This allows Thompson Pump quicker access to up-to-date information assuring that pumps meet current specifications regarding performance, operation, and parts updates needed for the pump model. This minimizes delivery times, minimizing purchasing costs, and errors in communication. This is a value Thompson Pump can provide, and others cannot.
- **Competitive Parts Pricing**: The current parts pricing structure for you is the lowest in the industry for the quality obtained. Due to Thompson Pump being the manufacturer of the products requiring service, the parts and labor can be quoted from our baseline cost. This translates into additional savings for you that no other supplier can match.
- **Proven Performance and Value**: Your team has worked with Thompson Pump and has compiled an extensive track record of exceptional service. This will continue to be the best value for many years to come.

Thank you for your interest in Thompson Pump products and service, and feel free to contact us if you have any questions.

Sincerely,

Judy Woodby

Judy Woodby
Credit Analyst

Cc: Allan Curry, Municipal Sales Representative
Lee Feeser, Service Manager
Steve Seymour, Parts Department Manager

Detail by Entity Name

Florida Profit Corporation
THOMPSON PUMP AND MANUFACTURING COMPANY, INC.

Filing Information

Document Number	358902
FEI/EIN Number	59-1286389
Date Filed	01/28/1970
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/19/2016
Event Effective Date	NONE

Principal Address

4620 CITY CENTER DR.
PORT ORANGE, FL 32129

Changed: 06/28/2012

Mailing Address

PO BOX 291370
PORT ORANGE, FL 32129-1370

Changed: 02/15/2010

Registered Agent Name & Address

THOMPSON, WILLIAM F
1496 HERBERT STREET
PT ORANGE, FL 32129

Address Changed: 06/28/2012

Officer/Director Detail

Name & Address

Title VD

CONWAY, DALE
4620 CITY CENTER DR
PORT ORANGE, FL 32129

Title Chairman

THOMPSON, WILLIAM F
2 SUNNY PINES CIRCLE
DAYTONA BEACH, FL 32118

Title President

Thompson, Christopher
4620 CITY CENTER DR.
PORT ORANGE, FL 32129

Title VP of Sales

ZITZKA, ROBERT
4620 CITY CENTER DR
P O BOX 291370
PORT ORANGE, FL 32129
Port Orange, FL 32129

Title Director of Accounting

Seliga, Kelly
4620 CITY CENTER DR.
PORT ORANGE, FL 32129

Annual Reports

Report Year	Filed Date
2023	01/27/2023
2024	02/06/2024
2025	02/13/2025

Document Images

02/13/2025 -- ANNUAL REPORT	View image in PDF format
02/06/2024 -- ANNUAL REPORT	View image in PDF format
01/27/2023 -- ANNUAL REPORT	View image in PDF format
02/22/2022 -- ANNUAL REPORT	View image in PDF format
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01/19/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
12/19/2016 -- Amendment	View image in PDF format
02/25/2016 -- ANNUAL REPORT	View image in PDF format
01/10/2015 -- ANNUAL REPORT	View image in PDF format
01/28/2014 -- ANNUAL REPORT	View image in PDF format
01/24/2013 -- ANNUAL REPORT	View image in PDF format
06/28/2012 -- ANNUAL REPORT	View image in PDF format

01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/03/2011 -- ANNUAL REPORT	View image in PDF format
02/15/2010 -- ANNUAL REPORT	View image in PDF format
02/14/2009 -- ANNUAL REPORT	View image in PDF format
04/08/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
07/20/2006 -- ANNUAL REPORT	View image in PDF format
03/23/2006 -- ANNUAL REPORT	View image in PDF format
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07/16/2004 -- ANNUAL REPORT	View image in PDF format
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03/12/2002 -- ANNUAL REPORT	View image in PDF format
04/24/2001 -- ANNUAL REPORT	View image in PDF format
04/03/2000 -- ANNUAL REPORT	View image in PDF format
07/12/1999 -- ANNUAL REPORT	View image in PDF format
04/07/1998 -- ANNUAL REPORT	View image in PDF format
04/18/1997 -- MERGER SHEET	View image in PDF format
03/25/1997 -- ANNUAL REPORT	View image in PDF format
06/14/1996 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Presentation

Item Number: 6A **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Legislative Update by State Representative Lisa Dunkley. City Manager Mark Lubelski.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
State Representative Lisa Dunkley requested time to provide the Mayor, Commissioners, and residents with a post legislative session update.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: City Manager Mark Lubelski Phone: 954-746-3430

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6B **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of June 2025 as Caribbean-American Heritage 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.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

National Caribbean-American Heritage Month

WHEREAS, the Caribbean is a beautiful, tropical grouping of over 700 islands, islets, cays and reefs full of clear blue waters and rich sea life. These islands have produced many famous actors, civil rights leaders, athletes, musicians and so many others; and

WHEREAS, since the founding of our Nation, Caribbean-Americans have shaped our government culture and heritage with the first Secretary of the Treasury Alexander Hamilton hailing from the Country of Nevis. Immigrants from the Caribbean to America have additionally, contributed to business, the military, journalism, technology, the arts, food, religion, sports and other fields – which has greatly benefited our country; and

WHEREAS, in June 2005, the House of Representatives unanimously adopted H. Con. Res. 71, sponsored by Congresswoman Barbara Lee, recognizing the significance of Caribbean people and their descendants in the history and culture of the United States. On February 14, 2006, the resolution similarly passed the Senate, and the first Proclamation was issued by President George W. Bush on June 6, 2006 recognizing Caribbean Heritage Month; and

WHEREAS, during Caribbean-American Heritage Month, we celebrate the achievements and dreams of the millions of people of Caribbean origin now living in the United States while honoring the shared history of joy and perseverance that has united and enriched life across our region for centuries; and

WHEREAS, the peoples of the Caribbean who contribute to our great Nation have ranged from those who have helped to build our country from the ground up to those who have only just arrived, they have all believed in the possibilities our country has to offer and strengthened the diverse fabric of our Nation. Above all, Caribbean-Americans are leaders — they are our beloved doctors, nurses, teachers, athletes, artists, community organizers, entrepreneurs, and our service members and first responders, who put their lives on the line to keep the rest of us safe; and

WHEREAS, we recognize those Caribbean-Americans who have greatly influenced our society such as.... General Colin Powell, VP Kamala Harris, James Weldon Johnson, WEB Dubois, Marcus Garvey, Malcolm X, Harry Belafonte and Sidney Poitier to name a few; and

WHEREAS, the City of Sunrise has a large number of Caribbean-Americans that call our City home, and contribute to the richness and diversity of our City. This month we proudly dedicate ourselves to working together with our Caribbean community to continue the prosperity and increase the sense of belonging of all Caribbean-Americans in the City of Sunrise.

NOW, THEREFORE, I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commission do hereby proclaim the month of June 2025, as **National Caribbean-American Heritage Month** in the City of Sunrise and encourage all to join us in celebrating the history, culture, and achievements of Caribbean-Americans with appropriate ceremonies and activities.

Witness My Hand and Official Seal
Of The City of Sunrise, Florida

_____
Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6C **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming June 19th, 2025 as Juneteenth 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.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

Juneteenth Day

WHEREAS, the United States was formed on declared principle that all men are created equal and are guaranteed equal protection under the law. The Country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for peace in modern human civilizations and in our democratic traditions; and

WHEREAS, Juneteenth or Juneteenth Independence Day, commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19th; and

WHEREAS, President Abraham Lincoln declared that "in giving freedom to the slave, we assure freedom to the free – honorable alike in what we give, and what we preserve. We shall nobly save, or meanly lose, the last best hope of earth;" and

WHEREAS, on January 1, 1863, President Lincoln issued the Emancipation Proclamation, declaring that "all persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free;" and

WHEREAS, President Lincoln correctly believed slavery to be in violation of the principles of the Declaration of Independence, the all men are created principle and that its abolition represented a "new birth of freedom" for the United States; and

WHEREAS, more than two years would pass before the news reached African Americans living in Texas when on June 19, 1865, Union Major General Gordon Granger and his regiment arrived in Galveston and spread the word that slavery had been abolished; and

WHEREAS, the following year, the first official Juneteenth celebrations took place in Texas and have continued across the United States throughout the years; and

WHEREAS, emancipation in Florida was proclaimed in Tallahassee on May 20, 1865, and for this reason Floridians traditionally celebrate Emancipation Day on May 20th; and

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery and in 2021 President Joseph R. Biden signed the Juneteenth National Independence Day Act, making it the first new federal holiday since Martin Luther King Jr. Day; and

WHEREAS, Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions African Americans have made, and continue to make in the beautiful City of Sunrise, the great State of Florida and across our Nation.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commission do hereby proclaim June 19, 2025 as: **Juneteenth** in the City of Sunrise and urge each resident and business in our community to respect and appreciate all of our differences and work together. Getting involved and supporting Juneteenth celebrations creates new bonds of friendship and understanding among us. This indeed brightens our future - and that is the Spirit of Juneteenth.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Leisure Services

Item Title: Presentation

Item Number: 6D **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Presentation of the Youth Athlete of the Month Award for June 2025 to Juan Hernandez from the Travel Basketball program. Kevin Pickard, Director of Leisure Services.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

June 2025 Youth Athlete of the Month- Travel Basketball

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, (except our Travel Basketball program) 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.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Richard Devaux Phone: 954-747-4617

Department Head Name and Title:
Kevin Pickard, Director of Leisure Services

City Manager:
Authorized for agenda placement

June 2025 Youth Athlete of the Month
Travel Basketball

Athlete: Juan Hernandez
Coach: Ceasar Diaz

Juan Hernandez is a 16-year old student at Plantation High School and a participant in the Sunrise Travel Basketball Program.

Comments from his Coach:

It is with great pride that we nominate Juan Hernandez for the City of Sunrise Youth Athlete of the Month. Juan is a standout player on our Varsity Travel Team with the Sunrise Hoopsters and has been an integral part of our basketball program for several years.

Juan's journey with us began much like many others, as a young camper attending our skills camps with a simple desire to improve. Over the years, he transformed that desire into dedication. Following the pandemic, as our program gradually returned to travel basketball and weekly classes, Juan was there every step of the way. His passion for the sport was evident, showing up consistently, asking questions, putting in the extra work, and leading by example.

Today, Juan is not only one of the leaders on our Varsity team but also a mentor to younger athletes in our program. He volunteers his time to assist with our younger travel teams, offering support, helping run drills, and sharing advice from his own experiences. His leadership extends beyond the court, as he is respected, dependable, and always willing to help others grow.

Equally impressive is Juan's commitment to academics. He is an Honor Roll student and understands that success in the classroom is just as important, if not more so than success on the court. As he enters his senior year at Plantation High School this fall, we're confident he will continue to lead with integrity, discipline, and a strong sense of purpose.

We believe that Juan embodies the spirit of what the Youth Athlete of the Month award is. Passionate, hardworking, team-oriented, and community-minded. We are incredibly proud of the young man he has become and excited to see what the future holds for him.

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6E **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Presentation of the Outstanding Performance Award for June 2025 to Laura Murphy-Lestrade, Administrative Assistant II, Risk Division. Susan Nabors, Director of Finance and Administrative Services Department.

Funding:
001.16.10.513.504907 - Employee Appreciation

Amount:
$50.00 Gift Card

ATTACHMENTS:

Outstanding Performance Award Nomination - Laura Murphy-Lestrade, June 2025

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. 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 June 2025:

- Laura Murphy-Lestrade

The employee will be presented with a certificate of recognition and will receive a $50.00 American Express gift card.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of Human Resources

Phone: 954-838-4522

Department Head Name and Title:

City Manager:
Authorized for agenda placement



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: _____

Job Title: _____

Department/Division: _____

I hereby nominate _____ for the Outstanding Performance Award for the reasons stated below:

_____ _____

Name and Signature of Nominator **Date**

S. Nabors _____

Name and Signature of Director **Date**

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: Fire Rescue

Item Title: Presentation

Item Number: 6F **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Presentation of the Firefighter of the Month Award for June 2025 to Rescue Lieutenant Chad Crowe, Firefighter-Paramedic Frank Lioy, and Firefighter-Paramedic Justin Dantin. John K. McNamara, Fire Chief.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

FFOM - June 2025

Background:
The Fire Chief has reviewed the nomination for Firefighter of the Month and determined that Rescue Lieutenant Chad Crowe, Firefighter-Paramedic Frank Lioy and Firefighter-Paramedic Justin Dantin should receive the Firefighter of the Month Award for the month for June 2025.

They are being recognized as Firefighters of the Month for their efforts on a cardiac arrest call. The crews quick thinking and efficient response led to a greater chance of survival for the patient. The winning nomination is attached.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: John McNamara Phone: 9547463400

Department Head Name and Title:
John McNamara, Fire Chief

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

Memorandum

To: Jeffrey Martin, Battalion Chief

From: John K. McNamara, Fire Chief

Date: March 25, 2025

Re: Commendation for Outstanding Work Performance – Unit Citation

CC: Division Chief Noel Santiago, Deputy Chief Chris Shannon, Captain Christopher Botelho, Personnel File

---

This memorandum acknowledges the outstanding work performance provided by your crew from Rescue 92 on a routine medical emergency that turned into a high-priority medical emergency on March 20, 2025.

Rescue 92, led by Rescue Lieutenant Chad Crowe, responded to a call for service involving a patient with neck pain. During their in-home evaluation, Rescue Lieutenant Crowe, along with Firefighter-Paramedics Frank Lioy and Justin Dantin, conducted a comprehensive patient assessment, which included obtaining a full set of vital signs, performing a stroke evaluation, and conducting a 12-lead EKG. While the patient's primary concern was reported as neck pain, it was mentioned that she was also experiencing mild chest discomfort. Upon reviewing the EKG, the crew identified significant ST-segment depression in multiple leads. Recognizing the critical nature of these findings, Rescue Lieutenant Crowe promptly initiated a cardiac alert for a posterior wall myocardial infarction.

The patient was transported to Westside Regional Hospital, where cardiac catheterization revealed a 100% occlusion of the circumflex artery. Hospital physicians noted that this type of cardiac event is often challenging to diagnose in the field, leading to sudden cardiac death. They commended the crew's expertise, stating that the patient's positive outcome was a direct result of their swift and accurate assessment.

Obviously, I could not agree more – *job well done!*

Incident Information:

Log# 252500003544

Rescue 92: Rescue Lieutenant Chad Crowe, Firefighter-Paramedics Frank Lioy & Justin Dantin

AGENDA ITEM REQUEST

Originating Department: Human Resources

Item Title: Presentation

Item Number: 6G **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Recognition of service time and dedication for employee retiring from City service awarded to Benjamin Hodgers, Police Officer. Daniel Ransone, Chief of Police.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

No Attachments Available

Background:
The City Commission wishes to recognize an employee who will be retiring from City employment and to thank them for their service time and dedication.

The following employee is retiring from City service during the month of July 2025:

Benjamin Hodgers, Police Officer, 33 years of service (1992-2025)

- Public Service Aide (1992-1994)
- Police Officer (1994-2025)

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Jami Ketchup, Director of HR Phone: 954-838-4522

Department Head Name and Title:
Daniel Ransone, Chief of Police

City Manager:
Authorized for agenda placement

CITY OF SUNRISE FLORIDA

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6H **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of June 2025 as LGBTQ+ Pride 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.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

LGBTQ+ Pride Month

WHEREAS, the City of Sunrise upholds the inherent worth and dignity of every individual and affirms its commitment to the principles of equality, freedom, and mutual respect; and

WHEREAS, Sunrise is a city where all individuals and families regardless of structure or identity are welcomed, valued, and supported in a safe, inclusive environment; and

WHEREAS, the City of Sunrise City Commission and City staff have committed to make the City of Sunrise an inclusive and welcoming community for all; and

WHEREAS, the City of Sunrise denounces prejudice and unfair discrimination based on age, gender identity, gender expression, race, color, religion, marital status, national origin, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, LGBTQ+ Pride month is celebrated each year in the month of June to commemorate the 1969 on the one-year anniversary of the Stonewall Uprising in New York City after LGBTQ+ and allied friends rose up and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, the United States Supreme Court ruled in June 2015 that same-sex couples can marry nationwide, establishing a new civil right in our country; and

WHEREAS, former president Barack Obama designated the first national monument to LGBTQ+ rights in June 2016, honoring the LGBTQ+ community's long-term presence and struggle for equality across our nation; and

WHEREAS, all members of the City of Sunrise community, including those who are lesbian, gay, bisexual, transgender, queer or questioning, intersex and asexual have the right to feel safe, not be discriminated against and to live without the threat of harassment; and

WHEREAS, the City of Sunrise appreciates the cultural, civic, and economic contributions of lesbian, Gay, Bisexual, Transgender, Queer, plus (LGBTQ+) community which strengthen our social welfare; and

WHEREAS, it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their peers and community leaders; and

WHEREAS, the vibrant contributions of the LGBTQ+ community enrich the cultural, civic, and economic life of our city, strengthening the fabric of Sunrise as a whole.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commission do hereby proclaim June 2025 as: **LGBTQ+ Pride Month** in the City of Sunrise and urge each resident and business in our community to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6I

Meeting Date: 6/10/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming the Month of June 2025 as National Migraine and Headache 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.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

National Migraine and Headache Awareness Month

WHEREAS, migraine and headache disorders are among the most prevalent and disabling neurological conditions worldwide, affecting more than one billion people globally and approximately 39 million people in the United States alone; and

WHEREAS, migraine is not just a headache, but a complex neurological disease that can cause severe head pain, nausea, visual disturbances, cognitive impairment, and other symptoms that significantly interfere with daily activities and quality of life; and

WHEREAS, many individuals living with migraine and other headache disorders such as cluster headache, tension-type headache, and chronic daily headache often suffer in silence due to stigma, misdiagnosis, and lack of access to appropriate care and treatment; and

WHEREAS, despite the immense personal, social, and economic burden of migraine and headache disorders, public awareness and research funding remain disproportionately low relative to their impact; and

WHEREAS, June is designated as National Migraine and Headache Awareness Month to shine a spotlight on these often-invisible conditions, to promote education, reduce stigma, and advocate for greater understanding, improved care, and increased research funding; and

WHEREAS, patients, healthcare providers, caregivers, researchers, and advocacy organizations across the county to join together during this month to share stories, support one another, and advance efforts to bring hope and healing to all those affected.

NOW, THEREFORE, be it resolved that I, Michael J. Ryan, Mayor of the City of Sunrise, Florida, together with the City Commissioners do hereby the Month of June 2025 as **National Migraine and Headache Awareness Month** in the City of Sunrise and urge to recognize the importance of understanding migraine and headache disorders, supporting those affected, and working toward a future where no one suffers in silence.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: City Commission

Item Title: Proclamation

Item Number: 6J **Meeting Date:** 6/10/2025

City Reference Number (C#):

Item Description:

Proclamation proclaiming June 19th, 2025 as World Sickle Cell 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.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Proclamation

Background:
See attached proclamation.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Phone:

Department Head Name and Title:

City Manager:
Authorized for agenda placement

Proclamation

Office of the Mayor

World Sickle Cell Day

WHEREAS, June 19th is recognized globally as World Sickle Cell Day, a day to raise awareness about sickle cell disease (SCD), a hereditary blood disorder that affects millions worldwide; and

WHEREAS, SCD is the most common inherited blood disorder in the United States, impacting approximately 100,000 individuals, with about 1 in 365 African American and 1 in 16,300 Hispanic American newborns diagnosed each year; and

WHEREAS, Sickle Cell Disease leads to severe health complications, including chronic pain, stroke, organ damage, and reduced life expectancy; and

WHEREAS, while advancements in medical research have led to the development of new treatments, including gene therapies and improved bone marrow transplant techniques, access to these treatments remains a challenge for many communities; and

WHEREAS, the City of Sunrise is committed to supporting individuals and families affected by SCD through education, advocacy, and access to quality healthcare services; and

WHEREAS, the observance of World Sickle Cell Day provides an opportunity to honor those living with SCD, recognize the contributions of healthcare professionals, and promote ongoing research and support efforts.

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 June 19th, 2025 as **World Sickle Cell Day** in the City of Sunrise and encourage all to join in raising awareness, supporting affected individuals, and contributing to the ongoing fight against sickle cell disease.

Witness My Hand and Official Seal of
The City of Sunrise, Florida

_____

Michael J. Ryan, Mayor

AGENDA ITEM REQUEST

Originating Department: Finance and Administrative Services

Item Title: Amendment

Item Number: 12A **Meeting Date:** 6/10/2025

City Reference Number (C#): C25115

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, Amending Fiscal Year 2024/2025 Budget Ordinance No. 709; Amending the General Fund (001); providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Susan Nabors, Director of Finance and Administrative Services. (First Reading CCM 5/27/2025, Passed 5-0.)

Funding:
See Attachment

Amount:
See Attachment

ATTACHMENTS:

ATY Ordinance - C25115

Exhibit A

Background:
This item amends the FY 2024/2025 Budget as follows:

General Fund 001
A: This item recognizes the appropriation of fund balance in the amount of $1,040,000 and transfers funding to the appropriate account to support the purchase of the two-story, 3,460 square foot, Class "C" office property, located at 6190 NW 11th Street, Sunrise, FL.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Kareyann Ashworth Phone: 954-746-3220

Department Head Name and Title:
Susan Nabors, Finance and Administrative Services Director

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING FISCAL YEAR 2024/2025 BUDGET ORDINANCE NO. 709; AMENDING THE GENERAL FUND (001); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Fiscal Year 2024/2025 Budget Ordinance No. 709 is hereby amended to revise the General Fund (001) as more particularly set forth in the revised budget sheet which is attached hereto and made a part of this Ordinance as Exhibit A.

Section 2. 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 3. 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 4. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 27TH DAY OF MAY, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	KERCH	MOTION:	_____
SECOND:	SCUOTTO	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

BUDGET AMENDMENT
GENERAL FUND
FUND 001

	ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET
	REVENUES						
A	00.00.389.389900	FROM FUND BALANCE	1,137,400	4,686,000	1,040,000	0	5,726,000
		TOTAL FUND REVENUES	**184,750,860**	**192,125,769**	**1,040,000**	**0**	**193,165,769**
	EXPENDITURES						
A	49.60.519.506100	LAND PURCHASE	0	1,850,000	1,040,000	0	2,890,000
		TOTAL FUND EXPENDITURES	**184,750,860**	**192,125,769**	**1,040,000**	**0**	**193,165,769**

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 12B **Meeting Date:** 6/10/2025

City Reference Number (C#): C25111

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 Koffee Kult Retail Corp." for City property located at 6780 Sunset Strip, Unit #11; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Danielle Lima, Economic Development Director. (First Reading CCM 5/27/2025, Passed 5-0.)

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25111
Lease Agreement with Koffee Kult
IRS Notice - Koffee Kult

Background:

The City Commission adopted the East Sunrise Improvements Master Plan in March 2019. 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. With this vision in mind, the City has been acquiring commercial properties adjacent to the Village Art Plaza to attract businesses that will help activate the area and provide quality food and beverages.

The proposed tenant, Koffee Kult Retail Corp., is proposing a coffee shop which also includes handcraft sandwiches, savory toasts and healthy grab and go items. Additionally, Koffee Kult is also currently working with an ice cream provider to bring ice cream options as well. Koffee Kult is an established national coffee brand that roasts and ships their coffee all over the Country. The brand has cultivated a loyal following of coffee enthusiasts from across the country, and its current retail location in Hollywood, Florida has become a destination café, attracting visitors from all over the U.S. who seek out the Koffee Kult experience in person.

The proposed lease with Koffee Kult Retail Corp. includes the City's build-out of an estimated 962 sq. ft. coffee shop which will include a small kitchen and indoor and outdoor seating area. The space will have a cozy coffeehouse aesthetic that is relaxing, inviting and comfortable, digital menu boards, community tables for gatherings and coworking, couch for lounge seating, free Wi-Fi and curated coffee shop music.

The proposed lease is for five years with an option for a five-year extension, 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 coffee and kitchen. The tenant will also have operation obligations, with some of those obligations highlighted below:

- Coordinate with the City with respect to the name selection and logo for the coffee shop. The name selection and logo for the coffee shop shall be subject to the approval of the City Manager;
- Include labeling on any coffee roasted on Premises specifying that it was made and distributed in the City of Sunrise;
- Include “Sunrise” on marketing materials, giveaways and social media posts;
- Organize and host a minimum of 4 events per month (with the exception of the first 6 months of operations where a minimum of 2 events per month will be allowed), of which, at least 3 shall be on the Village Art Plaza stage, weather permitting, and may include but not be limited to events that focus in art, music, fitness, tastings, and/or education;
- Provide philanthropy, product donations, volunteerism, and sponsorship of events within the City;

- Tenant shall make best efforts to source and utilize local and organic ingredients for any food or beverage sold at the Premises;
- Install high-efficient lighting systems with occupancy and daylight sensors to reduce energy use;
- Provide free Wi-Fi for the Premises;
- Utilize natural gas for cooking when possible; and
- Tenant shall make best efforts to implement City resident preference when hiring.

It is requested that the City Commission approve the Ordinance to move forward with the Lease with Koffee Kult Retail Corp.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Danielle Lima, Economic Development Director

Phone: 954-746-3432

Department Head Name and Title:
Mark Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE BETWEEN CITY OF SUNRISE AND KOFFEE KULT RETAIL CORP." FOR CITY PROPERTY LOCATED AT 6780 SUNSET STRIP, UNIT #11; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted the East Sunrise Improvements Master Plan in 2019. Unique food and beverage establishments are essential to create an active and lively Main Street environment as envisioned in the Master Plan. A coffee shop is a desirable use which will bring new energy and excitement into the area and help with the revitalization efforts; and

WHEREAS, the City owns property located at 6780 Sunset Strip, Unit #11, within Library Square Plaza directly adjacent to the Village Art Plaza; and

WHEREAS, the City wishes to lease this City-owned property to a tenant for the establishment of a coffee shop; 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 Koffee Kult Retail Corp." (Lease) for City property located at 6780 Sunset Strip, Unit #11 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 upon the tenant successfully registering "Koffee Kult Retail Corp." with the Florida Division of Corporations.

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 27TH DAY OF MAY, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	KERCH	MOTION:	_____
SECOND:	GUZMAN	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

LEASE

BETWEEN

CITY OF SUNRISE

AND

KOFFEE KULT RETAIL CORP.

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 Koffee Kult Retail Corp., 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, fitness events, 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, in addition to being a fun place for residents and visitors to enjoy, a coffee shop invites new energy and excitement into the area and furthers revitalization efforts for the area; and

WHEREAS, a coffee shop is a small informal restaurant where drinks such as coffee and small meals are served; and

WHEREAS, the City approved a lease with a restaurant/brewery/distillery nearby, and a coffee shop will provide great synergy with the upcoming restaurant. A coffee shop also helps attract more vibrant and likeminded independent businesses and more investment to the area; and

WHEREAS, Koffee Kult Retail Corp. ("Tenant") is a privately held corporation in the business of producing, high quality, innovative, fresh coffee and food; and

WHEREAS, the City has determined that leasing the Premises to the Tenant for the operation of a coffee shop, which will include a coffee bar, comfortable seating areas, and a 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:	
Commencement Date:	The earlier of the following: (1) date the Temporary Certificate of Occupancy ("TCO") is issued for the Tenant Improvements or (2) ninety (90) days from the date the Landlord receives a Certificate of Completion for the Building Improvements.
Landlord:	City of Sunrise 10770 West Oakland Park Boulevard Sunrise, Florida 33351
Tenant:	Koffee Kult Retail Corp. 311 s 21st ave Hollywood, FL 33020
Premises:	6780 Sunset Strip, Unit # 11 Sunrise, FL 33313 Folio 4941 27 BG 0090 (962 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. Upon expiration of the initial five (5) year term, Tenant shall have the option to extend this Lease for an additional five (5) years (the "Extension Term"). Landlord agrees to approve the extension, provided that: - Tenant gives Landlord written notice of its intention to exercise the extension option at least ninety (90) days prior to the end of the initial term; - Tenant is not in default under this Lease at the time of the Extension and/or not 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 the extension option, the Lease shall be deemed extended for the additional five (5) year period, and all terms and conditions shall remain in full force and effect.

Base Monthly Rent:

Commencing on the Commencement Date:

Year 1	$0.00
Year 2:	$801
Year 3:	$962
Year 4:	$1,122
Year 5:	$1,282

Upon expiration of the Initial Term, the Tenant and Landlord will negotiate the rent amount for the 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 Business' profitability and help determine a rent amount that will not hinder the Tenant's ability to grow and be successful.

Permitted Use: Coffee Shop

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, 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 the 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.

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. Back door leading to the Village Art Plaza Biergarten;
ii. Storefront doors and windows;
iii. 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
viii. any and all required demolition to facilitate above improvements.

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 coffee shop (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 coffee bar with countertop, coffee making equipment, kitchen equipment, 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 Coffee Shop 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 coffee making related equipment, 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 nonstructural 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 coffee shop 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 ninety (90) days from the date that the Landlord receives a Certificate of Completion for the Building Improvements.

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. Coordinate with the Landlord with respect to the name selection and logo for the coffee shop. The name selection and logo for the coffee shop shall be subject to the approval of the Landlord's City Manager;
ii. include labeling on any coffee roasted on Premises specifying that it was made and distributed in the City of Sunrise;
iii. include "Sunrise" on marketing materials, giveaways and social media posts;
iv. organize and host a minimum of 4 events per month (with the exception of the first 6 months of operations where a minimum of 2 events per month will be allowed), of which, at least 3 shall be on the Village Art Plaza stage, weather permitting, and may include but not be limited to events that focus in art, music, fitness, tastings, and/or education;
v. provide philanthropy, limited product donations, volunteerism, and sponsorship of events within the City;
vi. Tenant shall make best efforts to source and utilize local and organic ingredients for any food or beverage sold at the Premises;
vii. install high-efficient lighting systems with occupancy and daylight sensors to reduce energy use;
viii. provide free Wi-Fi for the Premises;
ix. utilize natural gas for cooking when possible;
x. Tenant shall make best efforts to implement City resident preference when hiring;
xi. Tenant shall make its best efforts to operate 7 days a week from 7 am to 9 pm, with extended hours during Village Art Plaza events; and
xii. In addition to coffee, the tenant will provide food offerings developed in collaboration with local chefs and will make its best efforts to provide ice cream options for evening activation.

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 for a period not to exceed three (3) years. 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.

Insurance Type	Amount of Coverage
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.
Business Automobile Liability (owned, non-owned, hired vehicles)	$1,000,000
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.

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 and by 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, including Outdoor front patio seating and nearby Biergarten Seating and Entertainment Area (included as part of the Village Art Plaza);

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; and

6.6.9 any act or incident arising out of or related to this Lease.

6.6.10 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;

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 coffee making related Equipment; and all windows, doors, plate glass, interior walls, and ceilings which are part of the Premises. The Tenant shall also, in collaboration with the brewery, be responsible for maintaining in good repair, order, and serviceable condition, the Biergarten Area, as depicted in Exhibit C. 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. 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.

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.

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 Florida Building Code, 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 ninety (90) days from the date that the Landlord receives a Certificate of Completion for the Building Improvements.

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.

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 of 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

By: _____

Its: _____

ATTEST:

_____
Felicia M. Bravo, City Clerk

TENANT:
KOFFEE KULT RETAIL CORP.

By: _____ Jamie Mardis

Its: President

WITNESS:

_____
Print Name: Marlene C Haggerbruch Mardis

WITNESS:

_____
Print Name: Lucas Mardis

DATE: May 22, 2025

EXHIBIT A
DESCRIPTION OF PREMISES

Unit 11 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.

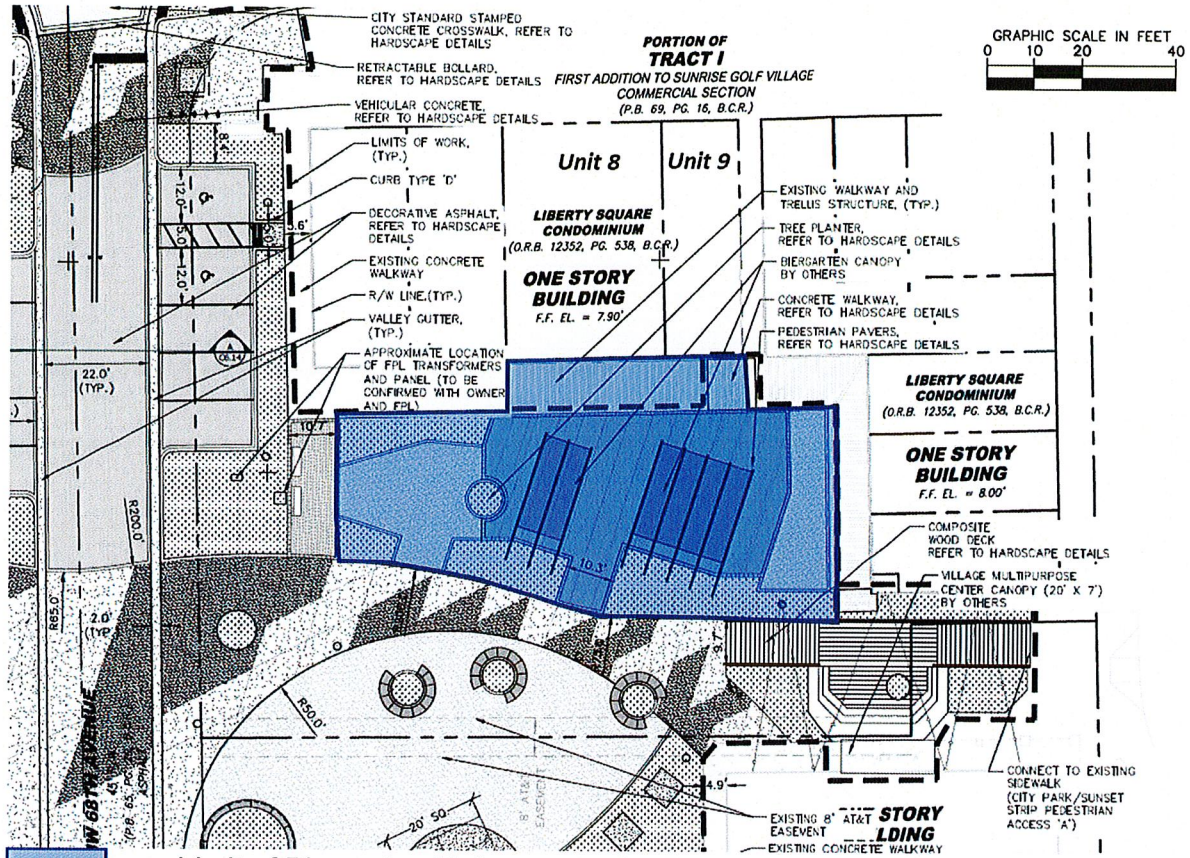
EXHIBIT B
COFFEE SHOP CONCEPT

Koffee Kult is a South Florida-based artisan coffee roasting company, nationally recognized for its bold, fresh-roasted coffee and unwavering commitment to quality, creativity, and customer experience. Koffee Kult is proud to be a national brand, shipping coffee directly to over 10,000 households each month through their e-commerce platform and wholesale partnerships. The brand has cultivated a loyal following of coffee enthusiasts from across the country, and its existing retail location has become a destination café, attracting visitors from all over the U.S. who seek out the Koffee Kult experience in person. All of Koffee Kult's coffee is roasted in-house ensuring every batch meets the highest standards for quality and freshness. More than just a coffee company, Koffee Kult is a community-driven brand that is passionate about creating spaces that bring people together, spark conversation, and celebrate the craft and story behind every cup.

This 962 sq. ft. coffee shop will include:

- The space will have a cozy coffeehouse aesthetic that is relaxing, inviting and comfortable, digital menu boards, community tables for gatherings and coworking, couch for lounge seating, free Wi-Fi and curated coffee shop music.
- Open ceilings to provide a signature contemporary element with a spaciousness, casual, and cool vibe.
- Outdoor front patio seating and nearby Biergarten Seating and Entertainment Area (included as part of the Village Art Plaza).
- Small open kitchen will have all the necessary equipment to create a unique 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.
- Back door to the Village Art Plaza (this is going to create seamless flow and connection between the Village Art Plaza the brewery and the coffee shop).
- High Bar Seating, low Table Seating, and comfortable and unique seating areas.
- Art will be included as part of the facility's theme and décor.

EXHIBIT C
BIERGARTEN AREA



- Limit of Biergarten Maintenance Area

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 05-05-2025

Employer Identification Number:
33-4944807

Form: SS-4

Number of this notice: CP 575 A

KOFFEE KULT RETAIL CORP
% JAMIE MARDIS
311 S 21ST AVE
HOLLYWOOD, FL 33020

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 33-4944807. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1120	04/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is KOFF. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

(IRS USE ONLY) 575A 05-05-2025 KOFF B 9999999999 SS-4

Keep this part for your records. CP 575 A (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 A

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 05-05-2025
EMPLOYER IDENTIFICATION NUMBER: 33-4944807
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

KOFFEE KULT RETAIL CORP
% JAMIE MARDIS
311 S 21ST AVE
HOLLYWOOD, FL 33020

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Agreement

Item Number: 12C **Meeting Date:** 6/10/2025

City Reference Number (C#): C25120

Item Description:

Commission discussion and/or action re: Second Reading of an Ordinance of the City of Sunrise, Florida, approving a "Lease between the City of Sunrise, Florida and Boys & Girls Clubs of Broward County, Inc."; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. (First Reading CCM 5/27/2025, Passed 5-0.)

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25120

Lease Agreement

Background:

The Boys and Girls Club of Broward County (BGCBC) has thirteen facilities in Broward County, including the Teen Center at Roarke Hall, and serves over 12,500 youth between the ages of 6-18 each year. Youth services and programs provide focus on everything from education, social recreation, health and physical education to leadership and citizenship development, cultural enrichment, and personal adjustment with one-on-one counseling, at a cost of $15 per year for its members.

As part of the FY 2022 Budget, the City Commission allocated American Rescue Plan Act (ARPA) Funds for City Commission priority projects and programs. One of the ARPA projects identified for City Commission consideration was the conversion of the interior of Roarke Hall to a Teen Center to be operated by the BGCBC. Subsequently, the City and the BGCBC entered into an initial agreement for a one-year pilot program for the operation of a Teen Center at Roarke Hall, which included funding not to exceed $249,999.00. The BGCBC completed the interior renovations at Roarke Hall and began providing Teen Services on June 24, 2024. Based upon the success of the pilot program, the City and BGCBC developed a Subrecipient Agreement – Year 2 to provide funding not to exceed $249,999.00. The funding amount includes $249,999.00 for an operating budget spread equally over 12 months, to continue providing Teen Services at Roarke Hall through June 23, 2026.

Included within the initial agreement were the terms and conditions for the BGCBC to use the Roarke Hall facility. The initial agreement is scheduled to expire on June 23, 2025. The attached proposed Lease Agreement between the City and BGCBC identifies terms and conditions for the use of the facility for an initial five-year period, with the option to renew for three additional five-year periods.

Staff recommends approval of the Lease Agreement and requests authorization for the City Manager to execute the Lease Agreement.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Sean Dinneen Phone: 954-746-3430

Department Head Name and Title:
Mark S Lubelski, City Manager

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, APPROVING A "LEASE BETWEEN THE CITY OF SUNRISE, FLORIDA AND BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC."; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Boys & Girls Clubs of Broward County, Inc. (BGCBC) has thirteen (13) facilities in Broward County, including an initial agreement with the City of Sunrise for a pilot program for a Teen Center at Roarke Hall, which provide youth services and programs on education, social recreation, health and physical education, leadership and citizenship development, cultural enrichment, and personal adjustment with one-on-one counseling at a yearly cost of fifteen ($15.00) dollars per year; and

WHEREAS, the initial agreement with the City expires on June 23, 2025; and

WHEREAS, due to the success of the pilot program, the parties wish to enter into a new Lease for the use of the Roarke Hall facility for an initial five-year period, with the option to extend the Lease term for three (3) additional five-year periods.

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 the City of Sunrise, Florida and Boys & Girls Clubs of Broward County, Inc." (Lease) is hereby approved. A copy of the Lease is attached hereto and made a part of this Ordinance as Exhibit A.

Section 3. The City Manager is hereby authorized to execute the Lease. The City Manager is further authorized to extend the term of the Lease, in accordance with the terms of the approved 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 27TH DAY OF MAY, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	KERCH	MOTION:	_____
SECOND:	SCUOTTO	SECOND:	_____
CLARKE:	YEA	CLARKE:	____
GUZMAN:	YEA	GUZMAN:	____
KERCH:	YEA	KERCH:	____
SCUOTTO:	YEA	SCUOTTO:	____
RYAN:	YEA	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

LEASE BETWEEN THE CITY OF SUNRISE, FLORIDA
AND
BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC.

This LEASE (Lease), is made by and between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (LANDLORD), and Boys & Girls Clubs of Broward County, Inc., whose address is 877 NW 61st Street, Fort Lauderdale, FL 33309 and whose Federal Identification Number is 59-1108790 (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 PREMISES described in Exhibit A, which is attached and made part of this Lease, for a term of five (5) years commencing on June 24, 2025 (the "Commencement Date"), TENANT may terminate this Lease by providing LANDLORD with thirty (30) days' written Notice of Termination. During the term of the Lease, TENANT shall not owe any rent to Landlord. The City Manager shall have the authority to issue three, five (5) year, extensions to the term for a maximum of 15 years.

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 Teen Services for teenagers (ages 13-18). 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.

4. UTILITIES AND OTHER SERVICES:
   TENANT will supply its own air card or other method for computer/internet access. TENANT shall also provide its own telephone service for use by TENANT and TENANT clients. LANDLORD shall provide basic utilities (electric, water, and sanitation). TENANT will provide janitorial services in the Facility.

5. ALTERATIONS AND IMPROVEMENTS:
   Unless otherwise prohibited by the terms of this Lease, TENANT may, at TENANT'S own expense, make such non-structural changes, alterations, additions and improvements to the PREMISES as TENANT may deem necessary. TENANT may remove all such property acquired by TENANT 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 any portion 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, TENANT will peaceably surrender and deliver the PREMISES to LANDLORD, its agents or assigns. TENANT further agrees that TENANT will remove all TENANT 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 TENANT 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. DAMAGE TO PREMISES:
   TENANT agrees that all TENANT 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.

9. 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.

10. 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 untenantable 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.

11. 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.

12. 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.

13. 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.

14. 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:

Mr. Chris Gentile, Co-CEO
Boys & Girls Clubs of Broward County, Inc.
877 NW 61st Street
Fort Lauderdale, FL 33309

Notice to the LANDLORD shall be addressed to:

City Manager
City of Sunrise
City Manager's Office
10770 W. Oakland Park Boulevard, 5th Floor
Sunrise, Florida 33351

With a copy to:

City Attorney
City of Sunrise
City Attorney's Office
10770 West Oakland Park Boulevard, 4th Floor
Sunrise, FL 33351

15. 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.

16. TERMINATION FOR CONVENIENCE:
This Lease may be terminated by the LANDLORD without cause upon thirty (30) days' written notice to the TENANT. In the event of such a termination without cause, the TENANT shall be compensated for all Services completed and accepted by the LANDLORD's representative as authorized herein, together with reimbursable expenses incurred.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. INSURANCE REQUIREMENTS:

a. TENANT agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Lease the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as LANDLORD's review or acceptance of insurance maintained by TENANT is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by TENANT under the Lease. Any coverage maintained by the LANDLORD shall apply excess of, or contingent upon the absence of, insurance required or maintained by TENANT. Required insurance may be satisfied through a national association or chapter as long as Boys & Girls Clubs of Broward County, Inc. is listed as a named insured entity.

b. Commercial General Liability. TENANT 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. TENANT agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

c. Additional Insured Endorsement. TENANT agrees to endorse the LANDLORD 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 TENANTs endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or TENANTs Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise".

d. Certificate(s) of Insurance. TENANT agrees to provide LANDLORD 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 TENANT's insurer. If the TENANT 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, TENANT agrees to notify the LANDLORD 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:	Copy to:
City of Sunrise	City of Sunrise
Attn: Procurement Manager	Attn: Risk Manager
Purchasing Office	Risk Management Division
10770 West Oakland Park Blvd.	10770 West Oakland Park Blvd.
Sunrise, FL 33351	Sunrise, FL 33351
purchasing@sunrisefl.gov	riskmanagement@sunrisefl.gov
Fax (954) 578-4809	

e. Right to Revise or Reject. LANDLORD 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, LANDLORD 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.

f. Other Insurance Obligations. LANDLORD shall be responsible for maintaining its own insurance on LANDLORD's licensed PREMISES (Exhibit A), including improvements thereon and its business personal property at the PREMISES. TENANT shall be responsible for insuring any property owned by TENANT and used at the PREMISES.

25. AUTHORITY TO PRACTICE:
The TENANT 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 LANDLORD's representative upon request.

26. 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 Lease, TENANT represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

27. PUBLIC RECORDS LAW:

The TENANT 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 TENANT and this Lease are subject to the requirements in Section 119.0701, Florida Statutes, the TENANT shall: (a) keep and maintain public records required by the LANDLORD to perform the Services provided hereunder; (b) upon request from the LANDLORD's custodian of public records, provide the LANDLORD 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 Lease and following completion of this Lease if the TENANT does not transfer the records to the LANDLORD; and (d) upon completion of the Lease, transfer, at no cost, to the LANDLORD all public records in the possession of the TENANT or keep and maintain public records required by the LANDLORD to perform the service. If the TENANT transfers all public records to the LANDLORD upon completion of the Lease, the TENANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the TENANT keeps and maintains public records upon completion of the Lease, the TENANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the LANDLORD, upon request from the LANDLORD's custodian of public records, in a format that is compatible with the information technology systems of the LANDLORD. If the TENANT fails to comply with the requirements in this Section 25, the LANDLORD may enforce these provisions in accordance with the terms of this Lease. If the TENANT fails to provide the public records to the LANDLORD within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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

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 Lease, TENANT 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, TENANT 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. LANDLORD may, at the option of the City Commission, terminate this Lease if TENANT is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

30. INDEMNIFICATION:
To the fullest extent permitted by law, TENANT agrees to indemnify, defend and hold harmless the LANDLORD, 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, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE LANDLORD, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES**. 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

Date:_____

(SEAL)

Approved as to form and legal sufficiency for the City

By:_____
Thomas P. Moss
City Attorney

TENANT

Boys & Girls Clubs of Broward County, Inc.

_____ By:_____
Witness

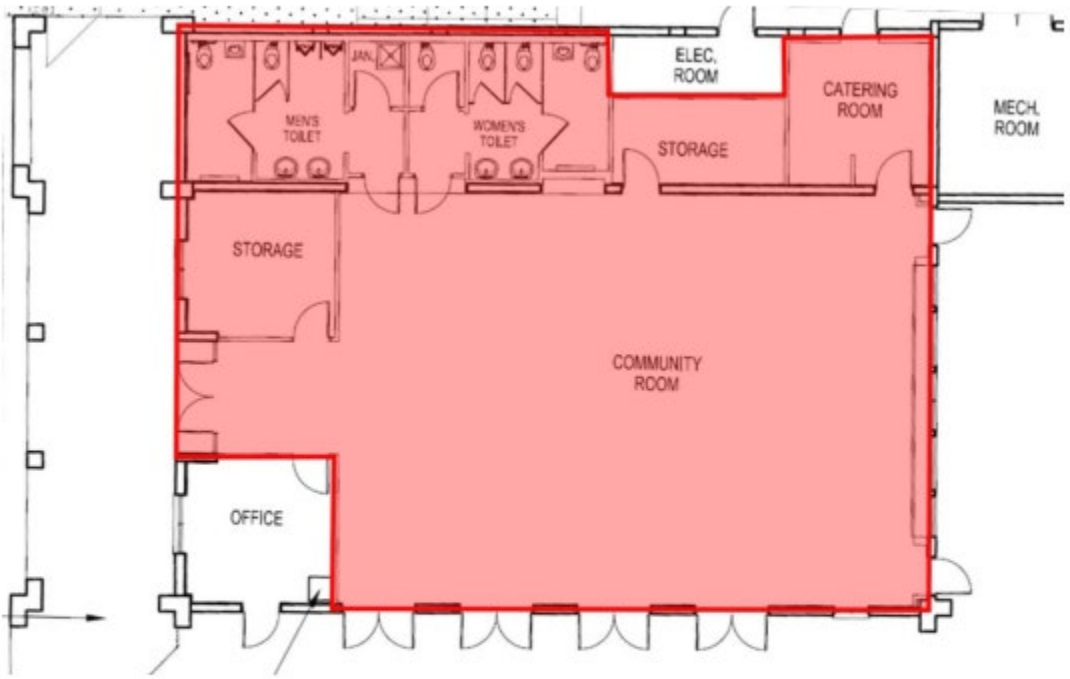
_____ Title: Chris Gentile, Co-CEO
Witness

Date:_____

EXHIBIT A – LICENSED PREMISES

Description of Licensed PREMISES. The Licensed PREMISES shall mean the interior of the LANDLORD's facility located at located at 1720 NW 60th Avenue, Sunrise FL 33313 and commonly known as Roarke Hall. The Licensed PREMISES are depicted on the included sketch of the Licensed PREMISES.

Excluding the Electrical Room Mechanical Room, and the Office, TENANT shall have the exclusive use of the interior of the Licensed PREMISES as depicted in the following sketch:



- Limit of interior area of the Licensed Premise

TENANT shall have the non-exclusive right to use the parking area, entranceway, and dumpsters at the Licensed PREMISES. TENANT shall not have the use of the pool, splash pad, exterior restroom facilities, or any other exterior amenity.

Additions or Alterations. TENANT shall not make any additions or alterations in the interior or exterior of the Licensed PREMISES or the fixtures, furnishings and equipment therein without the prior written consent of City Manager or designee.

Possession and Use. TENANT shall be entitled to the use and possession of the Licensed PREMISES during the term of this Lease, subject to the provisions of this Lease. TENANT, its volunteers, invitees, and clients shall be entitled to use the Licensed PREMISES only at times specified in this Lease or as approved by the City's Director of Leisure Services Department. This Lease provides TENANT only with the right and privilege to use the Licensed PREMISES in the manner set forth herein.

Fees and Taxes. TENANT shall not pay LANDLORD any fee for use of the Licensed PREMISES. 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.

Covenants of TENANT. TENANT covenants and agrees with LANDLORD as follows:

(a) While in possession of the Licensed PREMISES, TENANT shall keep and maintain the Licensed PREMISES in good repair, order and condition, except for normal wear and tear. TENANT shall reimburse LANDLORD for costs incurred by LANDLORD to repair damage caused by TENANT, its volunteers, invitees, or clients to the Licensed PREMISES or to the property of LANDLORD therein. Except as provided herein, the upkeep and maintenance of all areas operated and maintained by the TENANT shall be the responsibility of the TENANT, and TENANT shall maintain the Licensed PREMISES in accordance with the terms of this Lease and consistent prudent and well-reasoned maintenance procedures and techniques. The LANDLORD shall maintain all exterior portions of the Licensed PREMISES, including the roof and other exterior structural components of the Licensed PREMISES, unless such damage is caused by TENANT, its volunteers, invitees, or clients.

(b) While using and occupying the Licensed PREMISES, TENANT, its volunteers, invitees, and clients shall at all times: maintain proper decorum; abide by and observe LANDLORD's Terms and Conditions, and comply with all applicable present and future laws, ordinances, orders, rules and regulations of all governmental authorities. Smoking is not permitted.

(c) Staffing of the Licensed PREMISES shall be the sole responsibility of the TENANT, at its expense. The TENANT shall provide full staffing at all times that the Licensed PREMISES is in use for its programs and services, which staffing shall be adequate to assure security for the operation of the PREMISES and adequate control and supervision of persons present on the PREMISES. TENANT shall provide volunteers and program staff (collectively "TENANT personnel") who shall conduct themselves at all times and in all matters in a courteous, competent and professional manner. TENANT shall not utilize any person identified on any Florida or National registry as a sex offender or sex predator to provide services under this Lease. TENANT represents that the principal owners, corporate officers and TENANT personnel do not have any criminal charges, and LANDLORD reserves the right to approve or reject, for any reason, TENANT's personnel assigned to perform services under this Lease at any time. In addition, the LANDLORD shall

require state and national criminal record checks on all TENANT personnel provided services under this Lease before such individual performs services under this Lease. Proof of criminal history checks must be provided to the LANDLORD once per year.

Strikes, Damage, Destruction, Condemnation. In the event of any damage, destruction, condemnation or taking of the Licensed PREMISES which renders the Licensed PREMISES unusable, then, LANDLORD in its sole discretion may attempt to relocate TENANT to another location. However, if LANDLORD, in its sole discretion, determines that it is unable to relocate TENANT to another location, then this Lease shall terminate as of the date of such damage, destruction, condemnation or taking. The thirty (30) day written notice of termination for convenience shall be waived in such event.

Access by LANDLORD. LANDLORD, its officers, agents, employees, contractors, and representatives shall be entitled to have access to the Licensed PREMISES on such occasions and to such extent as LANDLORD shall, in its sole discretion, deem necessary or appropriate for the proper performance of the duties and obligations required or contemplated to be performed by LANDLORD or to be observed by TENANT under this Lease for the compliance with the Terms and Conditions.

Disclaimer of Liability. LANDLORD shall not be liable or responsible for any loss, damage, or injury to any person or to any property of TENANT or TENANT's guests in or upon the Licensed PREMISES resulting from any cause whatsoever, including but not limited to theft and vandalism unless due to the negligence of LANDLORD or LANDLORD's employees.

Surrender. Upon the expiration of the Term of this Lease or upon the earlier termination of this Lease, TENANT shall surrender possession of the Licensed PREMISES to LANDLORD in the condition in which it was originally delivered to TENANT, normal wear and tear excepted.

AGENDA ITEM REQUEST

Originating Department: Community Development Department

Item Title: Amendment

Item Number: 12D **Meeting Date:** 6/10/2025

City Reference Number (C#): C25113

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, adopting an Amendment to the Uniform Signage Plan for the Sawgrass Gateway Center; providing for conflict; providing for severability; and providing an effective date. City Manager Mark Lubelski. Shannon Ley, Director of Community Development.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25113

Exhibit A - Uniform Signage Plan
Letter of Intent

Background:
This is an application for a revision to the Sawgrass Gateway Center Uniform Signage Plan governing the area generally located south of NW 2nd Street, north of SR 84, and west of NW 136 Avenue. Section 16-264 of the Land Development Code allows "uniform signage plans for certain developments and geographical areas in the City which, due to their nature, make it desirable to create a uniform signage plan governing special features, design characteristics, size, location and number of signs."

The proposed amendment to the Uniform Signage Plan includes modifications to the signage for the IKEA site only, and is primarily to modify the design and colors of wall and parking signs. The size of the signs are generally the same. No alterations have been proposed for the three (3) retail buildings, known as the Gateway, located on the outparcels or Wellesley Inn.

The signs included in the proposed plan require separate building permits.

Staff finds this application meets all applicable Land Development Code requirements for approval of the Uniform Signage Plan. Therefore, Staff recommends approval of this application.

Staff completed an open building permit and code violation search. The subject properties do not have liens or code violations. However, there are two (2) active code compliance cases related to general landscape maintenance.

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

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Ana Parada Phone: 954-236-2119

Department Head Name and Title:
Shannon Ley, P.E., Director of Community Development

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, ADOPTING AN AMENDMENT TO THE UNIFORM SIGNAGE PLAN FOR THE SAWGRASS GATEWAY CENTER; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, IKEA Property, Inc. has submitted a proposed amendment to the Uniform Signage Plan to add site signage and to modify some of the existing signage for the Sawgrass Gateway Center, located at 151 NW 136 Avenue; and

WHEREAS, the City Commission approved a Uniform Signage Plan for Sawgrass Gateway Center by Ordinance No. 402-06-A on March 14, 2006; and

WHEREAS, the City Commission finds and determines that the amendment to the Uniform Signage Plan for Sawgrass Gateway Center will provide project identification signage, will enhance way-finding throughout the property, and will enhance the appearance of the site; and

WHEREAS, pursuant to Section 16-264 of the City Code, amendments to uniform signage plans must be approved by Ordinance.

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. An amendment to the Uniform Signage Plan for the Sawgrass Gateway Center is hereby approved and adopted. A copy of the amended Uniform Signage Plan is attached hereto and made a part of this Ordinance as Exhibit A.

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.

PASSED AND ADOPTED upon this first reading this ____ DAY OF _____, 2025.

PASSED AND ADOPTED upon this second reading this ____ DAY OF _____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

SAWGRASS GATEWAY CENTER

Unified Signage Package

SUNRISE, FLORIDA

Revision Prepared By:
I. D. Associates, Inc.
1771 Industrial Road
Dothan, Alabama 36303

July 25, 2024

Original Prepared By:
Architecture 6400, Inc.
Division of Stiles Corporation
300 Southeast 2nd Street
Fort Lauderdale, Florida 33301

March 9, 2006

ID. ASSOCIATES
BRINGING THE WORLD'S BRANDS TO LIFE

IKEA

STILES DEVELOPMENT CO.

Architecture 6400 inc.

SAWGRASS GATEWAY CENTER SIGN CRITERIA MANUAL

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SAWGRASS GATEWAY CENTER SIGN CRITERIA MANUAL

PURPOSE AND GENERAL REQUIREMENTS

A.) Purpose:

All signage shall be designed, constructed, and located in accordance with the following design criteria and shall be subject to the written approval of the Landlord and approved by the City of Sunrise Planning and Development Department. These criteria have been established to govern the design, fabrication and installation of the tenant signage and are intended to provide all tenants with good visual identification.

B.) General Design Requirements:

I. It is the intent of the Landlord to encourage signage of a scale and proportion to the Tenant's storefront width and fascia height. The maximum square footage of signage a Tenant is allowed is based on the leased store frontage... Maximum height for the Anchor Tenant will be the sole discretion of the Landlord and depending on the specific location of the Tenant as it relates to height and width of sign area.

II. No exposed wiring is allowed for open face signage. Exposed raceways are prohibited.

DEFINITIONS:

1) Building identification sign: A sign that shows the name or address of a building.
2) Canopy sign: A sign hung underneath a pedestrian shelter canopy in a multitenant commercial structure.
3) Development or neighborhood identification sign: A sign that is permitted to be installed only around the perimeter of a development or neighborhood to identify the name only, of the development or neighborhood.

4) Directory sign: An index consisting of the names of tenants of an office building, shopping center or other multitenant business complex.
5) Facade: The face of a building from the ground to the roof line.
6) Ground or monument sign: Any freestanding solid monument structure containing a sign face which is supported solely by its own ground-mounted base and which is not attached or affixed in any way to a building or other structure. The ground mounted base shall be equal to or greater than the length of the sign face including the cabinet or any structure within which the sign is located.
7) Illuminated sign: Any sign having characters, letters/ designs, logos or outlines illuminated by electric lights or luminous tubes designed for that purpose, whether or not said lights or tubes are physically attached to the sign.
8) Multitenant center: Any shopping center, office center or business center in which two (2) or more occupancies abut each other or share common parking facilities or driveways or are otherwise related.
9) Sign: Any structure and all parts composing the same, together with the frame, background or support therefore, which is used for advertising or display purposes or any statutory, sculpture molding, casting or other objects used for advertising or display purposes, or any flags, bunting or material used for display or advertising purposes, or for the purpose of attracting the attention of the public.
10) Sign area: The square foot area enclosed by the perimeter of the sign structure. When a sign is composed of individual letters, symbols or logos only, the sign area is the area enclosed by a perimeter line (forming a single rectangle or square) enclosing all letters, symbols and logos. When a sign is a ground sign, the square foot area from the ground to the maximum height times width is the sign area.
11) Sign height: The height of the sign measured from the finished ground elevation to the top of the sign. If the area around the sign is bermed, then the height of the sign is determined from the crown of the fronting street, unless such berm is required by section 16-169, in which case, the height of the sign is measured from the top of the grade of the required berm or from two (2) feet above the crown of the fronting street, whichever is lower.
12) Wall sign: A sign which is affixed to and flat against an exterior wall, fascia, cantilever, marquee, mansard, door or window of any building which is parallel thereto and supported by said wall, fascia, cantilever, marquee, awning, mansard or building. No sign shall project higher than the top of said wall, fascia, mansard or building.

13) Window sign: A temporary sign attached inside a store front window or door identifying the name of the occupant. A window sign may be one (1) or all of the following:

- Identification sign: a sign attached to or painted on an establishment window identifying the occupant and it's address and telephone number.
- Message sign: A sign containing a message.
- Hours of operation sign: a sign stating hours or days of operation.

PROHIBITED SIGNS

- Neon or flashing signs.
- Pole and pylon signs.
- Sandblasted or wood-carved signs.

PERMITTED PERMANENT SIGNS:

A. IKEA

Outdoor Monument Signage (Site Signage):

- Number maximum= 16 (including 1 monument sign at site entrance – 5 feet tall by 14 feet long = 63 SF)
- Area maximum= 126 SF per sign for double sided signs; 63 SF per sign for single sided signs
- Height maximum= 9 feet 6 inches for Outdoor Cart Corral Sign; 6 feet tall for all other site signs

Wall Signage:

Number maximum
- Front facade: 3 signs total
- Other exterior walls: 1 sign per wall

Area maximum
- Front facade: 3 square foot per each linear foot of building wall
- Other exterior walls: 1 square foot for each linear foot of building wall
- Height maximum = top of façade or wall

Canopy Sign:

Number maximum
- Front facade: 2 signs total
- Other exterior walls: 1 sign per wall

Area maximum
- Front facade: 40 square feet per sign
- Other exterior walls: 30 square feet per sign
- Minimum clearance above ground: 8 feet
- Must be rigidly attached

Interior Building Signage:
(Signs located underneath or within the limits of the parking deck structure or within the main building).

- Number maximum= Unlimited
- Area maximum= Unlimited
- Height maximum= Unlimited

B. RETAIL OUTBUILDNGS

Wall Sign:

Number maximum
- 1 sign per building establishment (multitenant) with entrance on Main Street. Multi-tenant will be permitted to have one sign per building tenant facade, not to exceed allowed maximum sign area.

Area Maximum
- 1 sq. ft. per lineal feet of building tenant facade frontage

Height Maximum
- top of façade or wall

Outdoor Monument Signage (Site Signage):

Number maximum
- (4) 2 per outparcel

Area maximum
- 200 ft. or more of frontage 60 sq. ft., less than 200 ft. of frontage 36 sq. ft.*

Setback minimum	=	10 ft. from right-of-way
Height maximum	=	6 ft.
Spacing	=	150 ft. minimum

* Note: may include time and temperature sign. Provide landscaping as required by the City of Sunrise Land Development Code.

Directional Sign:

Number maximum
- 4

Area maximum
- 3 square feet

Height maximum
- 4 feet

Other restrictions
- No advertising copy: one (l) additional sign may be placed over a tenant main entrance and be included in allowable wall copy sign area, not to exceed the allowable copy area for a wall sign

Canopy Sign:

Number maximum
- 1 per establishment

Area maximum
- 3 sq. ft.

Other restrictions
- Minimum clearance above ground = 8 feet
- Must be rigidly attached
- Must meet all requirements of Section VII
- Must be compatible with the colors of the master development

Awning Sign (permitted in lieu of wall signs):

Lettering = 1 line, letters not to exceed 9 inches in height
Logo maximum of 6 sq. ft.

Directory sign:

Number maximum
- 1 per multi-tenant building over and above other signs

Area maximum
- 64 sq. ft.

Location
- On wall (or freestanding in courtyard)

C. WELLESLEY INN

The Wellesley Inn site sign will be governed by the provisions of the Sawgrass Unified Signage Plan. Wellesley Inn will provide a dedicated easement for the location of the monument sign in the Wellesley Inn property.

Outdoor Monument Signage (Site Signage):

Number maximum
- 1 per Wellesley Inn

Setback minimum
- 10 ft. from right-of-way

Height maximum
- 6 ft.

Area maximum:
- 200 ft. or more of frontage 60 sq. ft.,
- less than 200 ft. of frontage 36 sq. ft.

Spacing
- 150 ft. minimum

* Note: may include time and temperature sign. Provide landscaping as required by the City of Sunrise Land Development Code.

V. FABRICATION SPECIFICATIONS:

A. IKEA

BUILDING SIGNAGE

1) IKEA Letter Material:

a) **IKEA non-illuminated letters:** Letter material shall be a minimum of .125 aluminum faces, a minimum of .090 returns with a 3" minimum standoff and full welded fabrication
Home Furnishings Non-illuminated letters: Letter material shall be a minimum of .090 aluminum faces, a minimum of .063 returns and full welded fabrication, HF with minimum 3" standoff.
Illuminated letters 8' and larger: Letter material shall be a minimum of. 125 aluminum backs, a minimum of .090 returns with 3" minimum standoff and full welded fabrication
Illuminated letters 7' and smaller: Letter material shall be a minimum of .090 aluminum backs, a minimum of .090 returns with 3" minimum standoff and full welded fabrication.

b) **IKEA non-illuminated letters:** Faces will be painted IKEA yellow (polyurethane, semi- gloss finish) to match NCS 1070-Y10R face
Home furnishings non-illuminated letters: Faces will be painted white.
IKEA Illuminated letters: Faces are flexible substrate with vinyl (or printed faces) overlay to match NCS 1070- Y10R
Home Furnishings and **Exchanges & returns Illuminated letters:** faces are white polycarbonate
Entrance Illuminated letters: faces are IKEA red polycarbonate faces.

c) Exterior surfaces returns and backs are painted polyurethane, semi-gloss finish to match front face
d) Interior surfaces are painted with light enhancement paint (LEP)

2) IKEA Illumination:

a) IKEA letters shall be illuminated with 4500 Kelvin cool white, fluorescent lamps or equivalent GE LED lighting. Home Furnishings, Exchanges & returns letters shall be illuminated with 15mm white neon or GE LED equivalent. Entrance letters shall be illuminated with red GE LED lighting.
b) Electrical components shall be UL approved and tagged.
c) Transformers 30 milliamps, ballast magnetic, GE multi-tap power supplies for LED

OUTDOOR MONUMENT SIGNS

1. IKEA Letter Material

a) Pressure sensitive vinyl cutout letters adhered to sign panels

2. IKEA Illumination (**Sign #1 and #2 only**):

a) Anodized aluminum lighting shade fastened to panel frame at top of sign panel with a galvanized steel bracket.
b) 277v 60 hz electrical supply with a 30w white florescent lamp or equivalent LED light source
c) Light directed downward to illuminate the face of the sign panel.

3. Sign Structure:

   a) **Sign #1 (1.0), old #2 (1.0):** 4.5" x 0.15” galvanized steel post with 1-1/2” thick galvanized steel panel frame anchored to post with 3/8” x 7-1/2” galvanized steel attaching bolts.
   b) **Sign #3:** 3” x 3” x 3/16” mill finish aluminum sq. tube, ½” x 8 ½” SS wedge anchors and ½” thick aluminum base plates. Faces are .090 aluminum attached to frame with countersunk stainless steel rivets.
   c) **Sign #4:** 3” x 3” x 3/16” mill finish aluminum sq. tube, ½” x 30” long A307 “J” bolts and ½” thick aluminum base plate. Faces are .090 aluminum attached to frame with countersunk stainless steel rivets.
   d) **Outdoor Cart corral signage- Sign #7:** 2-1/2” x 0.15” galvanized steel posts with 1 x 1/8” square aluminum tubing panel frame attached to posts with 3/8” x 7-1/2” galvanized steel attaching bolts. Steel posts are surface mounted to concrete and / or asphalt pavement with a mounting plate.

4. Foundation:
   a) Galvanized steel posts or anchor bolts are buried a minimum of three feet deep in ground with a 24” wide concrete footing or 8 ½” deep in existing walkway/sidewalk. See engineer plans for specifics.

5. Sign Panel:
   a) **Sign #1 & sign #2:** aluminum sign panel sheets are both IKEA blue and IKEA yellow and/or white with black copy
   b) **Sign #3 and #4:** aluminum sign panel sheets in white with black copy (blue parking icon)
   c) **Sign #1:** Double-sided two panel sign with an overall dimension not to exceed 10’-6”L x 1-1/2”W x 6’-0”H
   d) **Sign #2**: Double-sided one panel sign with an overall dimension not to exceed 6’-7”L x 1 -1/2”W x 6’-0”H
   e) **Sign #3:** Single-sided panel sign with an overall dimension not to exceed 6’-7”L x 1-I/2”W x 6’-0"H
   f) **Sign #4a/b:** Double-sided panel sign with an overall dimension not to exceed 6’-7”L x 1-1/2”W x 6’-0”H
   g) **Sign #7:** Single-sided two panel sign with an overall dimension not to exceed 6’2”L x 1-1/2"W x 9’-6"H.

INDOOR MONUMENT SIGNS

(These signs are classified as indoor building signage because of their location either underneath or within the limits of the parking deck structure).

1. IKEA Letter Material:
    a) Pressure sensitive vinyl cutout letters adhered to sign panels.

2. IKEA Illumination **(Sign #8)**:
    a) Anodized aluminum lighting shade fastened to panel frame at top of sign panel with a galvanized steel bracket.
    b) 277v 60 hz electrical supply with a 30w white florescent lamp or equivalent LED light source
    c) Light directed downward to illuminate the face of the sign panel.

3. Sign Structure:
    a) **Sign #8 and #9:** 4.0” x 0.15” galvanized steel post with 1-1/2” thick galvanized steel panel frame anchored to post with 3/8” x 7-1/2” galvanized steel attaching bolts.
    h) **Indoor Cart corral signage- Sign #6:** 2-1/2” x 0.15” galvanized steel posts with 1 x 1/8” aluminum square tubing panel frame attached to posts with 3/8” x 7-1/2” galvanized steel attaching bolts. Steel posts are surface mounted to concrete and / or asphalt pavement with a mounting plate.

4. Foundation **(Sign #8 and #9 only)**:
    a) Galvanized steel posts are buried four feet deep in ground with a 24” wide concrete footing.

5. Sign Panel:
    a) Aluminum sign panel sheets are IKEA blue and/or white with black copy
    b) **Sign #6:** Double-sided two panel sign with an overall dimension not to exceed 6’-2”L x 1-1/2"W x 9’-6"H
    c) **Sign #8:** Double-sided two panel sign with an overall dimension not to exceed 7’-10-l/2”L x 1-1/2”W x 10’- 2”H
    d) **Sign #9:** Double-sided two panel sign with an overall dimension not to exceed 5’-8”L x 1-I/2”W x 10'-2"H

OUTDOOR HANGING SIGNS

(These signs are suspended underneath the parking deck structure or underneath the front canopy of the main building)

1. IKEA Letter Material:
    a) Pressure sensitive vinyl cutout letters adhered to sign panels.

2. IKEA Illumination **(Sign #5):**
    a) Hanging Signs are non-illuminated.

3. Sign Structure:
    a) Not Applicable.

4. Foundation:
    a) Not Applicable.

5. Sign Panel:
    a) Aluminum sign panel sheets in IKEA grey
    b) **#5** Double-sided panel sign with an overall dimension not to exceed 6‘-8"L x 4”W x 1-8”H

POLE MARKERS

(These signs are installed on the parking lot light poles on the upper level of the parking deck structure)

1. IKEA Letter Material:

a) Pressure sensitive vinyl cutout letters adhered to sign panels.

2. IKEA Illumination:
   a) These signs are non-illuminated.

3. Sign Structure:
   a) Not Applicable.

4. Foundation:
   a) Not Applicable.

5. Sign Panel:
   a) **Sign #11**, Aluminum sign panel sheets in yellow, green, red, and orange.
   b) One-sided three or four panel sign with an overall dimension not to exceed 3‘-3" L x 6-6" H.

B. RETAIL OUTPARCELS

MULTITENANT RETAIL CENTER

1) Letter Material:

a) Letter material shall be a minimum of .080 aluminum faces and a minimum .063 returns with a 3" standoff. Letters shall be full welded fabrication.
b) The faces shall be aluminum painted “Black” with Matthew’s acrylic polyurethane or the faces shall be day night plastic with the colors being “Maroon” in the day time and “White” at night. Exterior letter side surfaces (returns) shall have matte finish to match face.
c) The letter's interior sidewalls and backs shall be painted white.
    i. Prepare all surfaces to receive paint by chemically cleaning.
    ii. Prime all surfaces to receive paint with one coat of Matthew's primer.
    iii. Use only Matthew’s enamel paint with sprayed application in semi-gloss finish with minimum of two (2) coats. No alternative or substitutions allowed.

2) Illumination

a) Letters shall be backlit using concealed 13mm neon tubing.
b) Electrical components shall be UL approved, inspected, and appropriately tagged prior to installation.

3) Transformers:

a) Transformers shall be 30 milliamps.
b) Transformers and sheet metal enclosures shall be UL rated and installed behind the fascia or in the soffit to be hidden from view.

OUTDOOR MONUMENT SIGNAGE (Site Signage):

- Letter sizes — Tall upper case 11” high; Small upper case 8” high; Tall lower case 8” high; Small lower case 5” high
- Letter material — 1/4" aluminum plate letters
- Lighting — Ground mounted flood lights.

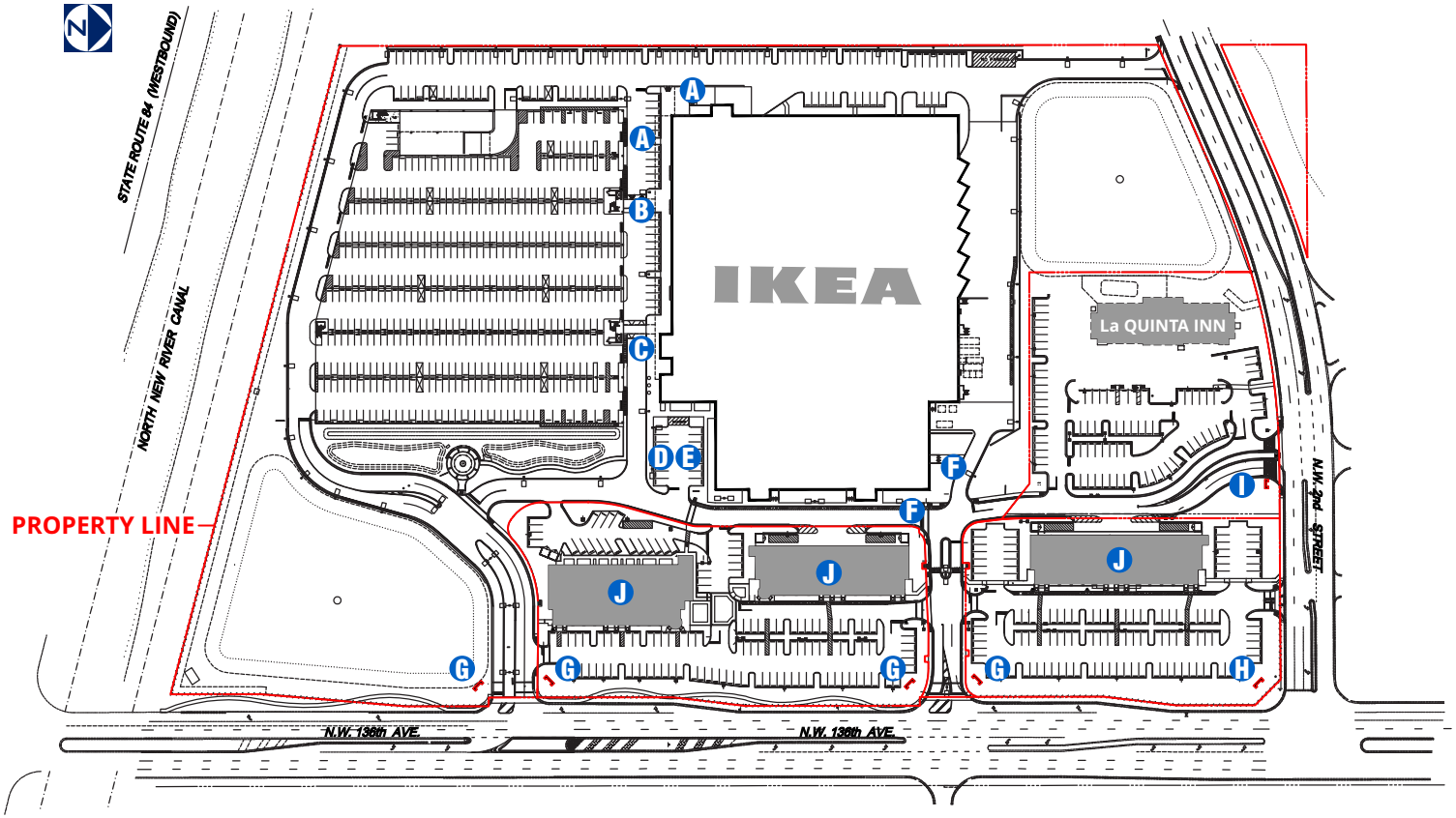
C.WELLESLEY INN

The Wellesley Inn site sign will be governed by the provisions of the Sawgrass Unified Signage Plan. Wellesley Inn will provide a dedicated easement for the location of the monument sign on the Wellesley Inn property.

Outdoor Monument Signage (Site Signage):

- Letter sizes
  - Tall upper case 11” high
  - Small upper case 8” high
  - Tall lower case 8” high
  - Small lower case 5” high
- Letter material: 1/4" aluminum plate letters
- Lighting: Ground mounted flood lights.

NOTE: ALL EXISTING SIGNS REMAIN UNCHANGED & ARE IN ACCORDANCE WITH USP GUIDELINES.



A IKEA

6'- 0" INTERNALLY ILLUMINATED LETTERS (2 SETS)

B Exchanges & returns

- CANOPY SIGN
- MIN. 6" ABOVE DOOR FRAME

1'- 6" INTERNALLY ILLUMINATED CHANNEL LETTERS

C Entrance

- CANOPY SIGN
- MIN. 6" ABOVE DOOR FRAME

2'- 0" INTERNALLY ILLUMINATED CHANNEL LETTERS

D IKEA

10'- 0" EXTERNALLY ILLUMINATED LETTERS

E Home furnishings

4'- 11 9/16" EXTERNALLY ILLUMINATED LETTERS

F IKEA

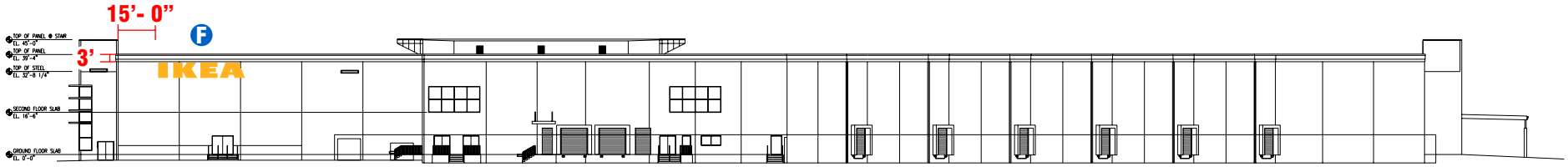
6'- 0" EXTERNALLY ILLUMINATED LETTERS (2 SETS)

G Monument Sign Type "G"
See Monument Sign Graphic 6

H Monument Sign Type "H"
See Monument Sign Graphic 7

I Monument Sign Type "I"
See Monument Sign Graphic 8

J Building Wall Sign Type "J"
See Wall Sign Graphic 9 / 10 / 11

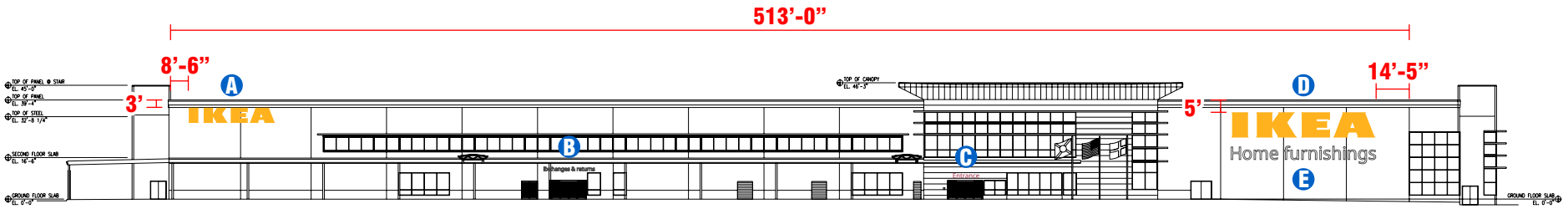


REAR ELEVATION - NORTH



F **6’- 0” NON-ILLUMINATED CHANNEL LETTERS (1 of 2)** **206.5 SQ. FT.**

FACES- .125 ALUMINUM TO MATCH NCS 10 70- Y10R (YELLOW).
RETURNS- .090 ALUMINUM 6” DEEP PAINTED TO MATCH NCS 1070- Y10R (YELLOW).
BACK BRACING- .090 ALUMINUM PAINTED TO MATCH NCS 1070- Y10R (YELLOW)



513 x 3 = 1539 Square Feet

FRONT ELEVATION - SOUTH

34'- 5"

6'- 0"

IKEA

A **6'- 0" LED ILLUMINATED CHANNEL LETTERS (1 of 2)** — **206.5 SQ. FT.**

FACES- P3 FLEX FACES WITH APPLIED 3M 3630-125 YELLOW VINYL
RETURNS- .090 ALUMINUM 8" DEEP PAINTED TO MATCH NCS 1070- Y10R (YELLOW).
BACK BRACING- .090 ALUMINUM PAINTED TO MATCH NCS 1070- Y10R (YELLOW)
ILLUMINATION- G.E. LEDs AND POWER SUPPLIES- 277 VOLT

20'- 1"

1'- 6" Exchanges & returns

- CANOPY SIGN
- MIN. 6" ABOVE DOOR FRAME

B **LED ILLUMINATED CHANNEL LETTERS** — **30.1 SQ. FT.**

FACES- .125 WHITE CYRO.
1" WHITE JEWELITE
RETURNS- .040 ALUMINUM 5" DEEP PAINTED WHITE.
BACKS- .063 ALUMINUM
NOTE- LED ILLUMINATION-277 VOLT
FONT = NOTO IKEA Latin

11'- 2"

2'- 0" Entrance

- CANOPY SIGN
- MIN. 6" ABOVE DOOR FRAME

C **LED ILLUMINATED CHANNEL LETTERS** — **22.3 SQ. FT.**

FACES- .125 CYRO. COLOR 2283 RED.
RETURNS- .040 ALUMINUM 5" DEEP PAINTED TO MATCH IKEA RED.
BACKS- .063 ALUMINUM PAINTED TO MATCH IKEA RED.
NOTE- LED ILLUMINATION-277 VOLT
FONT = NOTO IKEA Latin

57'- 4 3/8"

10'- 0"

IKEA

D **10'- 0" EXTERNALLY ILLUMINATED CHANNEL LETTERS** — **573.6 SQ. FT.**

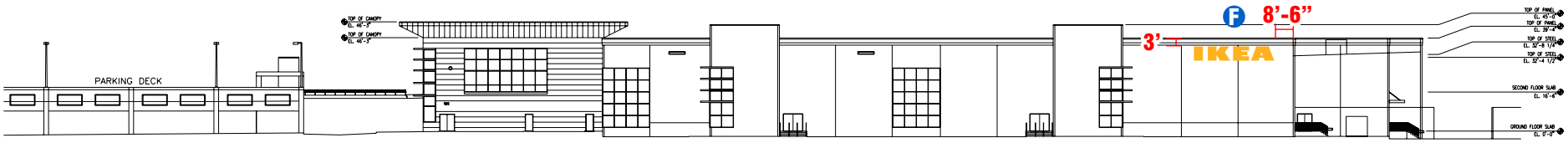
FACES- .125 ALUMINUM TO MATCH NCS 10 70- Y10R (YELLOW).
RETURNS- .090 ALUMINUM 6" DEEP PAINTED TO MATCH NCS 1070- Y10R (YELLOW).
BACK BRACING- .090 ALUMINUM PAINTED TO MATCH NCS 1070- Y10R (YELLOW)

57'- 4 3/8"

4'- 11 9/16" Home furnishings

E **4'- 11 9/16" EXTERNALLY ILLUMINATED CHANNEL LETTERS** — **284.7 SQ. FT.**

FACES- .125 ALUMINUM PAINTED WHITE.
RETURNS- .090 ALUMINUM 5" DEEP PAINTED WHITE.
BACKS- .090 ALUMINUM PAINTED WHITE.
FONT = NOTO IKEA Latin

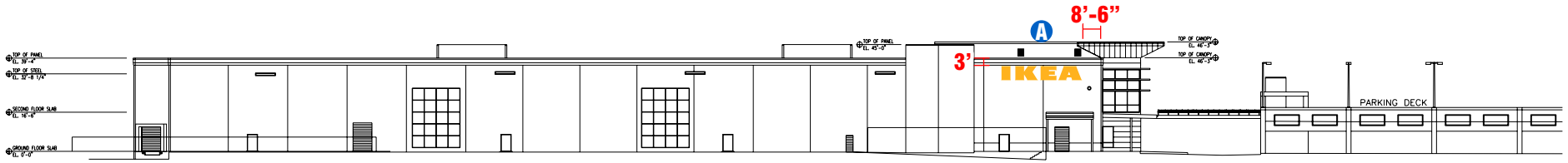


RIGHT ELEVATION - EAST



F **6'- 0" NON-ILLUMINATED CHANNEL LETTERS (2 of 2)** **206.5 SQ. FT.**

FACES- .125 ALUMINUM TO MATCH NCS 10 70- Y10R (YELLOW).
RETURNS- .090 ALUMINUM 6" DEEP PAINTED TO MATCH NCS 1070- Y10R (YELLOW).
BACK BRACING- .090 ALUMINUM PAINTED TO MATCH NCS 1070- Y10R (YELLOW)

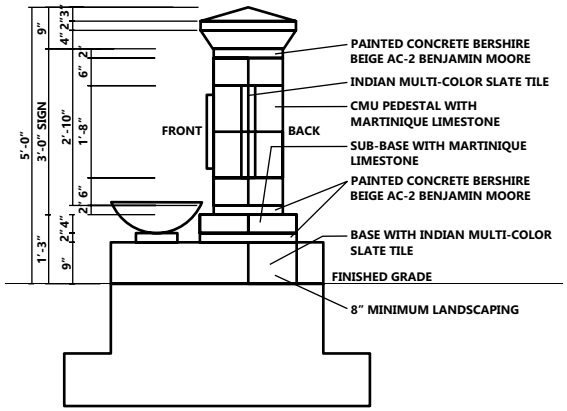


LEFT ELEVATION - WEST

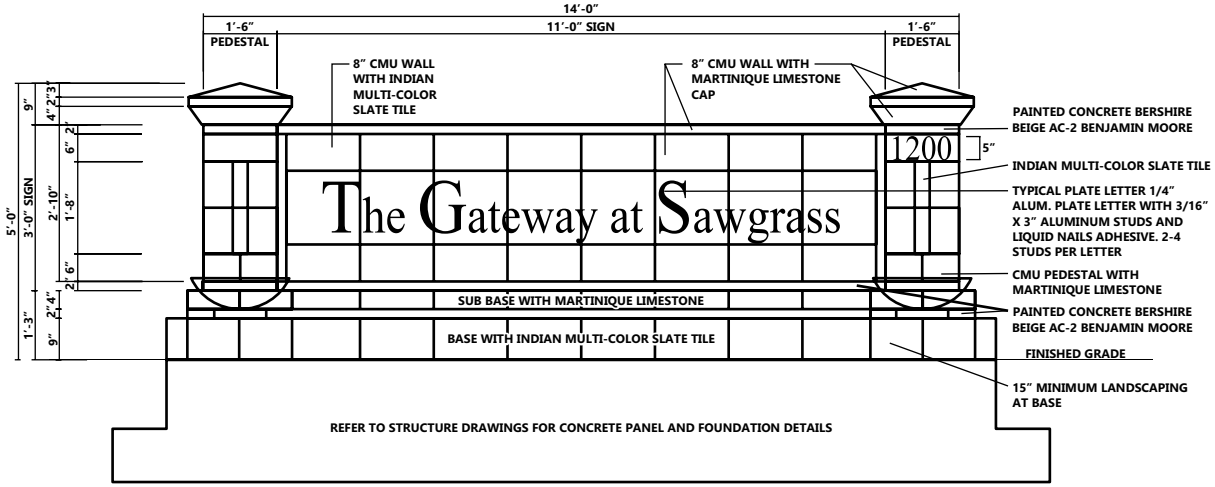


A 6’- 0” LED ILLUMINATED CHANNEL LETTERS (2 of 2) **206.5 SQ. FT.**

FACES- P3 FLEX FACES WITH APPLIED 3M 3630-125 YELLOW VINYL
RETURNS- .090 ALUMINUM 8” DEEP PAINTED TO MATCH NCS 1070- Y10R (YELLOW).
BACK BRACING- .090 ALUMINUM PAINTED TO MATCH NCS 1070- Y10R (YELLOW)
ILLUMINATION- G.E. LEDs AND POWER SUPPLIES- 277 VOLT



MONUMENT SIGN TYPE G



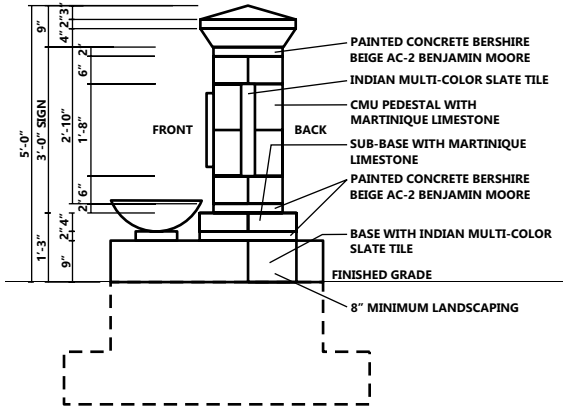
MONUMENT SIGN TYPE G

MAIN ENTRANCE AND CORNER SIGN 14'-0" X 5'-0"

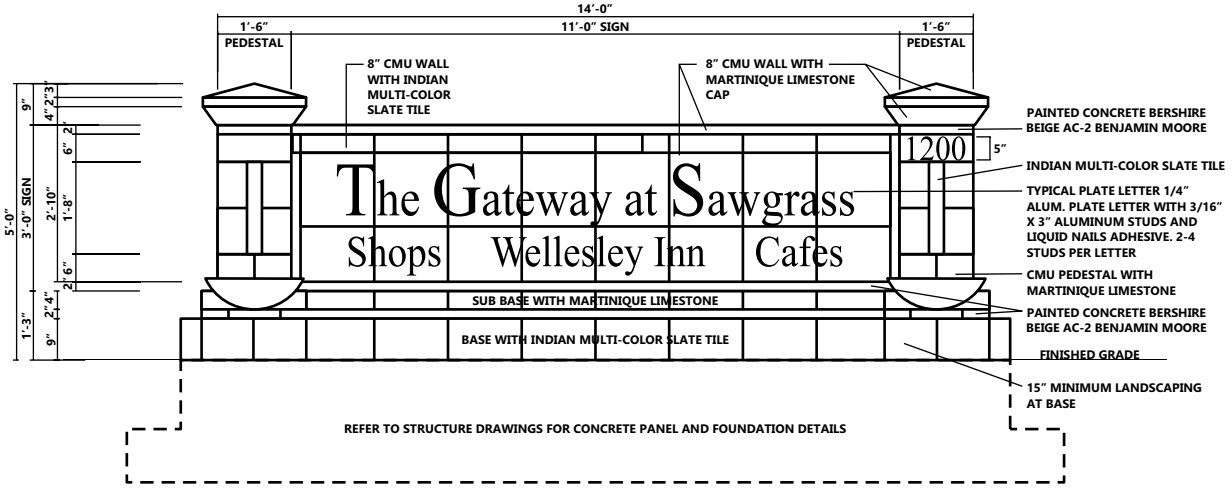
11" TALL UPPER CASE	1/4" ALUMINUM PLATE LETTERS
8" SMALL UPPER CASE	1/4" ALUMINUM PLATE LETTERS
WITH SIGN FLOOD LIGHTS	



NOTE: ALL GROUND SIGNS WILL ADHERE TO LANDSCAPING REQUIREMENTS PER THE CITY OF SUNRISE'S LAND DEVELOPMENT CODE.



MONUMENT SIGN TYPE H

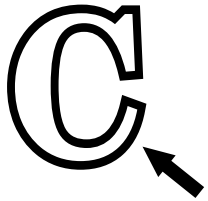


MONUMENT SIGN TYPE H

MAIN ENTRANCE AND CORNER SIGN 14'-0" X 5'-0"

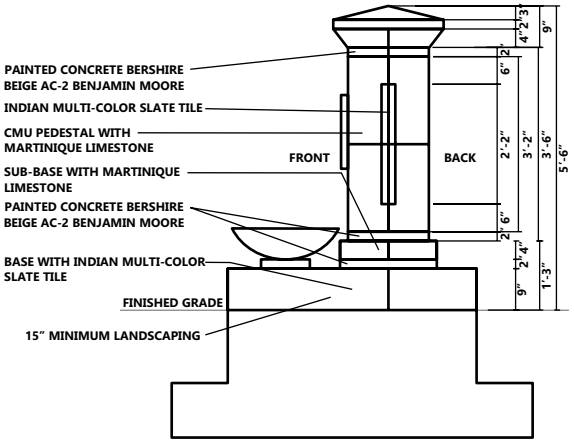
11" TALL UPPER CASE	1/4" ALUMINUM PLATE LETTERS
8" SMALL UPPER CASE	1/4" ALUMINUM PLATE LETTERS
8" TALL UPPER CASE	1/4" ALUMINUM PLATE LETTERS
5" SMALL UPPER CASE	1/4" ALUMINUM PLATE LETTERS
WITH SIGN FLOOD LIGHTS	



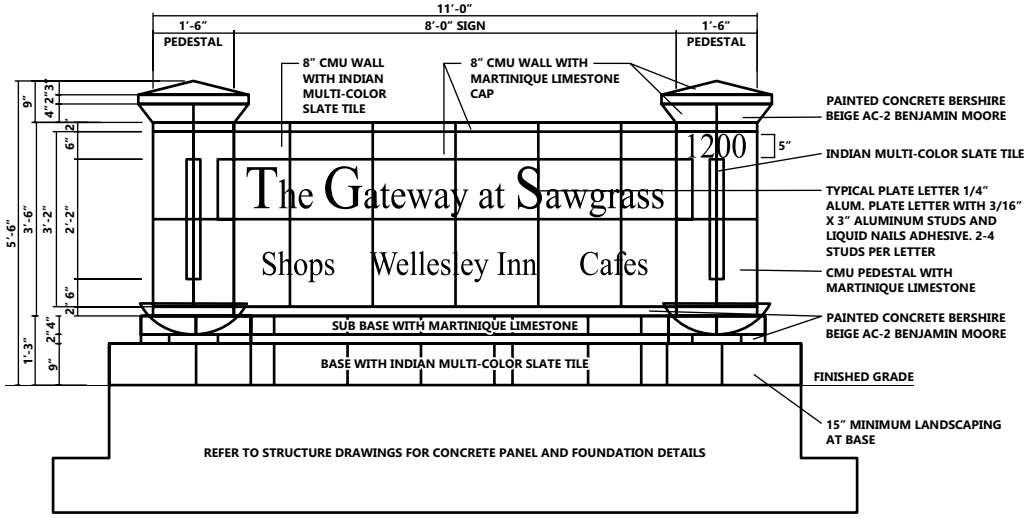


PROVIDE 1/8" ALUMINUM (SLATE COLOR) BACK PLATE WITH 1/2' BORDER FOLLOWING THE OUTER PERIMETER OF THE ALUMINUM PLATE LETTERS.

NOTE: ALL GROUND SIGNS WILL ADHERE TO LANDSCAPING REQUIREMENTS PER THE CITY OF SUNRISE'S LAND DEVELOPMENT CODE.



MONUMENT SIGN TYPE G

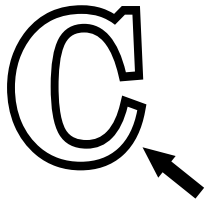


MONUMENT SIGN TYPE G

MAIN ENTRANCE AND CORNER SIGN 11'-0" X 5'-6 "

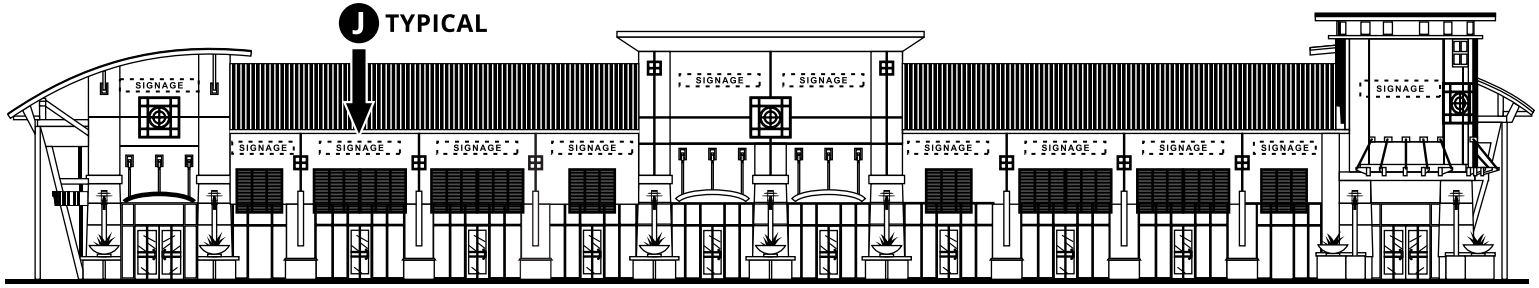
6" TALL UPPER CASE 1/4" ALUMINUM PLATE LETTERS
5" SMALL UPPER CASE 1/4" ALUMINUM PLATE LETTERS
WITH SIGN FLOOD LIGHTS



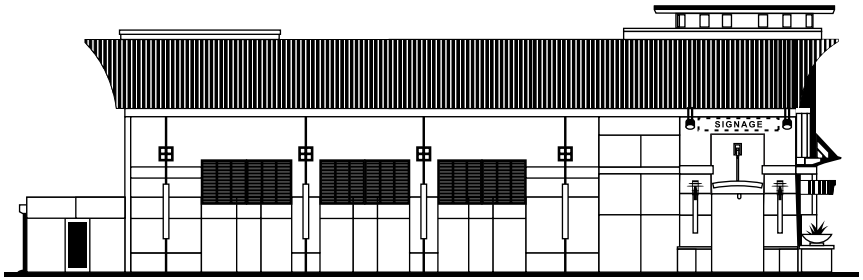


PROVIDE 1/8" ALUMINUM (SLATE COLOR) BACK PLATE WITH 1/2' BORDER FOLLOWING THE OUTER PERIMETER OF THE ALUMINUM PLATE LETTERS.

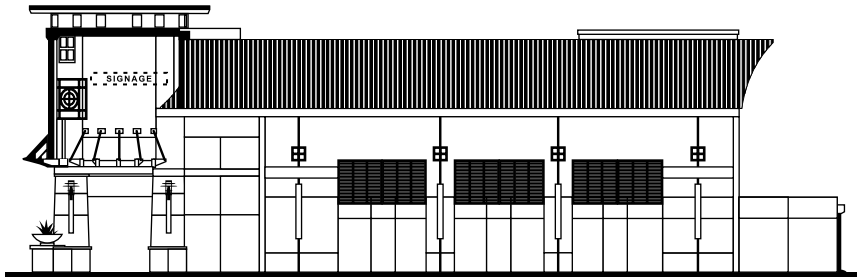
NOTE: ALL GROUND SIGNS WILL ADHERE TO LANDSCAPING REQUIREMENTS PER THE CITY OF SUNRISE'S LAND DEVELOPMENT CODE.



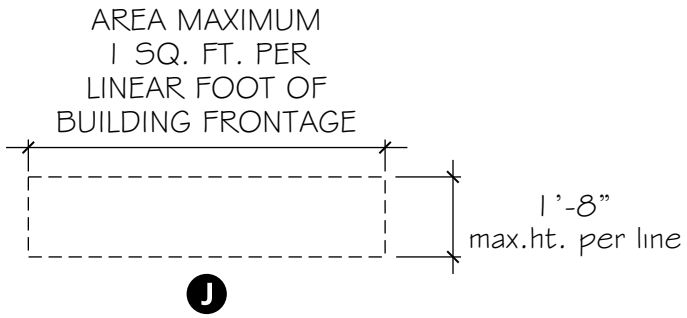
EXTERIOR ELEVATION - EAST SIDE



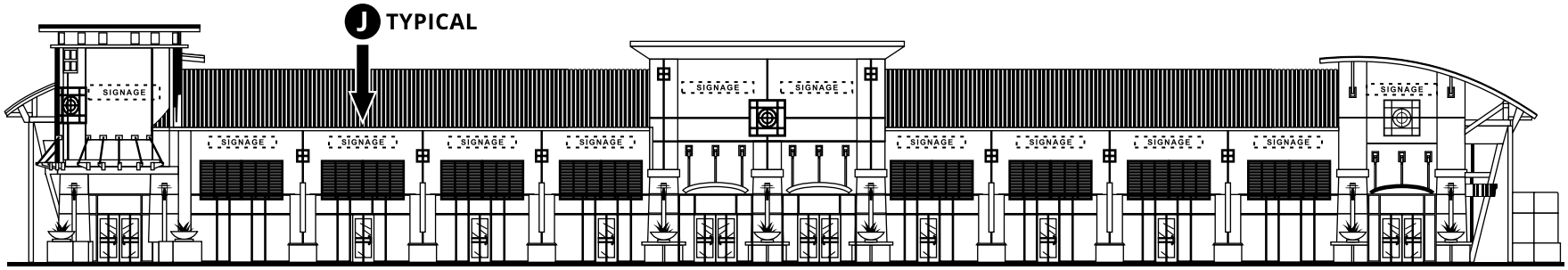
EXTERIOR ELEVATION - SOUTH SIDE



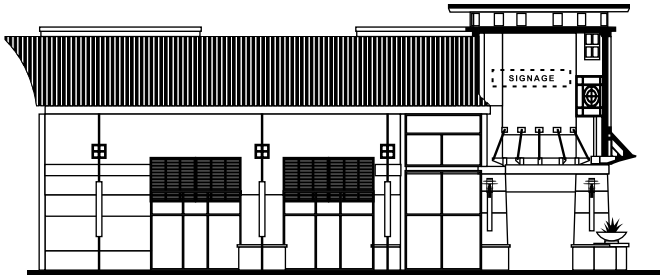
EXTERIOR ELEVATION - NORTH SIDE



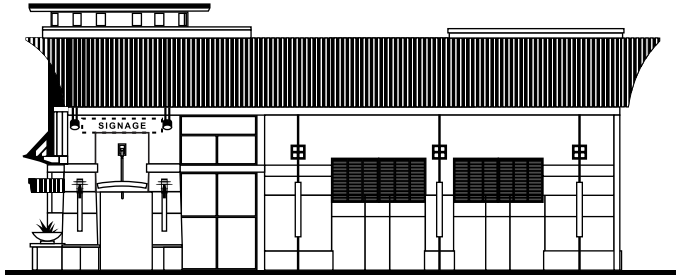
FOR MULTI-TENANT SIGNAGE LETTER MATERIAL SPECIFICATIONS - SEE SECTION B
RETAIL OUTPARCELS



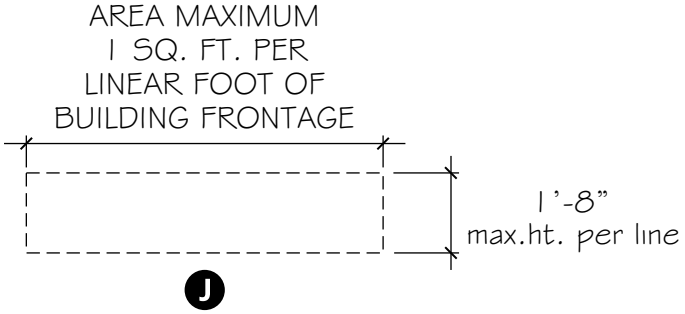
EXTERIOR ELEVATION - EAST SIDE



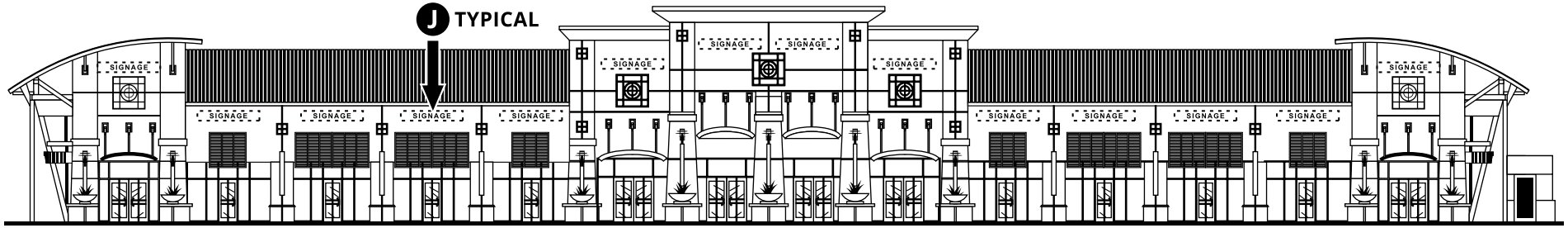
EXTERIOR ELEVATION - SOUTH SIDE



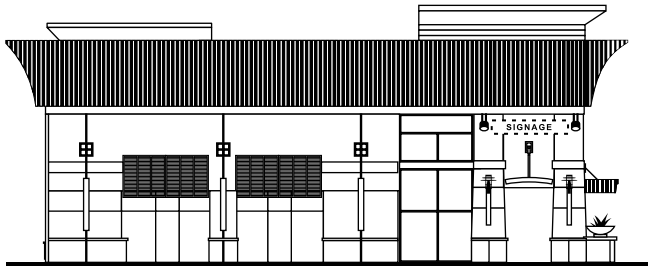
EXTERIOR ELEVATION - NORTH SIDE



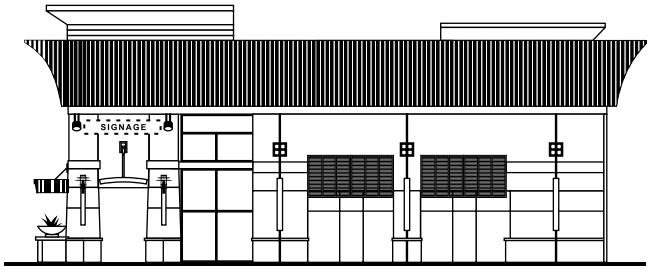
FOR MULTI-TENANT SIGNAGE LETTER MATERIAL SPECIFICATIONS - SEE SECTION B
RETAIL OUTPARCELS



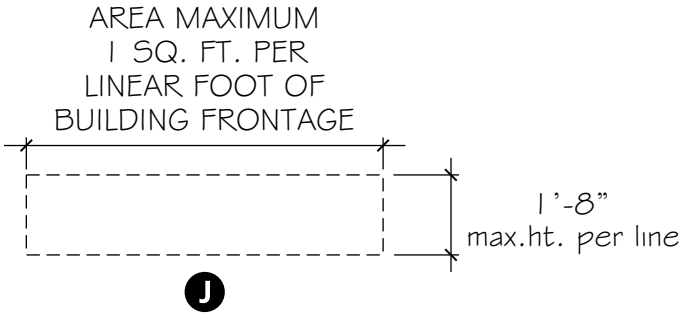
EXTERIOR ELEVATION - EAST SIDE



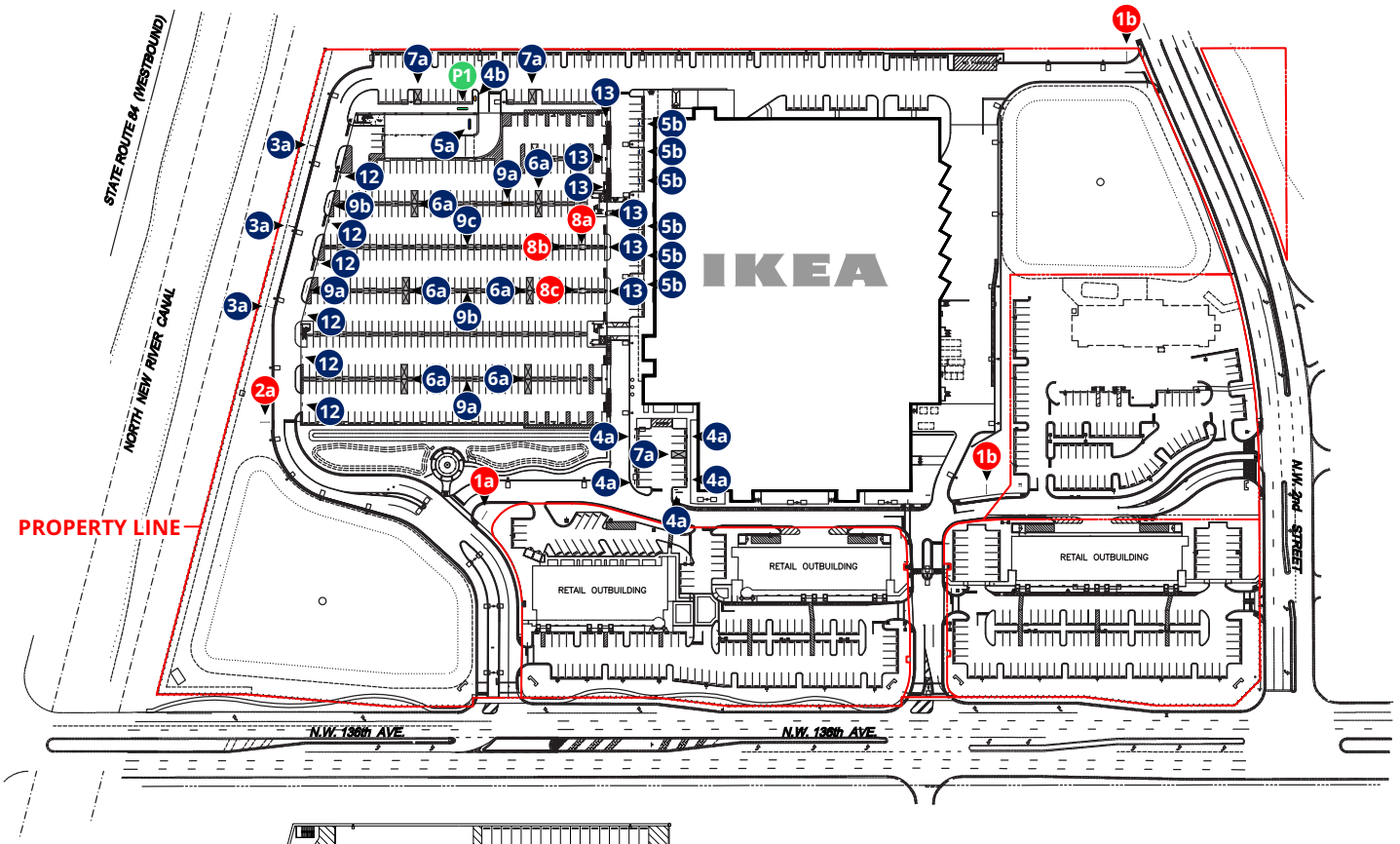
EXTERIOR ELEVATION - SOUTH SIDE

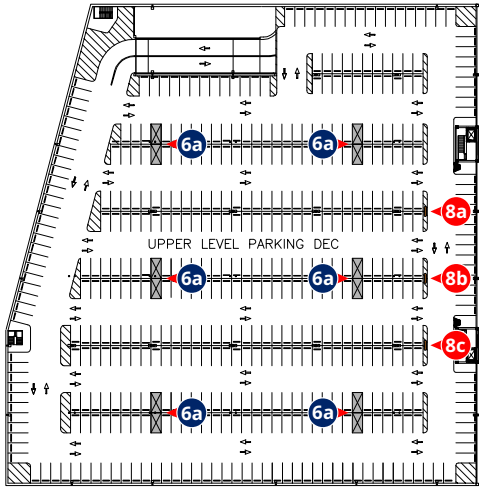


EXTERIOR ELEVATION - NORTH SIDE



FOR MULTI-TENANT SIGNAGE LETTER MATERIAL SPECIFICATIONS - SEE SECTION B RETAIL OUTPARCELS





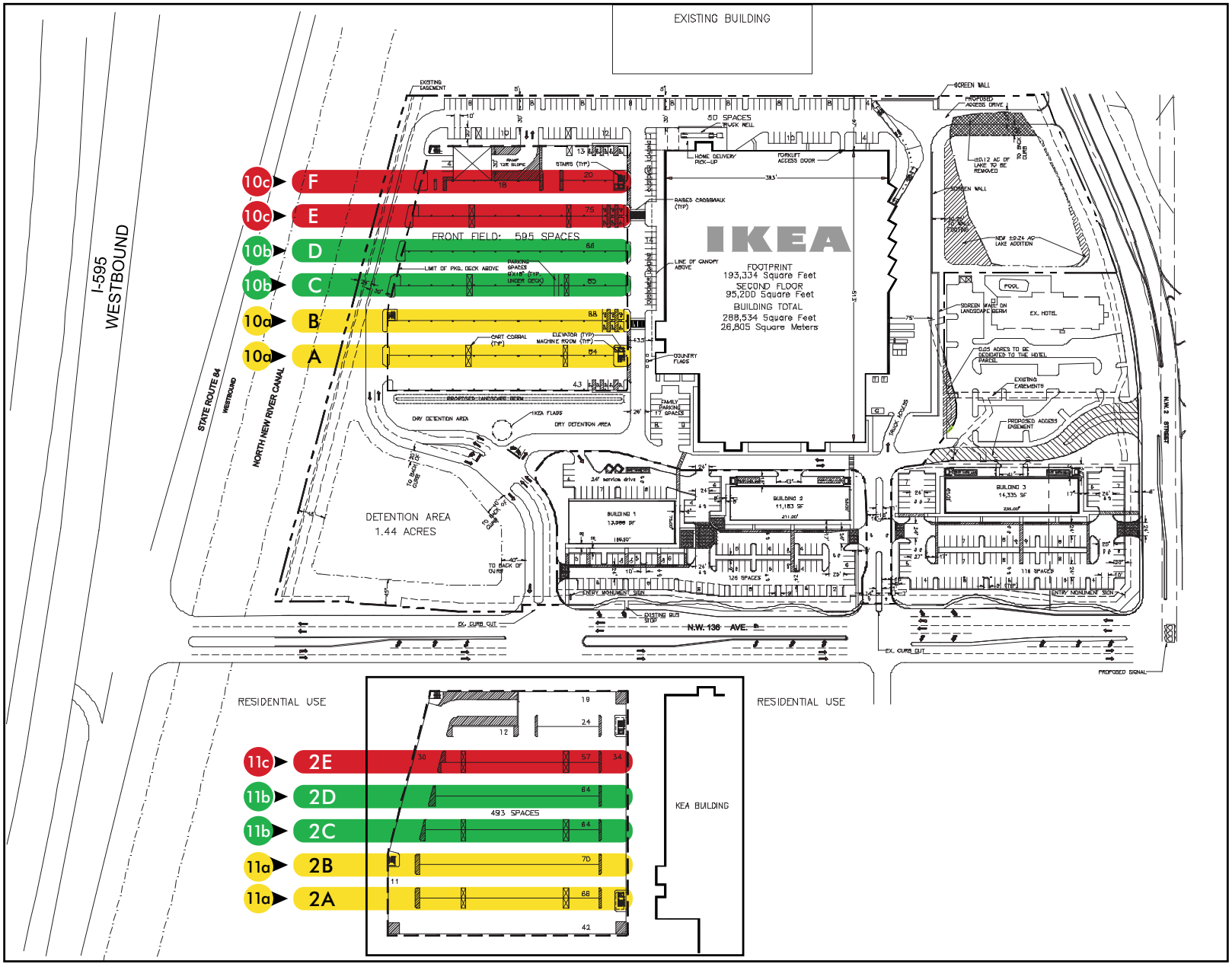
● = power needed for lighting
● = no lighting

ID. ASSOCIATES
BRINGING THE WORLD'S BRANDS TO LIFE

MISCELLANEOUS SIGNAGE
MAP LOCATION
GRAPHIC 12

STILES DEVELOPMENT CO.

ArchiTecTure 6400 inc.



= no lighting

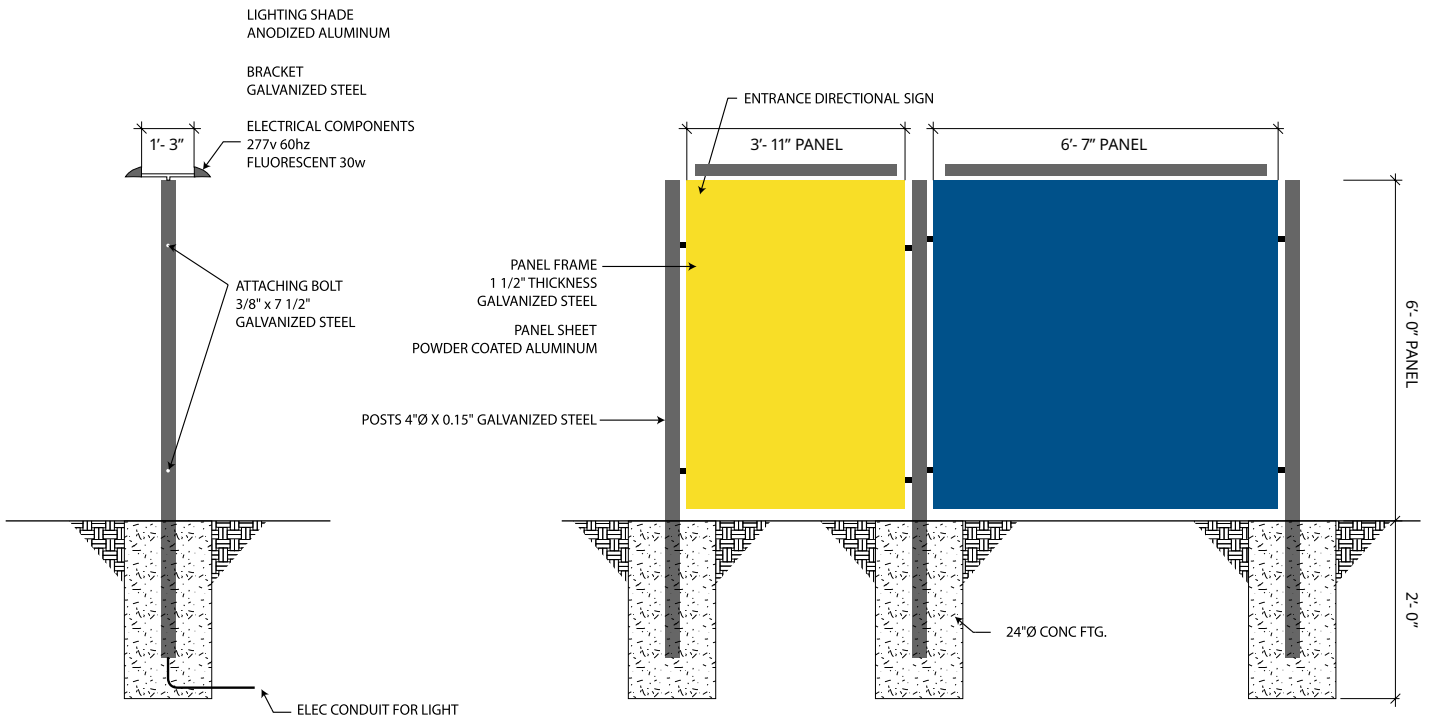
= power needed for lighting

ID. ASSOCIATES
BRINGING THE WORLD'S BRANDS TO LIFE

MISCELLANEOUS SIGNAGE
MAP LOCATION
GRAPHIC 13

STILES DEVELOPMENT CO.

Architecture 6400 inc.



63 sq ft

SIGN BOARD OUTDOOR WITH LIGHT

DETAIL

1

front



back



SIGN BOARD OUTDOOR WITH LIGHT

COMMUNICATION LAYOUT

1a

front



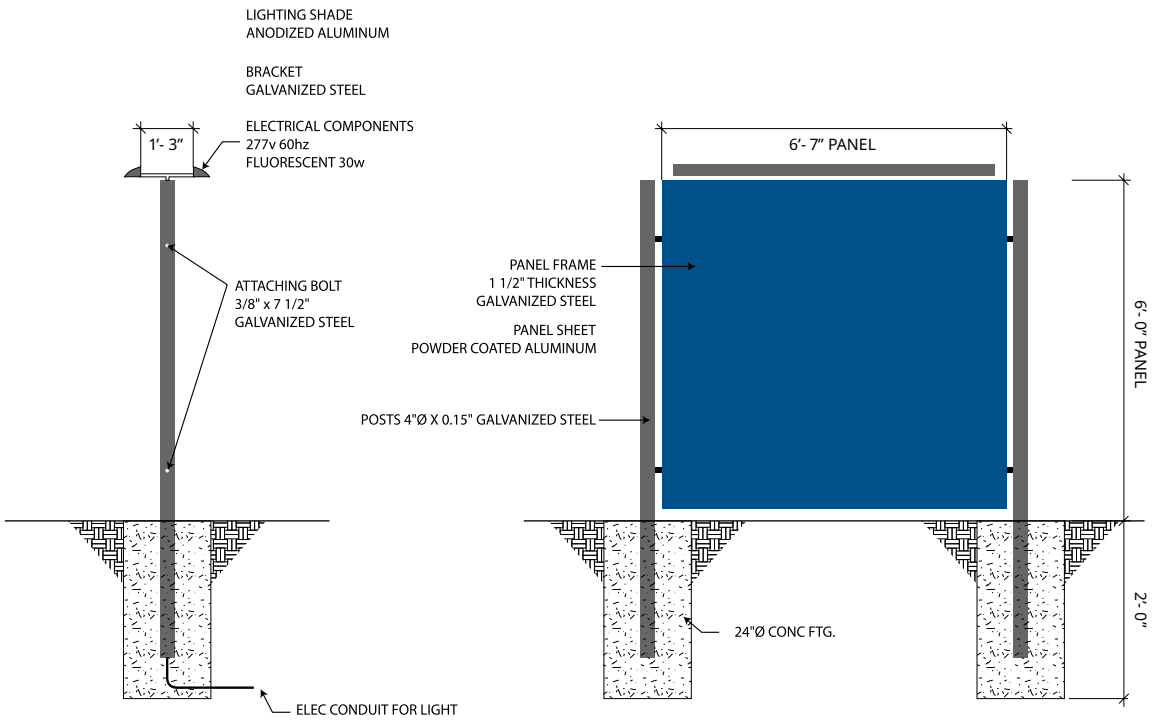
back



SIGN BOARD OUTDOOR WITH LIGHT

COMMUNICATION LAYOUT

1b

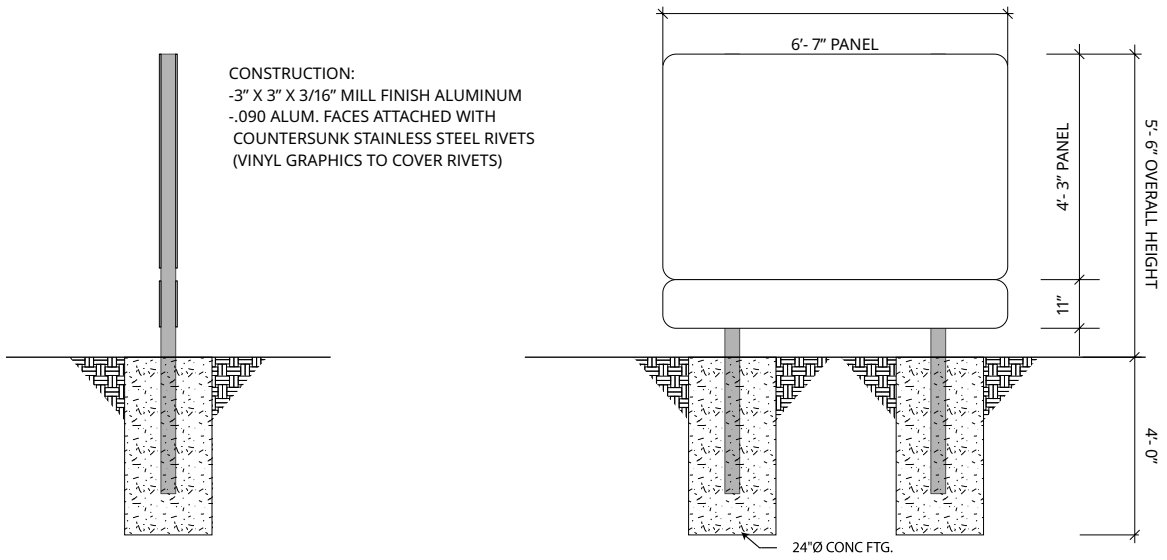


39.5 sq ft

SIGN BOARD OUTDOOR WITH LIGHT

DETAIL

2



34.01 sq ft

NON-ILLUMINATED

SIGN BOARD OUTDOOR

DETAIL

3

front



back



SIGN BOARD OUTDOOR WITH LIGHT

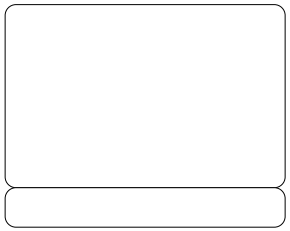
COMMUNICATION LAYOUT

2a

front



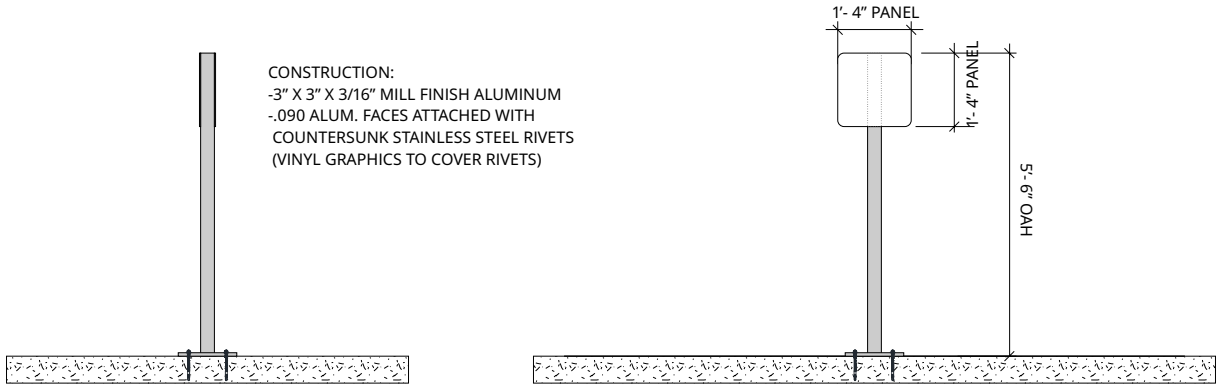
back



SIGN BOARD OUTDOOR

COMMUNICATION LAYOUT

3a



UTILIZE EXISTING CONCRETE SIDEWALK

1.78 sq ft

NON-ILLUMINATED

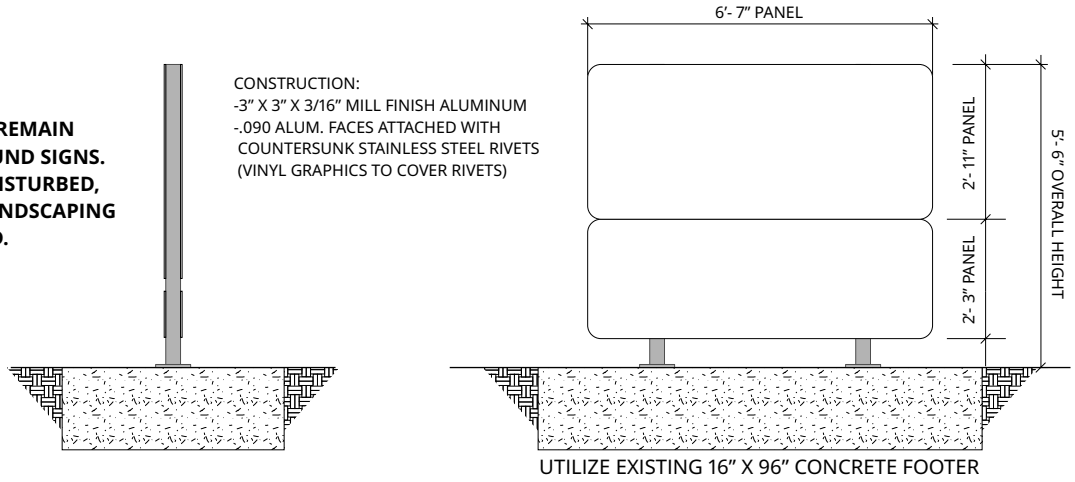
SIGN BOARD OUTDOOR

DETAIL

4a

NOTE:
LANDSCAPING TO REMAIN INTACT FOR ALL GROUND SIGNS. IF LANDSCAPING IS DISTURBED, NEW REPLACEMENT LANDSCAPING IS REQUIRED.

CONSTRUCTION:
-3" X 3" X 3/16" MILL FINISH ALUMINUM
-.090 ALUM. FACES ATTACHED WITH COUNTERSUNK STAINLESS STEEL RIVETS (VINYL GRAPHICS TO COVER RIVETS)



34.01 sq ft

NON-ILLUMINATED

SIGN BOARD OUTDOOR

DETAIL

4b

front



back



SIGN BOARD OUTDOOR

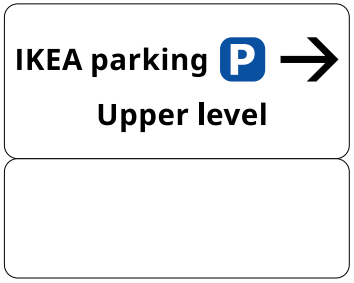
COMMUNICATION LAYOUT

4a

front



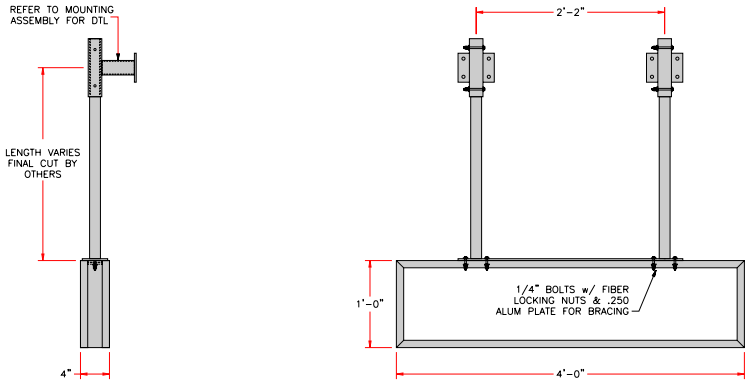
back



SIGN BOARD OUTDOOR

COMMUNICATION LAYOUT

4b



NOTES:
MOUNT CABINET TO MOUNTING ASSEMBLY w/ 1/4" BOLTS & NUTS/WASHERS IN THE FIELD
MOUNT TO WALL WITH 2" CONCRETE LAG BOLT OR EQUIVALENT THREADED ROD
MOUNT CABINET TO BRACING PLATE w/ 1/4" BOLTS & NUTS/WASHERS

COLOR NOTES: (INTERIORS TO BE PAINTED LEP)
FACE – PLASKOLITE #2406 WHITE KSH ACRYLIC LIGHT DIFFUSING PLEX WITH DIGITAL PRINTED GRAPHICS AND MATT OVERLAMINATE
EXTERIOR CABINET/MOUNTS – PAINT TO MATCH NCS S 3000 N GREY

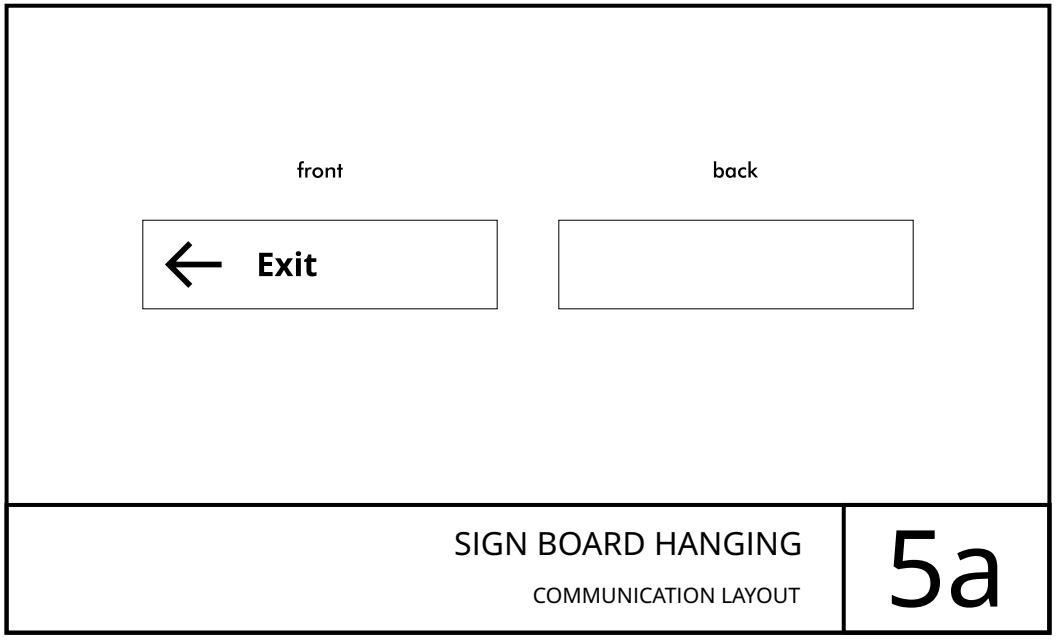
4 sq ft

NON-ILLUMINATED

SIGN BOARD HANGING

DETAIL

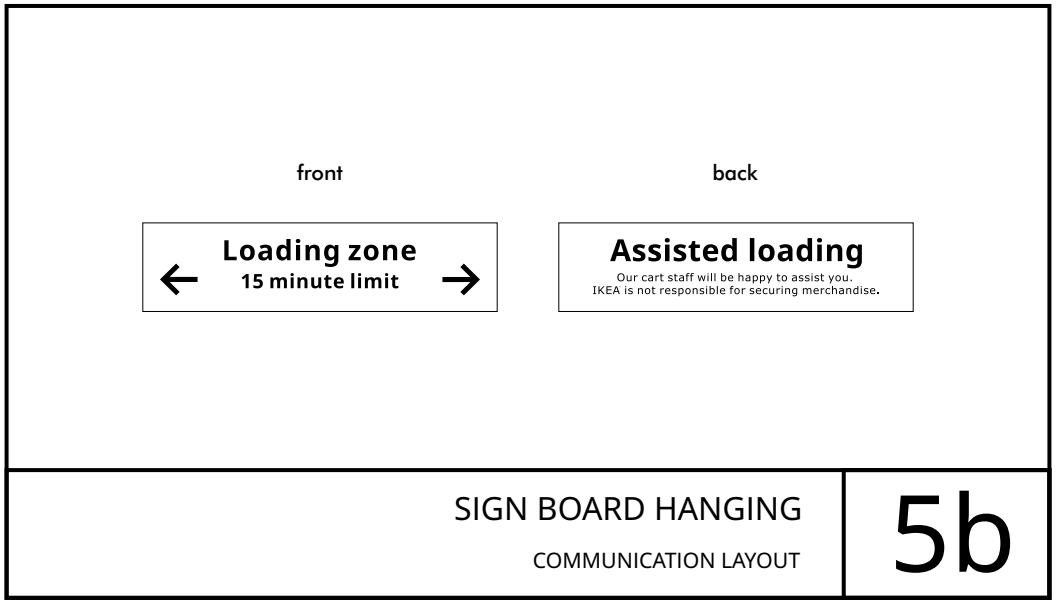
5



SIGN BOARD HANGING

COMMUNICATION LAYOUT

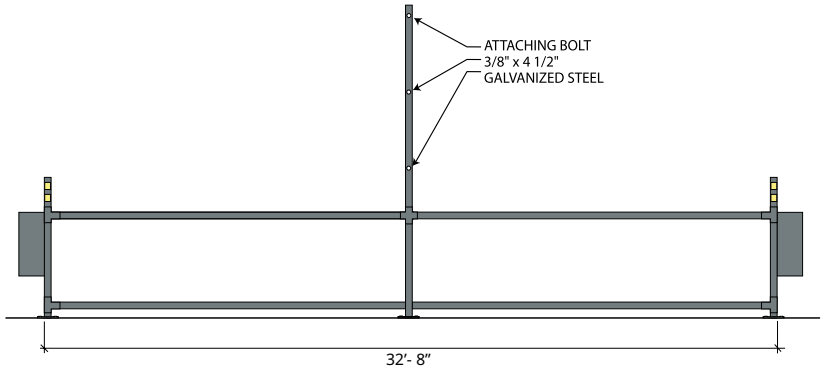
5a

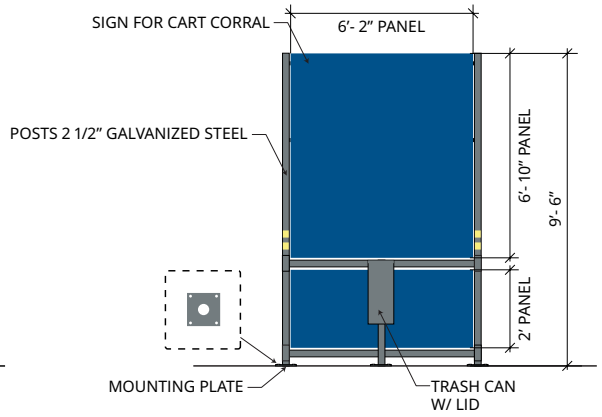


SIGN BOARD HANGING

COMMUNICATION LAYOUT

5b





54.45 sq ft

NON-ILLUMINATED

CART CORRAL AND SIGN BOARD

DETAIL

6

front

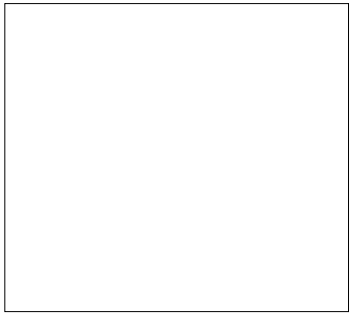




back

6'-2" PANEL

6'-10" PANEL



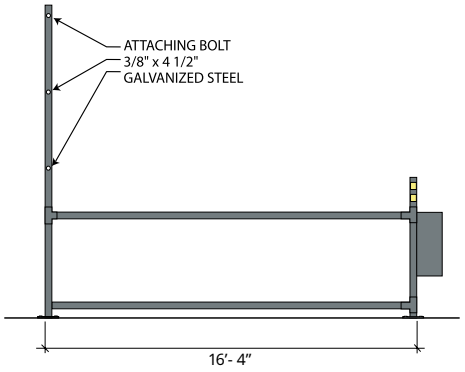
2'-0" PANEL

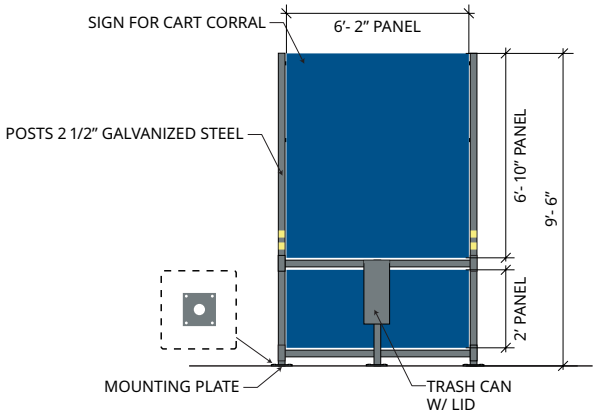


CART CORRAL AND SIGN BOARD

COMMUNICATION LAYOUT

6a





54.45 sq ft

NON-ILLUMINATED

CART CORRAL AND SIGN BOARD

DETAIL

7

front

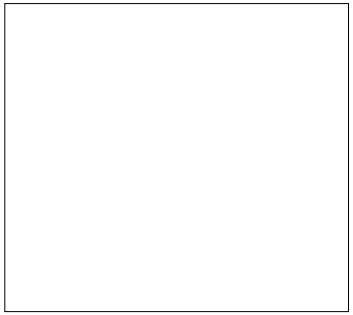




back

6'-2" PANEL

6'-10" PANEL



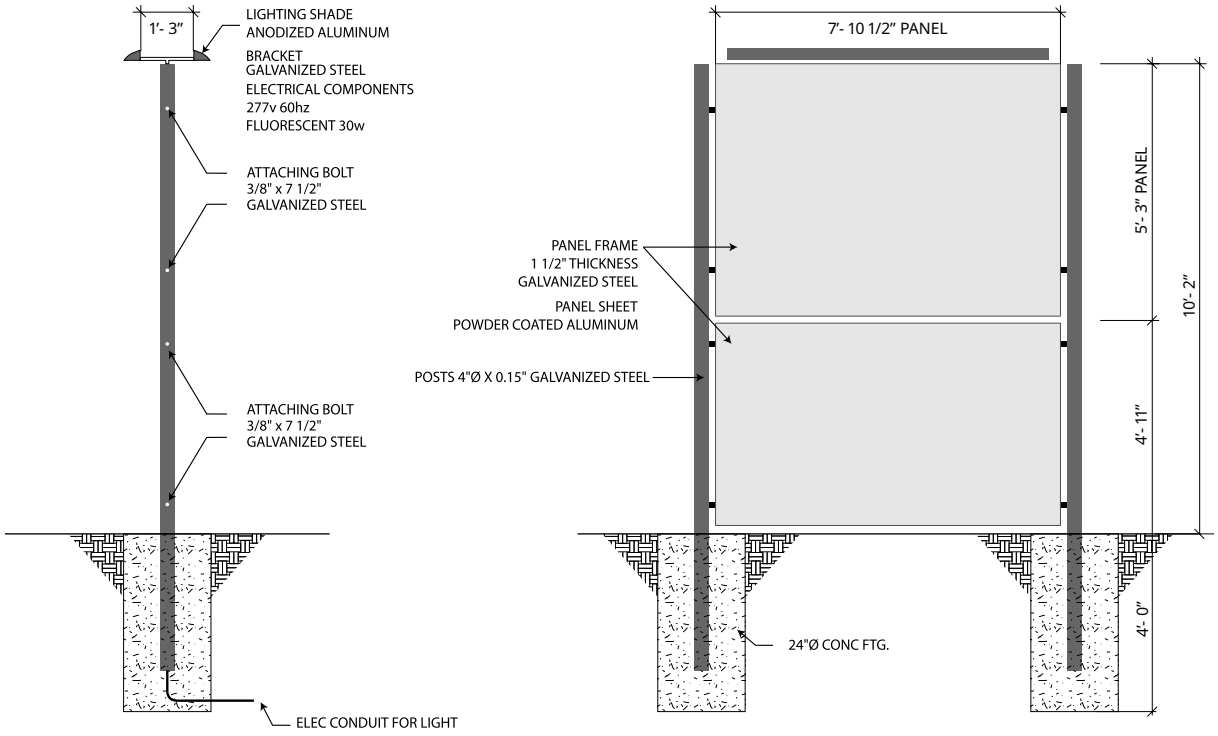
2'-0" PANEL



CART CORRAL AND SIGN BOARD

COMMUNICATION LAYOUT

7a



80.09 sq ft

SIGN BOARD OUTDOOR WITH LIGHT

DETAIL

8

front



back



SIGN BOARD

COMMUNICATION LAYOUT

8a

front



back



SIGN BOARD

COMMUNICATION LAYOUT

8b

front



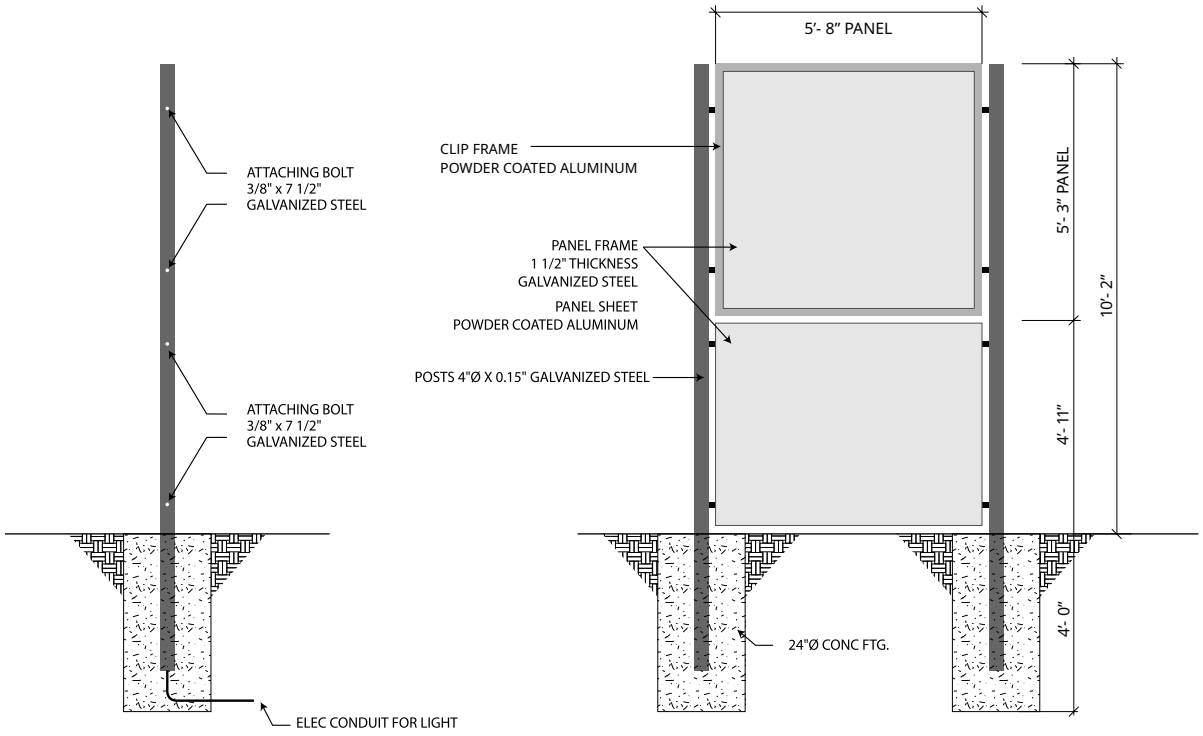
back



SIGN BOARD

COMMUNICATION LAYOUT

8c



57.63 sq ft

SIGN BOARD

DETAIL

9

front



back



SIGN BOARD

COMMUNICATION LAYOUT

9a

front



back



SIGN BOARD

COMMUNICATION LAYOUT

9b

front



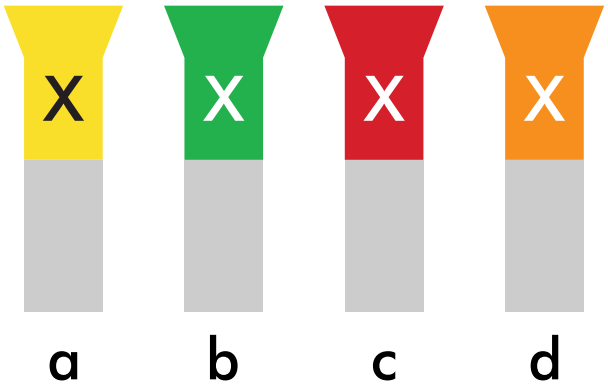
back



SIGN BOARD

COMMUNICATION LAYOUT

9c



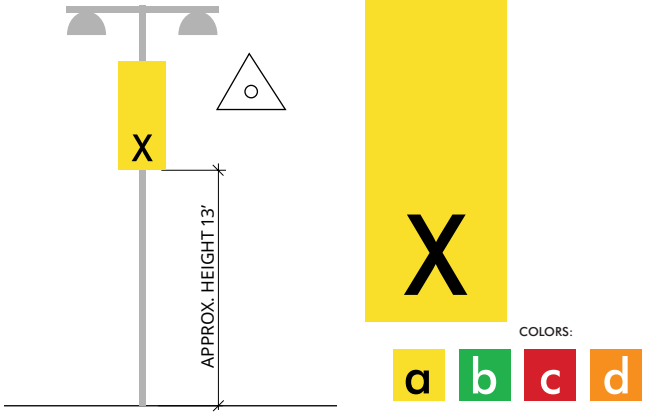
AISLE INDICATOR - COLUMN
DETAIL

10 a,b,c,d



PAINT LAYOUT
COMMUNICATION LAYOUT

P1

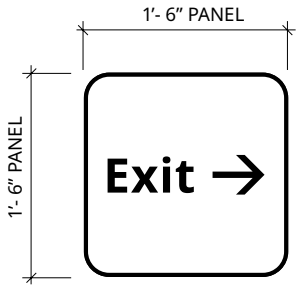


POLE MARKER
DETAIL

11 a,b,c,d

front

no back



.080 ALUM. FACES WITH
VINYL GRAPHICS FIRST SURFACE
MOUNTED INTO EXISTING WALL WITH
APPROPRIATE FASTENERS.

2.25 sq ft

NON-ILLUMINATED

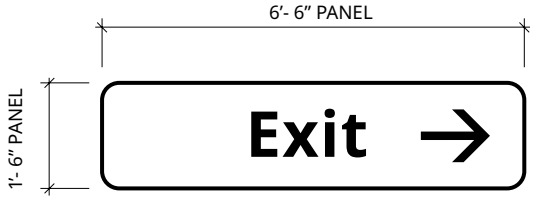
WALL SIGN BOARD

COMMUNICATION LAYOUT

12

front

no back



.080 ALUM. FACES WITH
VINYL GRAPHICS FIRST SURFACE
MOUNTED INTO EXISTING WALL WITH
APPROPRIATE FASTENERS.

9.75 sq ft

NON-ILLUMINATED

WALL SIGN BOARD

COMMUNICATION LAYOUT

13

ID. ASSOCIATES

BRINGING THE WORLD'S BRANDS TO LIFE

a Philadelphia Sign Company

May 1, 2025

City of Sunrise
Planning Department

RE: **Update Existing Uniform Signage Plan**
Gateway at Sawgrass – Retail Center
Ordinance #402-06-A

ID Associates, Inc., representative for the property owner and business, IKEA, requests to amend the existing Uniform Signage Plan to incorporate a change in directional signage within the parking areas and update IKEA wall signs.

The existing signs, noted below, follow the current Uniform Signage Plan established and approved on March 14, 2006. We request the following updates to these signs only.

Existing Signs with noted changes:

- IKEA Building Wall Signs – Illuminated signs converted to LED illumination verse fluorescent lamps with 12-volt or 24-volt power supplies (low voltage) verse transformers/ballast. Entrance letters changed from blue face/blue LED to red face/red LED and Returns & exchanges changed to Exchanges & returns (**graphics 1-5, pg. 21-25**).

- Outdoor Sign Board: Non-illuminated, three (3) existing ~70" x 79" single sided sign at 6'0" tall (**ref #3a**) with blue background and white copy, updated to 62" x 79" single sided at 5'6" tall with white background and black copy with blue P emblem (**graphic 17 pg. 37 & graphic 18, pg. 38**). Mounted into new concrete pad. Reduction in overall size from 39.6 SF to 34.01 SF and height from 6' to 5'6".

- Outdoor Sign Board: Non-illuminated, five (5) existing ~70" x 79" double sided sign at 6'0" tall (**ref #4a**) with blue background and white copy, updated to 16" x 16" double sided at 5'6" tall with white background and black copy with blue P emblem (**graphic 19a, pg. 39 & graphic 20 pg. 41**). Mounted into existing concrete sidewalk. Reduction in overall size from 39.6 SF to 1.78 SF and height from 6' to 5'6".

- Outdoor Sign Board: Non-illuminated, one (1) existing ~70" x 79" double sided sign at 6'0" tall (**ref #4b**) with blue background and white copy, updated to 62" x 79" double sided at 5'6" tall with white background and black copy with blue P emblem (**graphic 19b, pg.40 & graphic 20, pg. 41**). Mounted into existing concrete pad. Reduction in overall size from 39.6 SF to 34.01 SF and height from 6' to 5'6".

- Hanging Sign Board: Non-illuminated, seven (7) existing 12" x 48" suspended single sided box sign (**ref #5**) blue background with white copy, updated to double sided box sign (**graphic 21, pg. 42 & graphic 22, pg. 43**) white background with black copy. No change in sign size.

- Double Cart Corrals: Non-illuminated, twelve (12) existing Double Cart Corral signs (**ref #6**) with blue background and white graphics and solid blue skirt updated to white background with black copy & IKEA logo and solid white skirt (**graphic 23, pg. 44 & graphic 24, pg. 45**). No change to sign size.

ID. ASSOCIATES

BRINGING THE WORLD'S BRANDS TO LIFE

a Philadelphia Sign Company

- Single Cart Corrals: Non-illuminated, three (3) existing Single Cart Corral signs (**ref #7**) with blue background and white graphics and solid blue skirt updated to white background with black copy & IKEA logo and solid white skirt (**graphic 25, pg. 46 & graphic 26, pg. 47**). No change to sign size.

- Parking Column/Wall Exit Signs: Non-illuminated, six (6) existing 30" x 18" panel (**ref #12**) blue background with white copy EXIT + arrow updated to 18" x 18" white background with black copy EXIT + arrow (**graphic 36, pg. 57**). Located on existing parking columns/wall, unlimited in number and area and height.

- Parking Deck/Wall Exit Signs: Non-illuminated, six (6) existing 24" x 36" panel (**ref #13**) blue background with white copy EXIT + arrow updated to 18" x 78" white background with black copy EXIT + arrow (**graphic 37, pg. 58**). Located within limits of parking deck structure, unlimited in number and area and height.

The new signage will provide better and more readable wayfinding for our patrons within the parking area to readily identify services and proper traffic flow. Wall sign illumination conversion to LED will provide better illumination at a lower wattage and less power consumption.

We appreciate your consideration in making this adjustment to the existing Uniform Signage Package.

Sincerely,

Rosalyn Holderfield

Rosalyn Holderfield
Business Development
ID Associates, Inc

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Amendment

Item Number: 12E **Meeting Date:** 6/10/2025

City Reference Number (C#): C25129

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 11 “Retirement and Pensions” Article II “City of Sunrise Retirement Plans” Division 2 “Boards” by Amending Section 11-11 “Selection; Composition” to change the term of office for Pension Board Members; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

ATY Ordinance - C25129

Background:
The City of Sunrise has three separate Pension Boards: Police Officers' Retirement Plan Board; Firefighters' Retirement Plan Board; and the General Employees' Retirement Plan Board. Currently, all Trustees, elected and appointed, serve for two year terms as per the Sunrise City Code. State Statute permits trustee terms of up to four years.

The General Employees Retirement Plan Board requested that the City consider extending the length of the Trustee terms from two years to four years for elected and appointed members. The request was made because the Trustees undergo extensive training and education in order to learn about Trustee responsibilities and how the retirement plan works and two year terms limit the Trustee's ability to obtain sufficient training. In addition, the institutional knowledge is a key component for Board consistency so moving the term to four years will allow for more Board member stability, especially with the General Employees' Retirement Plan Board where elections are currently held every two years with numerous employees vying to get elected to serve.

All three Retirement Plan Boards are supportive of the change in Trustee Term length from two years to four years. A recent survey of other location retirement plan boards showed that most plans have either three or four year terms. There is no fiscal impact to changing the term limits.

It is requested that the City Commission amend the City Code to extend the length of Pension Board Trustees terms.

Department Head Recommendation:
Approval

Person With Additional Information:
Name: Mark S. Lubelski Phone: 9547463430

Department Head Name and Title:
Mark Lubelski, City Manager
Thomas Moss, City Attorney

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 11 "RETIREMENT AND PENSIONS" ARTICLE II "CITY OF SUNRISE RETIREMENT PLANS" DIVISION 2 "BOARDS" BY AMENDING SECTION 11-11 "SELECTION; COMPOSITION" TO CHANGE THE TERM OF OFFICE FOR PENSION BOARD MEMBERS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise has three separate Pension Boards: Police Officers' Retirement Plan Board; Firefighters' Retirement Plan Board; and the General Employees' Retirement Plan Board; and

WHEREAS, all Retirement Plan Board Trustees, elected and appointed, serve for two-year terms pursuant to the City of Sunrise Code of Ordinances; however, Florida law permits Trustee terms of up to four (4) years; and

WHEREAS, Trustees undergo extensive training and education in order to learn about Trustee responsibilities and how the retirement plan operates. The current two-year terms limit the Trustees' ability to obtain sufficient training; and

WHEREAS, institutional knowledge is a key component for Board Member consistency and increasing the Trustees' term of office to four (4) years will allow for more Board stability.

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. That section 11-11 of the Code of City of Sunrise, Florida, is hereby amended to read as follows:

Section 11-11. Selection; composition.

(a) *Firefighters and police retirement plans boards.* The boards for the firefighters and the police retirement plans shall consist of five (5) members (which may include participants of any deferred retirement option plan who have at least eighteen (18)

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~~scored-through~~ text are deletions

months remaining in the deferred retirement option plan at the time they take office), none of whom shall be elected city officials, and who shall be selected as follows:

(1) Two (2) members who shall be current members of the plan shall be elected in the manner provided in subsection (f) of this section by the members of the respective employee group that contribute to each plan.

(2) Two (2) members who, unless otherwise prohibited by law, must be legal residents of the city shall be appointed by the city commission.

(3) The fifth member shall be chosen by a majority vote of the previous four (4) members of the board, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial act, duly appoint such person to the board as the fifth member.

(b) *General employees' retirement plan board.* The board for the general employees' retirement plan shall consist of seven (7) members, none of whom shall be elected officials, all of whom shall be members of the general employees' retirement plan (including participants of any deferred retirement option plan who have at least eighteen (18) months remaining in the deferred retirement option plan at the time they take office) and shall be selected as follows:

(1) Three (3) members shall be elected in the manner provided in subsection (f) of this section by the members of the general employees' retirement plan.

(2) Three (3) members shall be appointed by the city commission. All city commission appointees shall serve ~~two~~ four-year terms, subject to removal under the same conditions as other city commission appointees to city boards.

(3) One (1) member (the "seventh member") shall be selected by majority vote of the six (6) other members. Within sixty (60) days of April 26, 2000, and, subsequently, within sixty (60) days of the board's last meeting in March in even numbered years, or within sixty (60) days of a vacancy occurring in the seat of the seventh member, the board, by affirmative vote of at least four (4) members, must select a seventh member. In making the selection, the board must first consider any plan members whose names appeared on the ballot in the last pension board election, but who were not elected as one (1) of the three (3) voting members of the board. The board may then consider any other plan members for the seat. If at least four (4) board members are unable to agree on the selection of the seventh member, the members shall each state on the record why they believe an individual, or group of individuals, under consideration is not acceptable to them. If the board has not selected a seventh member within sixty (60) days, the city commission shall select a plan member as the seventh member.

(4) One (1) alternate member shall be elected by the members of the general employees' retirement plan at the time when the other three (3) employee members are elected. The alternate member shall assume the position of any of the elected members upon a vacancy occurring in an elected member's position. The alternate member shall not serve merely on the absence or disability of an elected member. At the time an alternate member assumes the position of any

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~~scored-through~~ text are deletions

elected member, the person who received the next highest number of votes in the most recent election and is willing to serve shall become the alternate member.

(c) *Terms of office.* The term of office for each board member shall be ~~two~~ four (~~2~~4) years. Elections shall be held in even numbered years in the month of March. The terms of the fifth members of the police and fire retirement boards shall coincide with the terms of the elected members on the board. All elected members of the board, including the alternate member shall at all times while holding office as a board member be a full-time employee of the city and a member of the respective employee group making regular contributions to the plan. Commission appointments shall be made in odd numbered years in the month of March, except that appointments to the general employees' retirement plan board shall occur in even numbered years beginning in the month of April 2000 and in March of subsequent even-numbered years. The terms of all board members shall extend until the selection of their successors.

* * *

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. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. 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

underscored text are additions
~~scored-through~~ text are deletions

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____
KERCH:	____	KERCH:	____
SCUOTTO:	____	SCUOTTO:	____
RYAN:	____	RYAN:	____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

underscored text are additions
~~scored-through~~ text are deletions

AGENDA ITEM REQUEST

Originating Department: City Manager

Item Title: Amendment

Item Number: 12F **Meeting Date:** 6/10/2025

City Reference Number (C#): C25130

Item Description:

Commission discussion and/or action re: First Reading of an Ordinance of the City of Sunrise, Florida, Amending Chapter 11 “Retirement and Pensions,” Article II “City of Sunrise Retirement Plans,” Division 2 “Boards,” by Amending Section 11-15 “Investment Authority” to authorize certain investment options; providing for conflict; providing for severability; providing for inclusion in the city code; and providing an effective date. City Manager Mark Lubelski. Thomas P. Moss, City Attorney.

Funding:
N/A

Amount:
N/A

ATTACHMENTS:

Background:

The City of Sunrise has three separate Pension Boards: Police Officers' Retirement Plan Board; Firefighters' Retirement Plan Board; and the General Employees' Retirement Plan Board that have various responsibilities, including investing pension trust fund assets for the benefit of the plans and the retirees. The Board Trustees for each Plan are fund fiduciaries for their respective boards and manage millions of dollars on behalf of the Plan.

The Sunrise Police Officers' Retirement Plan Board has requested the City to expand the allowable investments in order to further diversify their portfolio. The inclusion of private equity, private capital, and expanded real estate options as authorized alternative investments in the investment portfolios of the City's retirement plans is allowed by State Statute and could assist in improving investment performance through greater diversification. Diversification of portfolios is widely accepted as a risk-reduction strategy and retirement plans are permitted to invest in these alternative investment vehicles, if authorized by local ordinance. A survey of other local pension plans, including the Florida Retirement System, shows that majority of the other pension plans do permit these types of investments vehicles.

The City has requested an actuarial impact statement, which will be attached to the agenda item for second reading.

It is requested that the City Commission amend the City Code to allow the City's three Retirement Plan Boards to invest in private equity, private capital, and expanded real estate options as additional investment vehicles to enhance diversification of portfolios.

Department Head Recommendation:

Approval

Person With Additional Information:

Name: Mark S. Lubelski Phone: 9547463430

Department Head Name and Title:

Mark Lubelski, City Manager
Thomas Moss, City Attorney

City Manager:
Authorized for agenda placement

SUNRISE, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, AMENDING CHAPTER 11 "RETIREMENT AND PENSIONS," ARTICLE II "CITY OF SUNRISE RETIREMENT PLANS," DIVISION 2 "BOARDS," BY AMENDING SECTION 11-15 "INVESTMENT AUTHORITY" TO AUTHORIZE CERTAIN INVESTMENT OPTIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sunrise has three separate Pension Boards: Police Officers' Retirement Plan Board; Firefighters' Retirement Plan Board; and the General Employees' Retirement Plan Board that have various responsibilities, including investing pension trust fund assets for the benefit of the plans and the retirees; and

WHEREAS, the inclusion of private equity, private capital, and expanded real estate options as authorized alternative investments in the investment portfolios of the City's retirement plans is authorized by Florida law and could assist in improving investment performance through greater diversification; and

WHEREAS, diversification of portfolios is widely accepted as a risk-reduction strategy and retirement plans are permitted to invest in these alternative investment vehicles, if authorized by local ordinance.

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. That section 11-15 of the Code of City of Sunrise, Florida, is hereby amended to read as follows:

Section 11-15. Investment authority.

(a) Trust funds may be invested in:

(1) Time or savings accounts of a national bank, a state bank insured by the Bank Insurance Fund or a savings and loan association insured by the Savings Association Insurance Fund which is administered by the Federal Deposit

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Insurance Corporation or a state or federal chartered credit union whose share accounts are insured by the National Credit Union Share Insurance Fund;

(2) Obligations of the United States or obligations guaranteed as to principal and interest by the government of the United States;

(3) Bonds, stocks, and other evidence of indebtedness issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, or the District of Columbia provided:

a. Bonds must hold a rating in one (1) of the three (3) highest classifications by a major rating service.~~;~~

b. Except as provided in paragraph c., all securities must be issued or guaranteed by a corporation organized under the laws of the United States, any state or organized territory of the United States, any state or organized territory of the United States, or the District of Columbia, and is listed on any one or more of the national stock exchanges.

c. Not more than twenty-five (25) percent of the assets of the fund may be invested in foreign securities.

d. Each board shall not invest more than five (5) percent of its assets in the common stock or capital stock of any one (1) issuing company, nor shall any plan invest in the aggregate of five (5) percent of the outstanding stock of any one (1) issuing company, nor shall the aggregate of its investments under this paragraph at fair market value in common stock and capital stock exceed sixty-five (65) percent of the retirement plan trust fund's assets at acquisition, nor grow to exceed seventy (70) percent at market. ~~of the retirement plan fund assets.~~

(4) Bonds issued by the State of Israel.

(5) Annuity and life insurance contracts with life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all of the members in the trust fund shall be entitled under the provisions of this system and pay the initial and subsequent premiums thereon.

(6) Up to 25% of the plan assets into alternatives, limited to private equity, private credit and real estate, as allowable by law and approved by the Board to provide additional diversification. However, investment in any one of these alternative investment categories shall not exceed 15% of the plan assets. ~~Real property, limited to open ended broadly diversified core collective real property investment vehicles and equity real estate securities, as permitted by F.S. § 215.47. Diversification shall be by property type and region. Total real estate investments shall be limited to no more than fifteen (15) percent of the total portfolio, and no more than five (5) percent of the total portfolio may be invested in any one real estate investment vehicle or security. Any real estate investment shall require that the underlying real property included in the real estate portfolio be appraised at least once every three (3) years by an independent property appraiser retained by the real estate manager and appraised internally, at least annually.~~ Each investment shall be measured against an appropriate benchmark, as

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recommended by the board's investment consultant and approved by the board. Direct investment in individual properties shall be prohibited.

* * *

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. Inclusion in the Code. It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Sunrise, Florida.

Section 6. Effective Date. This Ordinance shall be effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this _____ DAY OF_____, 2025.

PASSED AND ADOPTED upon this second reading this _____ DAY OF_____, 2025.

_____
Mayor Michael J. Ryan

Authentication:

_____
Felicia M. Bravo
City Clerk

FIRST READING		SECOND READING	
MOTION:	_____	MOTION:	_____
SECOND:	_____	SECOND:	_____
CLARKE:	____	CLARKE:	____
GUZMAN:	____	GUZMAN:	____

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KERCH: ____
SCUOTTO: ____
RYAN: ____

KERCH: ____
SCUOTTO: ____
RYAN: ____

Approved by the City Attorney
as to Form and Legal Sufficiency

_____
Thomas P. Moss

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